

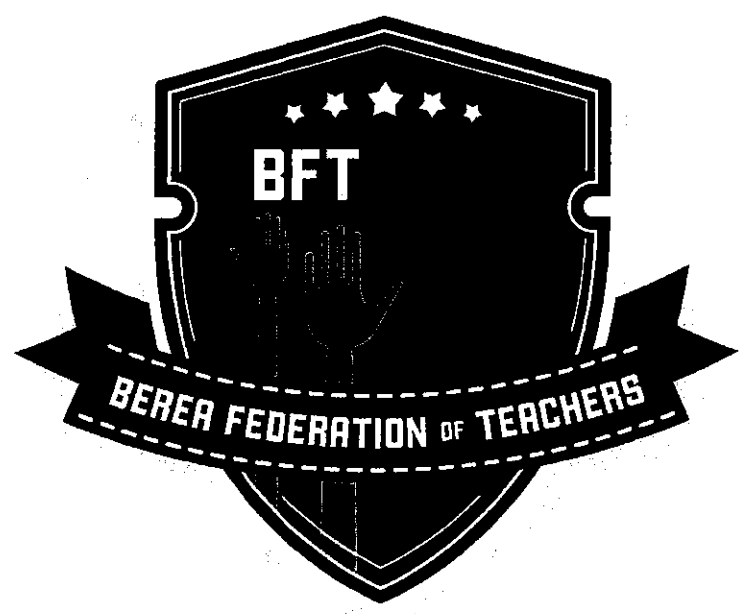
**BEREA FEDERATION OF**  
**TEACHERS**

STATE EMPLOYMENT  
RELATIONS BOARD

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**2013-2016 CONTRACT**



**THE BEREA BOARD  
OF  
EDUCATION**

**July 1, 2013 to June 30, 2016**

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## 2013-2016 BFT Contract

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1 **ARTICLE I**

2 **RECOGNITION & NEGOTIATIONS PROCEDURES**

3 A. Recognition

4 The Berea Board of Education recognizes the Berea Federation of Teachers (BFT), AFT-OFT, and AFL-  
5 CIO, as the sole and exclusive bargaining agent for all certificated employees which shall include: teachers,  
6 librarians, counselors, counselor interns, administrative interns, tutors, pathologists, pre-school associates  
7 and teachers who are on a leave of absence. Excluded from the bargaining unit is any employee of the  
8 Board classified as an administrator, a reserve teacher, a replacement teacher, a home tutor, or a casual  
9 employee.

10 The term of recognition shall be continuous unless BFT is removed or replaced in accordance with  
11 provisions of the Ohio Revised Code 4117. The Board agrees not to negotiate with any other teachers'  
12 organization as provided for under the provisions of Ohio Revised Code 4117.01.

13 B. Definition of Terms

14 The term "Board" when used herein shall refer to the Berea Board of Education, the Superintendent and  
15 other Central Office Administrators, Principals, Assistant Principals, and Supervisory Personnel as that  
16 term is defined under provisions of Ohio Revised Code 4117.

17 The term "teacher" when used herein shall include all certified personnel in the bargaining unit, as defined  
18 in Section A above.

19 The term "tutor" when used herein shall refer to intervention tutors, Limited English Proficient tutors, and  
20 Title I and Title I like tutors.

21 The term "pathologist" when used herein shall refer to speech/language pathologists.

22 The term "Early Childhood Education Teacher (ECE)" when used herein shall refer to personnel in the pre-  
23 school program whose position requires a two-year associate college degree in Early Childhood Education.

24 The term BFT when used herein shall refer to the Berea Federation of Teachers, affiliated with the Ohio  
25 Federation of Teachers and the American Federation of Teachers.

26 The term "school" when used herein shall refer to all of the following: Berea-Midpark High School,  
27 Middleburg Hts. Junior High School, Ford Intermediate, Snow School, Big Creek Elementary, Brookpark  
28 Memorial Elementary, Brookview Elementary, and Grindstone Elementary School..

29 C. Negotiations Procedures

30 1. Request for Formal Negotiations

31 If either the Board or BFT desires to negotiate changes in salary schedules, fringe benefits, or other  
32 terms and working conditions of employment, it shall notify the other party in writing no later than  
33 three (3) months prior to the expiration date of this agreement of such desire, and according to the  
34 terms of the negotiating procedure outlined below. Notification in writing from the BFT shall be  
35 submitted to the Superintendent. Notification in writing from the Board shall be addressed to the  
36 President of BFT.

37 2. Choice of Format

38 Within ten (10) working days after receipt of such notice, an initial meeting will be held between the  
39 representatives of the BFT and the Superintendent or his designee(s) to determine the format for  
40 negotiations described as either the "Problem Solving Approach" or the "Traditional Collective  
41 Bargaining Approach."

42 a. Problem Solving Approach

43 (1) Good Faith Bargaining Definition -

44 Good faith requires a commitment by the Board and BFT to be willing to meet to identify for  
45 discussion and resolution items of concern, conflict, or disagreement related to salary, fringe  
46 benefits and other terms and conditions of employment.

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(2) Outline of Process

Phase I	Trust building	Both teams
Phase II	Problem sharing	Both teams
Phase III	Data sharing	Both teams
Phase IV	Sub-committee topic building	Both teams selecting categories & appointment of committee members
Phase V	Sub-committee meetings	Separate meetings
Phase VI	Contract writing committee	Working on agreement
Phase VII	Team resolution	Both team consensus
Phase VIII	Final contract writing	Contract writing committee
Phase IX	Final agreement	Both teams
Phase X	Ratification	Presentation to governing bodies of both
Phase XI	Final signing	

(3) Facilitator

It is important for an impartial independent facilitator to be used in the trust building and problem solving phases of this process. That facilitator should be mutually selected by both parties and the fee shared.

(4) Background Reading Materials

Both teams are to be supplied with background materials exploring the Goldaber or similar model to assist them in their committee work.

(5) Problem Solving Model - Negotiations

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

(b) The Board may provide released time for the negotiators.

(c) Either team may recess for caucuses.

(d) Minutes of meetings shall be kept by each team only if it deems necessary, and only in such form and detail as it may determine advisable.

(e) Representation

1) The representatives of the Board shall consist of no more than eight (8) designees.

2) The representatives of the BFT shall consist of no more than eight (8) designees.

(f) Assistance and Study Committees (Resource Persons)

Either team may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

(g) Information

The teams agree to furnish, upon request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the teams in the development and resolution of the issues.

- 1 (h) News Releases
- 2 Neither team shall make a release to the news media regarding negotiations so long as
- 3 good faith negotiations are in progress.
- 4 (i) Agreement
- 5 1) Tentative agreement on negotiated items shall be reduced to writing and initialed by
- 6 the representatives of each team. All agreements are tentative, based upon the
- 7 complete resolution of all issues.
- 8 2) The purpose of the “tentative agreements” is to develop a package that will be
- 9 submitted to the teachers and the Board for ratification. Initialing of tentative
- 10 agreements shall be done in good faith.
- 11 3) The committee of the BFT must affirm the acceptance of the contract by a teacher
- 12 vote. If approved, by the Board, the contract shall be binding.
- 13 4) Printed copies of the contract shall be made available to all certified staff. The cost
- 14 for printing copies of the contract will be shared. The responsibility of distributing
- 15 copies of the contract will be that of BFT.
- 16 (j) Impasse
- 17 1) If agreement is not reached within sixty (60) days negotiations may be extended an
- 18 additional thirty (30) days.
- 19 2) The mediator shall be supplied by the Federal Mediation and Conciliation Service or
- 20 S.E.R.B. The cost shall be equally shared.
- 21 3) In the event mediation fails to help the teams reach agreement, the fact-finding
- 22 process as provided by S.E.R.B. will be implemented on request either by the Board
- 23 or BFT.
- 24 b. Traditional Collective Bargaining Approach
- 25 (1) Having chosen the Traditional Collective Bargaining Approach, negotiations shall begin
- 26 within fifteen (15) working days.
- 27 (2) “Good faith” requires that the Board and the BFT be willing to react to each other’s proposals.
- 28 If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this
- 29 agreement shall compel either party to agree to a proposal or to make a concession.
- 30 (3) In the first negotiations sessions, lists shall be in form and detail specifying that to which
- 31 agreement is sought.
- 32 (4) The items proposed shall constitute the total negotiations. No new items may be submitted
- 33 unless by mutual agreement of both teams. Any items not submitted for negotiations and in
- 34 the current contract shall remain in full force and effect in the successor contract.
- 35 (5) Refer back to the Problem Solving Approach “this Article, Item C, Section 2, Part a(5)(e)” for
- 36 the continuation of the Traditional Collective Bargaining Approach.

37 ARTICLE II

38 RIGHTS

39 A. Management Rights

40 Subject to all of the provisions of this contract and subject to the provisions of Title 33 of the Ohio Revised

41 Code, the Board shall have the sole and exclusive right to control all functions, operations and set all

42 policies regarding the Berea City Schools, including, but not limited to, the sole and exclusive right to:

- 43 1. Determine matters of inherent managerial policy which include, but are not limited to, areas of
- 44 discretion or policy such as the functions and programs of the public employer, standards of services,
- 45 its overall budget, utilization and technology and organization structure;
- 46 2. Direct, supervise, and evaluate or hire employees;
- 47 3. Maintain and improve the efficiency and effectiveness of educational operations;

- 1 4. Determine the overall methods, process means or personnel by which educational operations are to be  
2 conducted;
- 3 5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote  
4 or retain employees as outlined in the contract;
- 5 6. Determine the adequacy of the work force;
- 6 7. Determine the overall mission of the employer as a unit of government;
- 7 8. Effectively manage the work force;
- 8 9. Take actions to carry out the mission of the public employer as an education unit;
- 9 10. Require a teacher to be examined by a physician and/or psychologist to determine if he/she is fit for  
10 his/her duties and responsibilities. This examination may be made by the teacher's physician and/or  
11 psychologist with any cost to the teacher being borne by the Board. However, the Board reserves the  
12 right to designate a physician and/or psychologist, who shall be annually and mutually selected by the  
13 Board and the BFT, to make the examination with all of the costs being borne by the Board. A  
14 statement from the physician and/or psychologist stating that the teacher is physically and/or mentally  
15 fit for his/her duties/responsibilities shall be provided to the Board. The statement shall either state  
16 that the employee is fit for his/her responsibilities or is unfit. If unfit, the statement will list the reasons  
17 the employee is unfit. No other information shall be contained in the statement.

18 **B. BFT Rights**

19 The Board of Education shall accord the following privileges to the BFT as the sole and exclusive  
20 bargaining agent. These privileges shall not be provided to any other agent who has as its purpose the  
21 representation of teachers in collective bargaining until such time as a valid and lawful challenge to the  
22 certification status of BFT is recognized by S.E.R.B.

23 1. Access to the School District Publication Events

24 Upon written request, the BFT may place in the calendar section of Events notice of general  
25 membership meetings (date, time, location.)

26 2. Dues Deduction

27 Upon written authorization by a teacher, the Board of Education shall withhold deduction from pay for  
28 BFT dues twice monthly for ten (10) consecutive pays starting October 16 of each school year. This  
29 authorization shall remain in effect until revoked by written notice to the BFT by the teacher during the  
30 month of June. Payment to the BFT shall occur twice each month for five (5) consecutive months  
31 commencing in October.

32 Authorization to deduct must be submitted to the Director of Personnel and Employee Relations by  
33 October 1.

34 3. Leave Privileges for the BFT

35 The Board shall grant up to a maximum of forty (40) days for BFT members to attend AFT, OFT, and  
36 BFT conventions, conferences, or meetings without loss of pay.

37 If substitutes are available, the Board will grant additional days. The cost of the substitutes shall be  
38 borne by the BFT.

39 4. BFT President's/Designee Daily Schedule

40 The scheduled teaching time of the BFT President or his/her designee shall be mutually agreed to by  
41 the building administrator and the BFT President. The time not assigned to teaching and/or  
42 supervisory duties may be used to conduct BFT business. Under this provision, the reduction of  
43 teaching time for the BFT President or his/her designee will not exceed four-tenths ( $\frac{4}{10}$ ) of a full time  
44 teaching load.

45 5. New Teacher Orientation

46 A list of names, addresses, phone numbers, building assignments, and grade level or course  
47 assignments (when available) of new teachers will be provided to the BFT President. The BFT  
48 President will be invited to participate at the Board's annual new teacher orientation meeting.



- 1        6. To provide time which may be needed to carry out Building Representative duties and to enhance the  
2        ongoing professional relationship between the BFT and the building administration, the Building  
3        Representative will be given released duty time or compensatory time as needed. The scheduling of  
4        released time or duty time will be mutually agreed upon by the Building Representative and the  
5        principal.
- 6        7. The Director of Personnel and Employee Relations and the BFT President will meet prior to the district  
7        staffing process (which occurs each spring) regarding assignment of personnel for the next school year.  
8        They will discuss timetables, the process, and communication to staff.
- 9        8. The BFT President or his/her designee shall serve as an observer in all district meetings, elementary  
10       and secondary, which determine staffing and staffing related issues.
- 11       9. When a committee at the district level is to be established, the Superintendent/Designee and the  
12       President of the BFT will meet to discuss and review goals and required personnel. If the committee  
13       will have teacher members, the Superintendent/Designee and BFT President will mutually decide who  
14       will appoint the teacher members to the committee.
- 15       10. Fair Share
- 16       All certified personnel as defined in ARTICLE I, Item A, Recognition (page 5) of the Contract, who  
17       are employed after June 1, 1992, certified employees who are added to the recognition clause as of  
18       July 1, 1995, or members of the BFT as of July 1, 1995 and thereafter will be assessed and required to  
19       pay to the BFT, through payroll deduction, a "fair share" payment. Superseding this "fair share"  
20       payment will be the payroll deduction payment of active membership dues to the BFT.
- 21       The BFT agrees to hold the Board, as defined in ARTICLE I, Item B, Recognition, harmless in any  
22       suit, claim, or administrative proceeding arising out of or connected with the imposition,  
23       determination, or collection of fair share fees or dues, to indemnify the Board for any liability imposed  
24       on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the  
25       Board in any said suit, claim or administrative proceeding, and to reimburse the Board for any and all  
26       reasonable expenses incurred by the Board in any such suit, claim or administrative proceeding,  
27       including court costs. The Federation will provide no indemnification with respect to costs which arise  
28       because of clerical or other errors by Board employees. The BFT shall reserve the right to designate  
29       counsel to represent and defend the Board, as defined above. The Board shall give a written notice to  
30       the President of BFT not later than ten (10) working days of receipt by the Board of any written claim  
31       made or action filed against the Board by a non-member for which indemnification may be claimed by  
32       the Board. The Board, as defined above, agrees (1) to give full and complete cooperation and  
33       assistance to the Federation and its counsel at all levels of the proceeding, (2) to permit the Federation  
34       or its affiliates to intervene as a party in the action if the Federation so desires, and/or (3) to not oppose  
35       the Federation or its affiliates application to file briefs as a friend of the court in the action.
- 36       11. BFT when used herein shall refer to the Berea Federation of Teachers, affiliated with the Ohio  
37       Federation of Teachers and the American Federation of Teachers.
- 38       12. The BFT, through its officers and Building Representatives, may use the computers, e-mail, internet  
39       access, and other hardware and software owned by the Board of Education for organizational purposes  
40       except for exclusions listed in the Board of Education policies and procedures.
- 41       C. The Board shall accord the following privileges to the BFT:
- 42       Should another teacher organization desire to have these privileges accorded to them, they shall petition the  
43       Superintendent in writing at the beginning of each school year.
- 44       1. School Bulletin Boards
- 45       A bulletin Board shall be available for posting BFT business in each school. Its location shall be in  
46       close proximity to a major teacher traffic area as determined by the building principal and BFT  
47       Building Representative. Items placed on the Board must bear the signature of the BFT Building  
48       Representative.
- 49       2. Inter-School Mail Service
- 50       The BFT shall be permitted to transmit publications, notices, and letters from school to school on  
51       Board vehicles by following the standard procedures outlined by the Business Affairs Department for  
52       the transporting between buildings of other inter-school mail.

- 1           3. Facilities for Meetings  
2           The BFT shall have use of school buildings for purposes of membership meetings without charge but  
3           in accordance with other procedures as prescribed by the Department of Business Affairs.
- 4           4. Access to School Mail Boxes  
5           The BFT shall have the right to place in teacher and administration mail boxes printed matter. General  
6           distribution of mail in the building shall be the responsibility of the building principal. Such material  
7           must bear the name of the organization, the person responsible for its publication and the date. Such  
8           material need not be addressed.
- 9           5. Board Meeting Agendas  
10          Prior to each Board meeting the BFT President shall be sent a copy of the agenda.

11   D. District Senate

12          The District Senate consists of representatives of the BFT (Berea Federation of Teachers), OAPSE (Ohio  
13          Association of Public School Employees), BASA (Berea Association of School Administrators), and the  
14          Central Office Administration. It provides a forum for the representative groups to share thoughts, ideas,  
15          concerns, and questions, and serves as a channel for soliciting information and feedback from buildings and  
16          sites prior to recommendations.

- 17          1. Purpose: This District Senate will:
- 18              a. serve as a filtering agent for system-wide plans, programs, and reports.
  - 19              b. identify the impact of building-based decisions on system-wide progress.
  - 20              c. recommend system-wide plans, programs, and reports to be developed.
  - 21              d. review and recommend district policies.
  - 22              e. be a sounding board for district concerns.
  - 23              f. assess district climate.
  - 24              g. review, discuss and recommend a proposed calendar for the Superintendent to take to the Board.

25          The Senate will not review courses of study. It will not approve or disapprove reports, plans,  
26          programs, but will recommend items that need to be considered by the committee generating the  
27          report.

28   E. BFT District Committee

- 29          1. Purpose: A District Committee will be established. District operations, policies, procedures, program,  
30          forecasts, plans, and individual site problems, may be discussed and recommendations presented.  
31          Items relating to specific schools must have been previously discussed at the Building Committee level  
32          before presentation at a District Committee meeting. This committee shall meet once a month during  
33          the school year.
- 34          2. Members: The committee will consist of the BFT President, the Superintendent, the Assistant  
35          Superintendent, the Director of Personnel and Employee Relations, and three (3) teacher members  
36          from the past negotiating team and appointed by the President of the BFT. Resource person(s)  
37          designated by either the Superintendent or President may participate at a meeting if requested.
- 38          3. Agenda: The BFT President and the Superintendent will meet to mutually establish an agenda and  
39          provide each member with a copy at least twenty-four (24) hours prior to the scheduled meeting.  
40          Neither party may veto another's agenda item.
- 41          4. Minutes: The minutes from BFT District Committee meetings will be reviewed by the Superintendent  
42          and/or designee and the BFT President and/or designee before they are published. Minutes will be  
43          distributed to staff through the district's website within five (5) working days of the meeting.
- 44          5. Administrative Structure: This is not an administrative committee and shall not supersede standing or  
45          special committees established for an administrative function.

1 F. Building Committee

2 1. Purpose/Function

3 Each school will have a Building Committee. This Building Committee will be a vehicle to promote  
4 and encourage staff involvement and site-based decision making. The Building Committee will serve  
5 as the communication vehicle for each building. All issues brought before the Building Committee  
6 will be subject to the problem solving process. Consensus is reached when each group member has  
7 expressed his/her point of view, understands the others' points of view, and supports the decision,  
8 because it was arrived at openly and fairly and because it is the best solution for the group.

9 The Building Committee will discuss, problem solve, and reach consensus regarding decisions  
10 concerning school operations, and programs. The Building Committee will be involved in the building  
11 budgeting, approval of co-curricular activities and other issues of building climate.

12 The Building Committee will not deal with issues of curriculum which will be handled by other  
13 leadership groups as defined in ARTICLE XIV nor the staffing/scheduling process as described in  
14 ARTICLE X. It shall meet at least every other week during the school year (including August). No  
15 committee shall be established to supersede or parallel the Building Committee.

16 The Building Committee will establish a schedule of pod meetings throughout the school year to share  
17 information, collect data, and discuss issues. Additional meetings may be scheduled as needed.

18 When issues of concern regarding the operation/functions of a Building Committee (because of  
19 membership, interpersonal relationships, etc.) arise and are brought to the attention of the Personnel  
20 Director and the Presidents of the Locals, they will develop a plan of action addressing the issue(s).

21

22 2. Members

23 Each Building Committee will include two (2) BFT Building Representatives, the building principal,  
24 the assistant principal(s) where available, a Building Representative from each OAPSE Local in the  
25 building, between two (2) and six (6) certified staff members selected by and representing the certified  
26 staff and between two (2) and six (6) classified staff members selected by and representing the  
27 classified staff respectively in the building. Certified staff members on the Building Committee will be  
28 determined by the number of twelve (12) to twenty (20) member groups (hereafter referred to as  
29 "pods") needed to equally divide the certified staff in the building based on full time equivalency  
30 (FTE).

31 At the conclusion of the staffing process, the BFT Building Representative will readjust the pods to  
32 reflect a heterogeneous mix of teachers from all departments, teams, grades, and seniority levels.  
33 When it is time to elect a new representative from the pod, the pod will elect one of its members, who  
34 is a member of the BFT to serve on the Building Committee. Certified members, other than the  
35 Building representative(s), will serve a two (2) year term of office. One-half of the terms of office will  
36 expire each year.

37 To serve on Building Committee, each member must participate in annual training. This training will  
38 be provided each year at the start of the school year. Building Committee training will be under the  
39 direction of the Personnel Director and the Presidents of the Locals. If the training session is  
40 scheduled before the school year or outside the working day, members will be paid at the staff  
41 development rate.

42 3. Agenda:

43 The agenda for the Building Committee shall include items provided by both the principal, the BFT  
44 Building Representative and the OAPSE Building Representative. The certified members of the  
45 Building Committee and the administration will discuss items pertaining to the certified contract  
46 and/or the certified staff; items pertaining to the classified contract and/or the classified staff will be  
47 discussed by the classified members of the Building Committee and the administration. None of the  
48 parties may veto the others' agenda item(s). The agenda shall be provided to Building Committee  
49 members and the OAPSE Building Representative(s) and be made available to the staff twenty-four  
50 (24) hours in advance of a meeting.

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4. Minutes:

The Building Committee will determine who within the committee will take the minutes and the person assigned will type and distribute them. The minutes will be reviewed by the principal, BFT and OAPSE Building Representatives before they are published. Minutes will be distributed to staff within three (3) working days of the meeting. The BFT President and OAPSE Locals #2137 and the Presidents will each receive a copy of the Building Committee minutes.

5. Building Representative:

The Building Representative or designee may attend all building teacher leadership meetings. High School Building Representatives will not be assigned a non-teaching duty.

Junior High, Intermediate, and Elementary Building Representatives will not be assigned a morning or afternoon supervisory outside of their classrooms.

6. Building Committee Members (Pod Leaders)

a. High School

Building Committee members will receive scheduling considerations to facilitate the extension of morning and/or afternoon meetings when agenda items necessitate. If this is not possible, due to scheduling difficulties, an allocation for substitutes will be included in building budgets for the purpose of releasing Building Committee members for attendance at Building Committee meetings.

b. Junior High, Intermediate, Elementary

Compensatory time will be given for Building Committee members per provisions of ARTICLE VIII, Item F, Section 4.

G. Teacher Rights

1. Non-Discrimination Clause

Equal opportunity and treatment shall be accorded to all teachers by the Berea Board of Education and the Berea Federation of Teachers in retaining, transferring, and promoting regardless of age, handicap, marital status, citizenship status, creed, national origin, color, race, religion, sex, union membership, and/or union activities.

2. Teacher Discipline Policy

a. A teacher has the right to:

- (1) teach within the limits and terms of the BFT contract, Board policy and regulations, building regulations, and job description;
- (2) receive compensation as agreed upon for such teaching;
- (3) be disciplined fairly;
- (4) be assumed to be innocent when there is an alleged violation brought against the teacher; and
- (5) expect that these rights cannot be abridged.

b. Discipline shall be progressive in nature consisting of verbal warning and/or written reprimand by the immediate supervisor, before a suspension or termination is imposed, unless the welfare of students, other employees and/or the district is adversely affected. Consideration of legal ramifications, severity of incident, and past practice will be taken into account when determining the length of a suspension. Past disciplinary action will not be used against an employee for suspension or termination unless it represents a continuing pattern of offenses.

c. If an administrator determines that there may be cause for disciplinary action and intends to make it a matter of record, the teacher shall be informed of the following:

- (1) A written notice of the alleged charges including times, dates, and locations of the chargeable actions or omissions.
- (2) A statement of the employee's rights to representation.
- (3) A reasonable time to prepare or respond before the hearing.

- 1 (4) The right to present evidence and respond to charges.
- 2 (5) Meeting date.
- 3 (6) Topic and content of the meeting.
- 4 d. One working day's notice must be given to the teacher by the administrator. At this meeting the
- 5 teacher will have the opportunity to rebut, and/or accept the allegation and intended action.
- 6 Within three (3) days of the meeting, the teacher shall be given written notice of the intended
- 7 administrative action. A teacher who alleges that he/she has been unjustly reprimanded, demoted,
- 8 or suspended shall have recourse through the grievance procedure. Such appeal shall begin with
- 9 Level One of the Grievance Procedure.
- 10 e. During any disciplinary procedure the teacher has the right to representation by the BFT Building
- 11 Representative or his/her BFT designee.
- 12 f. The Board recognizes that it is a constitutional right and an act of responsible citizenship for a
- 13 teacher to sign a civil and/or criminal complaint against person or persons perpetrating a case of
- 14 assault or vandalism against the teacher's person and/or property. There shall be no reprisal or act
- 15 of prejudice on the part of the Board against a teacher pursuing such rights.
- 16 g. For any circumstance in which the Superintendent or other district administrator intends to report
- 17 teacher misconduct to the Ohio Department of Education or other state agency, the Superintendent
- 18 or designee shall provide the member an opportunity to meet and discuss the matter prior to
- 19 reporting.

20 3. Complaints Against Teachers

- 21 a. When a complaint(s) concerning a teacher has been received from a parent, the administrator shall
- 22 within twenty-four hours notify the teacher in person or in writing about the nature of the
- 23 complaint. When any complaint has been put in writing, the teacher will be given a copy of the
- 24 complaint within twenty-four hours.
- 25 b. If a conference concerning the complaint is necessary, the teacher will be informed of this meeting
- 26 and offered the opportunity to participate.
- 27 c. Conferences regarding such complaints will be held in private.
- 28 d. Whenever a complaint(s) concerning a teacher is received by an administrator other than the
- 29 building principal, that person will refer the complaint(s) to the building principal where the
- 30 teacher is assigned.
- 31 e. Issues concerning classroom performance will follow the procedure as outlined in ARTICLE IX.

32 4. Health and Safety

33 All teachers shall have the right to work in safe and healthful conditions. No teacher shall knowingly

34 be given an assignment that jeopardizes his/her health and safety.

- 35 a. If a teacher is physically assaulted by a student, appropriate disciplinary actions will be taken by
- 36 the administration. When a teacher is physically assaulted by a student and files charges against
- 37 that student, the following actions will occur:
  - 38 (1) The principal will recommend expulsion to the Superintendent. Before deciding on the
  - 39 expulsion, the Superintendent will hold a meeting involving the teacher and an officer of the
  - 40 BFT to discuss the incident. The BFT will have the right to waive the need for this meeting.
  - 41 (2) Upon the student's return to school after an expulsion or in the case where an expulsion has
  - 42 not occurred, the student will be removed from the teacher's class. If it is impossible to
  - 43 remove the student from the class because the student's schedule will not permit, an
  - 44 emergency Building Committee meeting will be called to review and determine the best
  - 45 solution to the problem.
- 46 b. If the student involved in a physical assault is on the caseload of an Intervention Specialist, a case
- 47 conference will be held in accordance with Individuals with Disabilities Education Improvement
- 48 Act (IDEIA).
- 49 c. When the personal property (clothing, eyeglasses, watch, etc.) of a teacher who is carrying out
- 50 his/her assigned responsibilities is damaged by a student, the Board shall compensate the teacher

1 for the cost of the repair or replacement of the damaged items(s) not paid for by the student's  
2 parent/guardian or by some form of insurance.

3 H. Personnel File

4 1. Access by Individual

- 5 a. A teacher shall have the right to examine the material in his/her personnel file except for ratings,  
6 reports or records obtained prior to his/her employment. The employee does have the right to  
7 review the report submitted by the Bureau of Criminal Identification and Investigation as a result  
8 of the new employee's criminal records check. The examination of the personnel file shall occur  
9 outside the teacher's work day. The teacher is entitled to have a representative of his/her choosing  
10 accompany him/her during such review. If no prior appointment has been made, a teacher should  
11 be prepared to wait to examine his/her file when clerical staff are engaged in another assigned  
12 task.
- 13 b. A teacher may request copies of items in his/her personnel file by paying the established copying  
14 charges in effect at that time.
- 15 c. Any person who places written material in a teacher's personnel file must sign and date that  
16 material. A teacher shall have the right to submit a rebuttal statement or addendum to any material  
17 placed in his/her personnel file.
- 18 d. Any written evaluations, class observations, appraisals and letters of a disciplinary nature that are  
19 entered in a teacher's personnel file must make provision for the teacher's signature. Such  
20 signature does not necessarily represent agreement with the content of the report. If a teacher  
21 declines or refuses to sign the report, it shall be so noted by the author of the report.

22 2. Access by Others

23 Should there be a request by someone other than Berea School Administration and/or the District  
24 Review Board to review a personnel file, a written request (Appendix 1) shall be submitted to the  
25 Director of Personnel and Employee Relations. There shall be one working day provided between the  
26 request and actual viewing in order for the teacher to be contacted. Unless waived, the teacher has the  
27 right to be present at the review. This review shall occur outside the teacher's work day. The teacher  
28 is entitled to have a representative of his/her choosing accompany him/her during such review. Should  
29 there be a request for copies, charges shall be borne by the viewer.

30 Limitation to this access shall be governed by state and federal law.

31 I. Teacher as a Professional

- 32 1. The Board of Education and the Berea Federation of Teachers recognize the importance of the teacher  
33 as a professional. As a role model for students, teachers are expected to dress appropriately for their  
34 assignment(s), and use good judgment and appropriate language when in direct contact with students.
- 35 2. The Board of Education and the Berea Federation of Teachers support professionalism by fostering  
36 and supporting an atmosphere of honest and ethical behavior among professional colleagues. In the  
37 event of a conflict with another employee, teachers are encouraged to make use of the Berea City  
38 School District Employee Assistance Program.
- 39 3. The Berea Board of Education and the Berea Federation of Teachers support the belief that learning is  
40 a shared responsibility among the teacher, the student, and the family unit. The commitment for the  
41 Berea City School District as an organization is to create a system that addresses this responsibility  
42 and promotes mastery of learning.
- 43 4. A teacher who is offered an honorarium for his/her participation in an approved professional activity  
44 which occurs during the work day will be entitled to retain such honorarium.

45 J. Criminal Records Check

- 46 1. Employees new to the district will complete all procedures outlined in Board Policy GBQ, Criminal  
47 Records Check, prior to their employment.
- 48 2. While the conviction of a crime is not an automatic bar to employment, convictions revealed by the  
49 Criminal Record History Check may result in the immediate rescission of a conditional offer of  
50 employment, or a termination. The district will consider the nature of the offense and the position for

- 1 which the applicant is applying. Arrest records will not be considered a bar to employment, a cause for  
2 termination, or used in any other way.
- 3 3. The initiation of proceedings to terminate, based on criminal convictions displayed in the BCII check,  
4 will be made within twenty-one (21) working days after receiving the BCII report. Except to prove  
5 that this investigation has been completed, the BCII report will never again be used in any  
6 circumstance, for any purpose, after the twenty-one (21) working days period that follows the  
7 receiving of the BCII report.
- 8 4. BCII reports will not be included in employee personnel folders, but will instead be stored under lock  
9 and key, in the status of "for the Director of Personnel and Employee Relations' eyes only."

10 ARTICLE III

11 GRIEVANCE PROCEDURE

12 A. Definitions

- 13 1. Grievance: A formally written complaint by a member of the bargaining unit that there is a violation,  
14 misinterpretation, or misapplication of the provisions of this Contract.
- 15 2. A grievant shall be:
- 16 a. An aggrieved teacher.
- 17 b. Two (2) or more aggrieved teachers who file the same grievance.
- 18 c. the BFT.
- 19 3. The term "days" when used in this ARTICLE shall, except in the case of the arbiter's thirty (30) day  
20 limit, mean teacher contracted work days.

21 B. Informal Procedures

22 If a teacher has a complaint about a possible violation of the contract, he/she shall discuss it informally  
23 within twenty (20) working days of the occurrence, with the administrator directly involved. At these  
24 meetings no written documentation (Appendices 2-5) will be used. The teacher may be represented or  
25 accompanied by the BFT Building representative before the administrator, who may also have a  
26 representative present. The object of both parties shall be to resolve this matter as soon as possible in an  
27 informal manner.

28 C. Formal Procedures

29 *Level One*

- 30 1. If no acceptable resolution can be found, then within twenty (20) working days of the informal meeting  
31 the teacher will submit his/her grievance on Appendix 2 to his/her BFT Building representative and to  
32 the administrator with whom the informal meeting was held. If no formal grievance is begun within  
33 twenty (20) working days of the informal meeting in (B) above, then no formal grievance may be filed.
- 34 2. The BFT Building representative, within three (3) working days of the date the grievance is filed, shall  
35 confer with the administrator to set a meeting time and date for a Level One hearing. The date of the  
36 Level One hearing shall be within ten (10) working days of the conference between the BFT Building  
37 representative and the administrator and the time shall be mutually agreed upon.
- 38 3. The Level One Hearing will involve the grievant and his/her BFT Building representative, the  
39 administrator, and optionally, his/her representative.
- 40 4. The administrator shall render a written decision on Appendix 3 within ten (10) working days after the  
41 Level One Hearing with one (1) copy to the grievant and one (1) copy to the BFT Building  
42 representative. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or  
43 if no decision has been rendered within ten (10) working days, the grievant may resubmit a copy of the  
44 written grievance to his/her BFT Building representative. The BFT Building representative will  
45 inform the administrator involved in writing of the decision to continue the grievance with a Level  
46 Two Hearing.

47 *Level Two*

- 48 1. Within five (5) working days of receipt of the grievant's request for a Level Two hearing, evidenced  
49 by the completion of the bottom of Appendix 3, the BFT Building representative will request a Level

- 1 Two Hearing. Such a request will be filed in writing with the Director of Personnel and Employee  
2 Relations.
- 3 2. The Director of Personnel and Employee Relations or his/her designee and the BFT Building  
4 Representative shall confer within five (5) working days of the filing of the grievance or of the  
5 informal meeting (see Section E, paragraph 1) to agree upon a time, date, and place for a Level Two  
6 hearing. This time, date, and place shall be by mutual agreement. This Level Two hearing shall be  
7 held within ten (10) working days of the meeting between the BFT Building representative and the  
8 Director of Personnel and Employee Relations or his/her designee unless extended by mutual  
9 agreement.
- 10 3. At this meeting the Director of Personnel and Employee Relations or the Superintendent's designee  
11 will hear the grievance. The grievant and the administrator may have representatives present.
- 12 4. The administrator shall render a written decision on Appendix 4 within ten (10) working days after the  
13 meeting with one (1) copy to the grievant, one (1) copy to the BFT Building representative, and one (1)  
14 copy to the administrator where the grievance originated.
- 15 5. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has  
16 been rendered within ten (10) working days of the Level Two hearing, the grievant, within ten (10)  
17 working days, may resume the grievance in writing to the Chairperson of the BFT Grievance  
18 Committee by completing the bottom of Appendix 4. The Chairperson of the BFT Grievance  
19 Committee shall inform the Director of Personnel and Employee Relations or the Superintendent's  
20 designee of this decision on the date the grievance is submitted to the Chairperson of the BFT  
21 Grievance Committee by submitting a copy of the bottom of Appendix 4.

22 *Level Three*

- 23 1. The BFT Grievance Committee (membership dictated by the BFT) will meet and decide if the  
24 grievance will be continued to Level Three. The committee will meet in private. Should the grievant  
25 desire to present his/her case to the grievance committee, the grievant will be given sixty (60) minutes  
26 to explain his/her position and will not be present for the remainder of the meeting. The meeting will  
27 occur within ten (10) days of the grievant's request for a Level Three hearing. The results of this  
28 meeting will be communicated to both the grievant and the Director of Personnel and Employee  
29 Relations in writing within thirty (30) working days. If the decision of the Grievance Committee is not  
30 to go to a Level Three hearing, then the grievant has the right to appeal that decision to the Executive  
31 Council of the BFT.
- 32 2. Within ten (10) working days of the decision of the Grievance Committee to reject a Level Three  
33 Hearing, the grievant may request a hearing of the Executive Council of the BFT. This request must  
34 be made in writing to the President of the BFT. When the President receives this request, the hearing  
35 will be scheduled for the next regular or special meeting of the BFT Executive Council. The grievant  
36 or his/her designee will present his/her case to the Executive Council of the BFT, be given thirty (30)  
37 minutes to explain his/her position, and will not be present for the remainder of the meeting. The  
38 Chairperson of the BFT Grievance Committee will explain their decision. The Executive Council will  
39 vote by secret ballot. A majority vote is required to decide the outcome. This decision is binding on  
40 all parties.
- 41 3. If a decision is made to continue the grievance to Level Three by the Grievance Committee or the  
42 Executive Council, a request will be filed in writing (See Appendix 5) with the Director of Personnel  
43 and Employee Relations within the ten (10) working days, and it will state that the grievance is to be  
44 submitted to an arbiter.
- 45 4. Optional Step (Problem Solving)
- 46 When it is mutually agreeable to the Administration and the BFT, this step will be added before Level  
47 Three and only after Level Two has been completed. A group comprised of the Superintendent,  
48 Director of Personnel and Employee Relations, the Administrator and the BFT Building  
49 Representative involved at Level One, the BFT President, and the grievant(s) will attempt to resolve  
50 the issue through the problem solving process. When this option is utilized, the meeting will occur  
51 within twenty (20) working days. If no resolution can be reached, the grievance will continue at Level  
52 Three.

53 This step is also recommended when BFT has stated its intent to file an Unfair Labor Practice.



- 1 5. Within ten (10) working days of the request for a Level Three hearing, the Chairperson of the BFT  
2 Grievance Committee or his/her designee and the Superintendent's designee or the Director of  
3 Personnel and Employee Relations will request from the American Arbitration Association (AAA) a  
4 list of nine (9) individuals from which an arbiter shall be selected.
- 5 6. The arbiter shall be selected by each party alternately striking names until only one (1) remains.
- 6 7. Once the AAA has been informed of the selection, the parties shall abide by the rules and time limits  
7 established by the AAA or this Contract.
- 8 8. All Level Three hearings will be closed hearings unless the parties mutually agree that the hearing be  
9 made public.
- 10 9. Individuals involved at this level will include:
- 11 a. grievant;
- 12 b. counsel for grievant (BFT, OFT, AFT);
- 13 c. counsel for the Board;
- 14 d. witnesses;
- 15 e. one observer named from each side unless, by mutual agreement, the hearing is made public. The  
16 Level Three hearing will be held during the work day.
- 17 10. The arbiter shall issue his/her decision not later than thirty (30) calendar days from the date of the  
18 closing of the hearings, or if oral hearings have been waived, then from the date of transmitting the  
19 final statements and proofs to the arbiter. The decision shall be in writing and shall set forth the  
20 arbiter's opinion and conclusions on the issues submitted.
- 21 The decision of the arbiter, if made in accordance with his/her jurisdiction and authority under this  
22 Contract, will be accepted as final by the parties to the dispute and both will abide by it.
- 23 The arbiter shall have the power to make an award including appropriate compensatory awards when  
24 he/she finds a violation of this Contract.
- 25 The arbiter's fee will be shared equally by the parties to the dispute.

26 D. Rights of Teachers

27 1. No Reprisals

28 The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate  
29 disposition, shall not be recorded in the employee's file nor in any file utilized in the promotion  
30 process; nor shall such fact be used in any recommendations for job placement and/or building  
31 assignment; nor shall such an employee (and employees who participate in any way in the grievance  
32 procedure) be subjected to reprisal for having processed a grievance.

33 2. Grievant's Rights

34 At a mutually agreed upon time, grievances will be processed by all participants (the grievant, BFT,  
35 and witnesses from the bargaining unit) so as not to impact the student instructional time.

36 A grievant shall have the following rights:

- 37 a. to be present at the hearing;
- 38 b. to hear testimony;
- 39 c. to give testimony in his/her behalf;
- 40 d. to call others to give testimony in his/her behalf;
- 41 e. to question, whether personally or through counsel or BFT representative, any person giving  
42 testimony.

43 E. Miscellaneous

- 44 1. If a grievance is filed by co-grievants, it shall be handled in the same manner as other grievances, with  
45 the following exception: If the co-grievants are assigned to different buildings, they may submit the  
46 grievance to the Chairperson of the BFT Grievance Committee and request that the processing of the  
47 grievance begin at Level Two. If the BFT Grievance Committee chooses to file at Level Two, the

- 1 Chairperson of the BFT Grievance Committee or his/her designee and the Director of Personnel and  
2 Employee Relations or the Superintendent's designee shall meet informally to try to resolve the  
3 grievance. This meeting shall be held within five (5) working days of the filing of the grievance. If  
4 the informal meeting fails to resolve the grievance, the processing of said grievance shall commence at  
5 Level Two.
- 6 2. If a grievance arises from decision not under the control of the building principal, the grievant, with  
7 mutual consent of the building principal, shall present the grievance at the informal level directly to the  
8 administrator responsible for the decision. A Level Two grievance would proceed to the Director of  
9 Personnel and Employee Relations. If the administrator responsible for the decision at the informal  
10 level was the Director of Personnel and Employee Relations, then Level Two will be held with the  
11 Superintendent/Designee. All specified time procedures remain the same.
- 12 3. All documents, communications, and records dealing with the processing of a grievance will be filed  
13 separately from the personnel files of the participants.
- 14 4. Forms for filing a grievance, serving notices, taking appeals, making reports and recommendations,  
15 and other necessary documents will be jointly prepared by the Superintendent and the BFT and will be  
16 reproduced and given appropriate distribution by the Superintendent to facilitate operation of the  
17 grievance procedure.

#### 18 ARTICLE IV

#### 19 MEETINGS AND IN-SERVICE

##### 20 A. Meetings

- 21 1. Meetings conducted before, during, and/or after the school day will be organized effectively with an  
22 agenda distributed to the participants at least one day prior to the meeting unless an emergency  
23 develops which relates to the safety or welfare of the students or teachers.
- 24 2. Wednesdays will be reserved for building or district meetings held by BFT. No other meetings will be  
25 scheduled that would conflict with this unless an emergency dictates.
- 26 3. It is the responsibility of each Building Committee to evaluate meetings held beyond the normal school  
27 day. Excessive and ineffective meetings will not be tolerated.

##### 28 B. In-Service Days/Teacher Work Days

- 29 1. There will be one workday scheduled on the day before the first student day and one workday  
30 scheduled after the last student day. In order to insure sufficient teacher preparation for the opening of  
31 school, administrative meetings including district-wide activities on the first teacher day will not  
32 exceed three (3) hours. The first and last working day may be changed so that teachers can take the  
33 option of working an additional one-half day in August when the administrator is present in the  
34 building, therefore, reducing the length of the last workday by one-half day.

35 If this option is chosen, teachers will complete an application prior to the end of the school year stating  
36 their desire to take this alternative for the following year and must indicate the date they would work  
37 the half-day in August. This application must be approved by the building administrator. This option  
38 is not available to teachers on extended contracts.

- 39 2. Beginning with the 2014-2015 school year, the district will provide for all teachers one (1) work day at  
40 the end of each of the first three quarters. Up to one-half day of one of these work days may be used  
41 for district approved professional development as recommended by the Superintendent or designee.  
42 No additional meetings shall be scheduled on these days unless agreed upon by teachers.

#### 43 ARTICLE V

#### 44 LEAVES

45 It is the responsibility of the certified staff to complete a sick leave form, a personal leave form or a professional  
46 activities/meeting application for each day the teacher is not at his/her primary assignment.

##### 47 A. Sick Leave

48 In accordance with the provisions of the Ohio Revised Code, employees are granted 1 ¼ days of absence  
49 for each completed month of service (to a maximum of fifteen (15) days per year) with full pay if the  
50 absence is caused by personal illness, pregnancy, injury, exposure to contagious disease which could be

- 1 communicated to others, and for absence due to illness, injury, or death in the employee's immediate  
2 family. The maximum number of days which may be accumulated shall be 275 days.
- 3 Absence for any reason under this policy beyond the "accumulated days of sick leave" will result in a per  
4 diem deduction in salary based on daily rate.
- 5 Application for Use of Sick Leave Form (Appendix 6) must be completed immediately upon return to  
6 work.
- 7 1. Personal Illness, Injury, Pregnancy, Exposure to Contagious Disease, or Temporary Disability
- 8 a. An employee may be absent from regular duties because of illness, injury, pregnancy, exposure to  
9 contagious disease, or temporary disability for a period not to exceed the employee's total number  
10 of days of accumulated sick leave without loss of pay.
- 11 b. Employees who are absent for five (5) or more consecutive days shall provide a doctor's statement  
12 verifying that they are able to return to work. This doctor's statement shall be attached to the sick  
13 leave application, which is completed for this absence.
- 14 c. If an employee prefers not to use accumulated sick leave for illness, injury, pregnancy, or  
15 temporary disability, or exhausts his/her sick leave credit, the employee may apply for a leave of  
16 absence without pay or benefits under the procedures for general leave.
- 17 d. In the event of a school closure due to illness, teachers will be notified in advance where to report.  
18 If a teacher is uncertain where to report, they should contact the Director of Personnel and  
19 Employee Relations for further direction.
- 20 2. Illness, Injury, or Death in the Immediate Family
- 21 a. Immediate family is defined as husband, wife, children, father, mother, brother, sister,  
22 grandparents, grandparents-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law,  
23 daughter-in-law, son-in-law, grandchild, and custodial child.
- 24 b. Absence because of illness or injury in the immediate family or because of death in the immediate  
25 family (after the first day of absence, Bereavement Leave, see Section B of this ARTICLE) will be  
26 granted and charged against the accumulated sick leave of the employee.
- 27 3. Non-Medical Custodial Leave
- 28 Custodial care of immediate family members for non-medical reasons will be limited to five (5) days  
29 per school year (July 1<sup>st</sup> – June 30<sup>th</sup>). The first two days will be charged against the employee's sick  
30 leave and the next three days will be charged against the employee's accumulated personal leave or  
31 sick leave. It will be the employee's choice to determine which account, sick or personal, is to be  
32 debited. (Appendix 7)
- 33 4. Catastrophic/Non-Catastrophic Leave Policy
- 34 When an employee of the school district who is currently absent due to a catastrophic long-term illness  
35 or accident (resulting absence would be at least a month or more, or a high risk pregnancy), or a non-  
36 catastrophic diagnosis/prognosis (resulting absence limited to 30 days) has exhausted all of his/her  
37 accumulated sick leave, and is not yet eligible for S.T.R.S. or S.E.R.S. disability, other employees of  
38 the district may donate the dollar equivalence of up to five (5) days per request of their accumulated  
39 sick leave.
- 40 a. All donations of sick leave days would be converted from days to their actual dollar value. These  
41 dollars will be used to create a bank from which the employee's regular salary/wages would be  
42 drawn.
- 43 b. When an employee's sick leave is below twenty (20) accumulated sick days, the Payroll  
44 Department will notify the employee and the Personnel Office that the employee's sick leave is  
45 about to be exhausted.
- 46 c. Donations of sick leave days to an absent employee will be initiated by the Personnel Office no  
47 later than the pay period in which the employee's sick leave days are exhausted. As donated sick  
48 leave days are used, the staff member will receive written confirmation through the return of one  
49 (1) copy of Appendix 8. The Personnel Office will use donated sick leave days in the order they  
50 are received.

- 1 d. Employees qualifying under this section will continue to receive regular salary during the fiscal  
2 year. Salary is defined as regular gross wages.
- 3 e. Approval for an employee to receive donations under this program will be decided by the Director  
4 of Personnel and Employee Relations. When the Director of Personnel and Employee Relations  
5 denies a request for catastrophic leave, the employee may appeal the decision to a committee  
6 comprised of the president of each employee organization (OAPSE, BFT, BASA) and the Director  
7 of Personnel and Employee Relations. This committee's decision shall be final and binding and is  
8 not subject to the grievance procedure.
- 9 f. Employee's eligibility for Catastrophic Leave will re reviewed at 120 work days from the original  
10 date of application. In the case of a high risk pregnancy, catastrophic leave may only be used until  
11 the birth of the child or the pregnancy is terminated. Employee will reapply with current  
12 documentation. The Treasurer's Office will inform the Director of Personnel when the employee  
13 approaches 100 days.
- 14 g. Employee's eligibility for Non-Catastrophic Leave is limited to 30 work days of donated sick  
15 leave days. Prior to the end of the 30 service days, if the illness or accident warrants it, an  
16 employee may request a review and extension of the donated days. Employee will reapply with  
17 current documentation.

18 **B. Bereavement Leave**

19 One (1) day of bereavement leave will be granted with pay for a death in a teacher's immediate family (as  
20 defined in this ARTICLE, Item A, Section 2, Part a). This day will not be deducted from the accumulated  
21 sick leave. Any days used for bereavement leave after the first day will be deducted from either the  
22 teacher's sick leave or personal leave. The choice will be up to the teacher which account, sick leave or  
23 personal leave, is to be debited. (Appendix 9)

24 **C. Personal Leave**

- 25 1. A teacher may be granted three (3) days of personal leave each school year. Any of the three personal  
26 leave days that remain unused at the end of a contract year (July 1-June 30) shall be converted into sick  
27 leave and added to the teacher's accumulated sick leave total effective for the next school year.
- 28 2. Requests for the use of personal leave shall be submitted on the appropriate form (Appendix 10) to the  
29 Director of Personnel and Employee Relations two (2) days prior to the absence, whenever possible.
- 30 3. If the situation makes it impossible to submit the form prior to the absence, it should be forwarded  
31 after the employee returns.
- 32 4. All teachers who intend to use a personal leave day shall call the Personnel Office (includes answering  
33 machine) to request a substitute teacher if one is needed.
- 34 5. The reasons for the use of personal leave shall be defined as follows:
- 35 a. Funeral:
- 36 To be used to attend the funeral of an individual outside the immediate family or for bereavement leave for  
37 the immediate family.
- 38 b. Wedding:
- 39 Immediate family; the teacher (himself/herself) or when a member of the wedding party.
- 40 c. Court Appearance/Legal Matters:
- 41 Serving as a witness, plaintiff, or defendant; divorce action; settlement of estate; etc.
- 42 d. Family Obligation:
- 43 To attend to matters involving the immediate family as defined in Item A, Section 2, Part a of this  
44 ARTICLE (graduation, honors, custodial care, parent conferencing when it cannot be arranged  
45 outside of the work day). Immediate family is defined as husband, wife, children, father, mother,  
46 brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-  
47 in-law, son-in-law, grandchild, and custodial child.
- 48 e. Home Emergency:
- 49 Involving potential or actual damage to home or property.
- 50 f. Personal Business:

- 1                    Shall be defined as business of a personal nature which cannot be conducted before or after the  
2                    school day, on weekends, or during vacation periods.
- 3                    6. A teacher may apply for up to two (2) additional personal leave days to arrange for custodial care for a  
4                    member of the immediate family at no additional cost to the Board of Education. All substitute costs  
5                    will be subtracted from the employee's pay.
- 6                    7. Limitations for the Use of Personal Leave:
- 7                    a. Personal leave is limited to one (1) day before or after a holiday, unless extenuating circumstances  
8                    occur.
- 9                    b. Personal leave may not be used on the first or last day of the school year for students.
- 10                    c. Personal leave may not be used for vacation or recreational activities.
- 11                    d. Personal Leave may not be used for professional activities.
- 12                    8. Teachers who need a substitute teacher shall notify the Personnel Office (includes answering machine).  
13                    Teachers who do not need a substitute teacher shall notify their immediate supervisor/principal.
- 14                    9. Forms for making application for the use of personal leave shall be available in each school office.
- 15                    10. Misuse of the personal leave policy may subject a teacher to disciplinary actions.
- 16                    D. Professional Activities/Meeting Leave
- 17                    All teachers who are not going to be at their work sites because of a professional activity or meeting must  
18                    complete Appendix 11. This leave is designed to facilitate the professional development of the staff. In  
19                    order to balance the goal of pursuing excellence in education through professional activities outside the  
20                    classroom and the necessity of having teachers in the classroom with their students to provide a quality  
21                    instructional program, certified personnel should weigh the value of the professional activity against the  
22                    detriment that absence will cause to the quality of instruction in their classrooms.
- 23                    Teachers applying for professional activities/meeting leave will do so prior to the professional meeting or  
24                    activity. This form (Appendix 11) must be submitted in advance to the building principal for his/her  
25                    approval before a professional activity/meeting leave will occur.
- 26                    E. Leaves of Absence
- 27                    Any leave of absence which is required by teachers for reasons other than those specifically mentioned in  
28                    this ARTICLE will be considered general leaves of absence. They will follow the provisions listed below:
- 29                    1. General Leave
- 30                    a. A teacher desiring a leave of absence for any reason will apply in writing to the Superintendent  
31                    stating the purpose and length of the proposed leave. This letter is due to the Superintendent no  
32                    later than two (2) months prior the beginning of the leave of absence. A leave of absence may  
33                    only be granted upon recommendation of the Superintendent and approval by the Board. All  
34                    leaves of absence except professional leaves will be without pay, accumulation of sick leave days,  
35                    and payment of retirement, hospitalization, and insurance. However, a teacher may continue the  
36                    group insurance at his/her own expense while on leave of absence. Premiums will be paid  
37                    quarterly, the first of which will be deducted from the teacher's last paycheck from the Board prior  
38                    to the leave of absence. Failure to pay the premium prior to the first day of any quarter will result  
39                    in termination of the benefits from that date.
- 40                    b. Previously established rights to tenure shall be maintained. A year's leave of absence shall not  
41                    advance a teacher on the salary schedule unless he/she was on professional leave, in the Armed  
42                    Service of the United States or any auxiliary thereof, or in a position of full-time teaching.
- 43                    c. Teachers will be assigned to positions in the district upon their return from leave as stated in this  
44                    ARTICLE, Item E, Section 7, and Part d.
- 45                    d. Upon expiration of parental leave, the teacher must return to service for at least one (1) full school  
46                    year (July 1 – June 30) before being entitled to any general leave. In a case where a general leave  
47                    is needed by the teacher due to a situation other than the care of the child for whom a parental  
48                    leave was taken, a successive general leave may be approved by the Superintendent.
- 49                    e. Teachers who apply for a leave of absence and are denied may appeal this denial to the District  
50                    Committee for review and discussion. The decision of the District Committee will be the final say  
51                    in the approval or denial of this leave.

- 1           2. Peace Corps, Foreign Teaching Assignments
- 2           A leave of absence without pay up to two (2) years will, upon the approval of the Superintendent, be
- 3           granted to any teacher who joins the Peace Corps, VISTA, or serves as an exchange teacher and is a
- 4           full-time participant in any of these programs. Upon return from such a leave, a teacher will be
- 5           considered as if he/she had been actively employed by the Board during the leave and will be placed
- 6           on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided
- 7           he/she was engaged in teaching during the leave.
- 8           a. Teachers will be assigned to positions in the district upon their return from leave as stated in this
- 9           ARTICLE, Item E, Section 7, and Part d.
- 10          b. Teachers wishing to purchase service credit under the provisions of the S.T.R.S. system will
- 11          follow the rules established in this ARTICLE, Item E, Section 7, and Part c.
- 12          c. Teachers who apply for a leave of absence and are denied may appeal this denial to the District
- 13          Committee for review and discussion. The decision of the District Committee will be the final say
- 14          in the approval or denial of this leave.
- 15          3. Absence for Jury Duty
- 16          The Board will pay teachers their regular compensation while serving as a juror. Teachers will be
- 17          excused for jury duty upon request.
- 18          4. Compulsory Leave
- 19          Any teacher served with a warrant/subpoena resulting in involuntary absence will be paid his/her full
- 20          salary.
- 21          5. Military Leave
- 22          a. Any teacher who enters any of the Armed Forces of the United States or the auxiliaries thereof,
- 23          and who returns from such service with other than a dishonorable discharge, will be re-employed
- 24          by the Board under the same type of contract held at the time of entering the armed forces.
- 25          Application for reinstatement must be made not later than thirty (30) days prior to the beginning of
- 26          a semester and not more than ninety (90) days after discharge or release from the Armed Forces.
- 27          b. Years of absence for military service shall be counted as though teaching had been performed for
- 28          the purposes of placement on the salary schedule. For salary purposes, the total months of duty
- 29          shall be divided by twelve (12) and salary credit given for each full year of service. A partial year
- 30          of eight (8) months or more shall be counted as a year for salary purposes.
- 31          c. Teachers will be assigned to positions in the district upon their return from leave as stated in this
- 32          ARTICLE, Item E, Section 7, and Part d.
- 33          6. Professional Improvement
- 34          The Board shall pay the expenses (which could include registration, meals, lodging, and transportation)
- 35          incurred by teachers who attend workshops, seminars, conferences, or other professional improvement
- 36          sessions at the request and/or with the advance approval of the principal and the appropriate central
- 37          office administrator for particular purposes of professional improvement for the school system and/or
- 38          for the teacher participating.
- 39          7. Maternity/Paternity/Adoption Leave
- 40          a. A teacher shall be granted an unpaid maternity leave of absence for childbirth as provided for
- 41          under the Family & Medical Leave Act of 1993. After the child is born, a member may use
- 42          accumulated sick leave for the period of time determined by the member's physician.
- 43          b. If a return from maternity leave falls within the last 5 days before the end of a grading period,
- 44          the member may submit a request to Personnel for the use of up to 5 additional days charged
- 45          to sick leave.
- 46          c. A teacher shall be granted, upon request, unpaid maternity/paternity leave for the remaining
- 47          part of the year in which she/he begins the leave, except when an earlier return is agreed to by
- 48          the teacher and the Superintendent or designee at the commencement of the leave. At the
- 49          teacher's option parental leave may be annually extended for up to an additional two school
- 50          years. The second or third year cannot be a portion of a school year, except when agreed to
- 51          by the Superintendent or designee. Written notification indicating the school year the teacher
- 52          will return to service shall be stated to the Superintendent or designee no later than February

1 1<sup>st</sup> unless the delivery or adoption occurred subsequent to February 1<sup>st</sup>, in which case the  
2 teacher shall have until July 1<sup>st</sup> to notify the Superintendent or designee of his/her intent for  
3 the coming school year. If the delivery/adoption occurs in February or June, the teacher must  
4 notify the Superintendent or designee of his/her intent for the coming school year no later than  
5 April 1<sup>st</sup> or August 1<sup>st</sup>, respectively. If the letter of intent is not received by the dates  
6 specified, it will be assumed that the teacher on leave is returning to employment with the  
7 Board. The effective date for such maternity leave shall be determined by her physician. The  
8 teacher shall notify the Superintendent or designee at least thirty (30) days in advance of the  
9 effective date of said leave. When such notice cannot be given, the Superintendent or  
10 designee shall immediately be notified of the date of said leave by the attending physician.

11 d. A teacher will be granted, upon request, all or some of her accumulated sick leave with pay  
12 while pregnant or immediately following termination of pregnancy. The Board of Education  
13 reserves the right to have the teacher see a Board of Education appointed doctor.

14 e. If the teacher elects to purchase the service credit under the provisions of the State Teachers  
15 Retirement System for this year of service, the Board will pay its share of the cost and the  
16 teacher will incur the cost of the teacher's portion of the S.T.R.S. payment as defined by  
17 S.T.R.S. The teacher may elect to purchase one (1) additional year of leave by completing the  
18 appropriate application. If the teacher elects to purchase this additional service credit under  
19 the State Teachers Retirement System, he/she must pay both their share and the Board's cost.  
20 The Board will assume no responsibility for any additional cost beyond the first year.

21 f. A teacher who leaves and returns in the same school year will return to his/her original  
22 position. Teachers returning at the beginning of the school year following the first full school  
23 year in which the maternity/paternity leave was granted returns to her/his original position.  
24 Any employee on general or maternity/paternity/adoption leave of absence must notify the  
25 Berea Board of Education in writing of his/her intent to return for the following school year  
26 by February 1<sup>st</sup>. If the employee does not notify the board by February 1<sup>st</sup> in writing, he/she  
27 will forfeit his/her staffing rights as outlined in ARTICLE V. If the teacher cannot be  
28 returned to the original position because it has been eliminated or because it is now held by a  
29 more senior teacher, the returning teacher will be given a like position. The teacher returning  
30 at the beginning of any school year thereafter will be assigned to a like position.

31 An original position is defined to be:

- 32 (1) At high school, same department  
33 (2) At junior high, same department, same grade  
34 (3) At intermediate school, same grade  
35 (4) At elementary school, same school, same grade

36 A like position is defined to be:

- 37 (1) One with the same extended time contract  
38 (2) Full time to full time  
39 (3) Not traveling to not traveling

40 When a like position must be assigned, every effort will be made to keep the returning teacher at the grade  
41 level band (elementary, middle, high) she/he vacated before her/his leave. If not possible, the teacher shall  
42 be assigned to a position for which she/he holds a valid certificate or license.

1           7. Maternity/Paternity/Adoption Leave

- 2           g. For the purpose of facilitating the actual adoption process, a teacher adopting or assuming  
3           guardianship of a child shall be eligible to apply for up to a total of ten (10) paid contracted work  
4           days to be charged against sick leave, based on the following guidelines.
- 5                 1. A written preliminary notification of involvement in an adoption/guardianship process will be  
6                 submitted to the Director of Personnel at least thirty (30) days prior to the starting date of the  
7                 leave unless extenuating circumstances occur.
- 8                 2. Specific leave request dates supported by documentation from the adoption agency/legal  
9                 entity must be submitted in writing for approval or denial by the Director of Personnel. A  
10                response to the request will be done in a timely manner.
- 11           h. A teacher adopting or assuming guardianship of a child shall be eligible to apply for up to a total  
12           of thirty (30) paid contracted work days to be charged against sick leave. Specific leave request  
13           dates supported by documentation from the adoption agency/legal entity/physician must be  
14           submitted in writing for approval by the Director of Personnel. A response to the request will be  
15           done in a timely manner.
- 16           i. Upon request, a teacher adopting or assuming guardianship of a child under age three (3) shall  
17           follow the provisions in this ARTICLE, Item E, Section 7, Parts c, e, f.
- 18           j. A teacher adopting or assuming guardianship of a child above age three (3), shall, upon request, be  
19           granted adoptive leave without pay up to one (1) year.

20           8. Assault/Contagious Disease Leave

21           “Assault” means the causing of, or an attempt to cause physical harm to an employee by any person  
22           when such employee charges such person with an offense prohibited by Title 29 of the Ohio Revised  
23           Code. (Such employee must complete the assault leave section of the teacher accident report.)

24           “Assault leave” should be granted to any employee who is absent due to physical injury resulting from  
25           an assault received in the course of and arising out of his/her employment. The employee may use  
26           assault leave upon approval of the Director of Personnel and Employee Relations pursuant only to the  
27           limitations prescribed in this section.

28           Leaves shall be granted for illness contracted from exposure to contagious diseases at the job site.

- 29           a. Any employee who wishes to use these leaves must fill out the appropriate section of the teacher’s  
30           accident report.
- 31           b. Any employee who is absent and wishes to use these leaves may use them upon approval by the  
32           Superintendent pursuant only to the limitations prescribed in this section.
- 33           c. Leave for employee absences resulting from assault/injury/contagious diseases shall be granted  
34           without loss of pay and/or benefits, and shall not be charged against the employee’s sick leave.  
35           The length of the leave will be determined by the teacher and his/her attending physician, but in no  
36           event shall it exceed 120 days.
- 37           d. Any employee who falsifies his/her signed statement or a physician’s certificate shall have his/her  
38           employment terminated in accordance with Section 3319.16 of the Ohio Revised Code.
- 39           e. Salary payment under this policy shall constitute an employee’s entire compensation from the  
40           Board during the period of physical disability instead of any salary payments under Chapter 4123  
41           of the Ohio Revised Code. This shall not preclude medical payments under Workmen’s  
42           Compensation, if applicable.
- 43           f. Nothing in this policy shall be construed to waive the physician/patient privilege provided by  
44           Section 2317.02 of the Ohio Revised Code.



1           9. Custodial Leave

2           A teacher may apply for a Custodial Leave of Absence for a period not to exceed one (1) school year.  
3           This leave will be for emergencies within the immediate family as defined above under Sick Leave.  
4           The teacher has the right to purchase the cost of the benefit programs at his/her expense. Any costs to  
5           purchase service credit under the provisions of the State Teachers Retirement System shall not be  
6           assumed by the Berea Board of Education. A teacher who leaves and returns in the same school year  
7           will return to his/her original position.

8           F. Professional Leave Policy

9           1. Purpose

10           Teachers may be granted a leave of absence for professional improvement by submitting a program of  
11           study in a recognized four year college or university for approval to the Superintendent. Upon the  
12           recommendation of the Superintendent, the Board may grant the leave of absence.

13           2. Eligibility

14           A teacher must have completed a minimum of six (6) years of service ("year" as applied to service  
15           means actual service of not less than 120 days within a school year) in the Berea City School District  
16           immediately preceding the professional leave. Anyone receiving a professional leave may apply for an  
17           additional leave each five-year period. However, requests for a second or subsequent leave will have  
18           lowest priority of leave available.

19           3. Quota

20           Leaves will not be granted to more than two (2) percent of the teachers for any given year with not  
21           more than one-twelfth of the number granted going to non-teaching professional personnel.

22           4. Length of Leave

23           Leaves will be granted for one (1) full academic year. Under unusual circumstances, a leave may be  
24           granted for one (1) semester.

25           5. Compensation

26           Compensation from the Board shall be the difference between the teacher's salary and the replacement  
27           teacher's salary.

28           6. Rights and Privileges

29           In accepting a professional leave, a teacher retains all the rights of tenure, retirement, insurance, etc.,  
30           and automatic increases in salary as determined by the appropriate schedule as though teaching during  
31           the period of leave.

32           7. Teacher Responsibility

33           The teacher must submit a "Professional Growth Plan" to the Superintendent in writing. A detailed  
34           report showing satisfactory completion of the approved plan must be submitted in writing to the  
35           Superintendent at the end of the leave.

36           8. Obligation

37           The teacher is required to return to employment in the Berea City School District for one (1) year  
38           immediately following the "leave," or to refund the sum of paid hospitalization and the salary received  
39           from the Board during the leave.

40           Failure to complete satisfactorily the approved professional growth plan shall result in refunding the  
41           sum of hospitalization payments and the salary received from the Board during the leave, and  
42           forfeiting the "rights" for the year of professional leave to retirement, insurance, and automatic salary  
43           increase.

44           9. Application and Instruction

45           Appropriate forms for use in applying for professional leave and for verifying successful completion of  
46           the leave will be provided by the Superintendent. The completed application and required information  
47           for leaves for the following school year must be filed with the Superintendent by May 1. Each  
48           applicant will be notified of approval or disapproval of his application as soon as practicable but no  
49           later than June 15. In addition, the Superintendent shall provide instructions regarding procedures to

1 be observed in applying for a professional leave, and in filing verification of successful completion of  
2 the approved professional growth plan.

3 10. Teachers will be assigned to positions in the district upon their return from leaves as stated in this  
4 ARTICLE, Item E, Section 7, and Part d.

5 **G. Religious Leave**

6 1. Religious leave may be granted with pay, upon approval, to teachers who must be absent from work on  
7 a religious holiday(s). A maximum of two (2) days per year may be granted upon request. The request  
8 for religious leave using the Request for Use of Religious Leave Form (Appendix 12) must be  
9 submitted to the Director of Personnel and Employee Relations at least one (1) month prior to the  
10 day(s) requested. Religious leave when granted will not be deducted from the teacher's accumulated  
11 sick leave or from the teacher's three (3) days of personal leave.

12 2. If religious leave is denied, the teacher may appeal the denial to the Superintendent and the President  
13 of the BFT. Their decision will be final and not subject to the grievance procedure.

14 **H. Family/Medical Leave**

15 1. All employees shall be eligible for the benefits provided for under the Federal Family/Medical Leave  
16 Act of 1993.

17 2. Such leaves shall provide for twelve (12) weeks of maintenance of medical benefits while an employee  
18 is on an unpaid leave of absence and such absence is a result of illness or injury in the immediate  
19 family.

20 3. For further information concerning this act, contact the Personnel Office.

21 **I. Unpaid Leave**

22 1. When an emergency, unusual, or special situation arises, a teacher shall be eligible to apply for an  
23 unpaid leave of absence not to exceed five (5) contracted days per year.

24 2. Requests for the use of unpaid leave shall be submitted in writing to the Director of Personnel and  
25 Employee Relations at least fifteen (15) school days in advance of the absence.

26 3. Approval for the use of unpaid leave shall be at the discretion of the Director of Personnel and  
27 Employee Relations.

28 4. A request for unpaid leave shall be approved or denied in writing by the Director of Personnel and  
29 Employee Relations.

30 **ARTICLE VI**

31 **WORKING CONDITIONS**

32 **A. Teacher Facilities**

33 The Board will continue to make available in each school adequate lunchroom and lavatory facilities for  
34 teacher use. At least one room, appropriately furnished, shall be available for use as a teacher lounge.

35 **B. Work Areas**

36 Each teacher is entitled to a work area conducive to his/her teaching responsibility. Any teacher who  
37 determines that the work area is inadequate should report this problem to the building principal as soon as  
38 possible. If the problem has not been worked out by the principal and the teacher, it may be referred to the  
39 Building Committee.

40 **C. Health and Safety**

41 1. All teachers shall have the right to work in safe and healthful conditions. No teacher shall knowingly  
42 be given an assignment that jeopardizes his/her health and safety.

43 2. If a teacher becomes aware of unsafe or hazardous conditions which might endanger the health, safety,  
44 or well-being of the students or the teacher, it is the teacher's responsibility to report these conditions  
45 to the principal as soon as possible. The teacher, however, will determine the immediate danger and  
46 react accordingly. Resolution of the condition and the decision as to whether the teacher shall work  
47 under existing conditions shall be jointly determined by the teacher and the principal.

48 3. When it is known that a student is court-involved, the student's teachers will be notified, and upon  
49 request, will be provided pertinent information.

1 D. Telephones/Technology

2 The Board shall provide at each instructional site; telephones, computers, E-mail, internet access, and  
3 district software for professional and instructional usage in an environment conducive to privacy.

4 E. Teacher Parking Facilities

5 Adequate off-street paved parking facilities shall be provided, protected against vandalism, and properly  
6 maintained by the Board of Education. Specific areas of the parking lot shall be designated for staff  
7 parking. Students shall be prohibited from parking in those designated areas.

8 F. Camp Mi-Bro-Be

9 The Board shall provide adequate and private facilities for teachers at Camp Mi-Bro-Be.

10 G. Refund of Expenditures

11 Payment for loss or damage of textbooks, equipment, supplies, and library materials or books will be  
12 recorded to the respective building account.

13 H. Job Descriptions

14 All teacher positions in the school district shall have job descriptions. These job descriptions will provide  
15 the framework for teachers' responsibilities and shall be provided to each teacher upon appointment. The  
16 District Committee will appoint the people who will re-write the designated job descriptions which need  
17 revision. The re-writing committee will have equal membership divided between administrators and  
18 teachers. Upon completion, the job descriptions will be presented to the Board of Education for its  
19 approval and acceptance. This committee will meet annually to continue the process of job description  
20 review and creation. All job descriptions will be reviewed on a five year cycle. All job descriptions will be  
21 posted on the school district's personnel web-site beginning in September of 2007.

22 I. Out of District Tuition

23 Teachers residing outside of the Berea City School District may apply to the Office of the Superintendent  
24 for their child or children to attend the regular school programs in the Berea City School District on a  
25 tuition payment basis. The tuition rate will be determined by law.

26 J. Curriculum and Instruction

27 Teachers will use the course of study for their subject area and grade level. Teachers will also teach toward  
28 the student performance outcomes contained therein. Participation in the development of, the ongoing  
29 evaluation of, and the implementation of their courses of study should help assure student learning.

30 K. Elementary Diagnostic Testing

31 To ease the impact of diagnostic testing that requires individual screening, each building, through the  
32 Building Committee, will have the opportunity to schedule substitutes using the Elementary Intervention  
33 Program funds. The number of substitute days will not exceed the building allotment from the Elementary  
34 Intervention Program formula. Staff development will be offered for the training of personnel for the  
35 efficient implementation of these tests.

36 ARTICLE VII

37 CLASS SIZE

38 A. High School and Junior High

- 39 1. Class size shall not exceed twenty-eight (28) students per class unless scheduling patterns necessitate  
40 at the beginning of the semester. Within two (2) weeks of the beginning of the semester, classes will  
41 not exceed twenty-eight (28) students.
- 42 2. Physical education teachers shall not be assigned more than thirty-five (35) students per class period.
- 43 3. The high school marching band will be staffed by two (2) teachers when the class size exceeds fifty  
44 (50).
- 45 4. If a performing group exceeds fifty (50) students, two (2) music teachers will be assigned to that  
46 group. When a performing music group approaches one hundred twenty (120) students, consideration  
47 will be given to adding a third teacher.

- 1 5. A teacher assigned study hall supervision will be responsible for no more than seventy-five (75)  
2 students per study hall. An accurate accounting of students assigned to study hall will be provided.
- 3 6. Teachers will be assigned no more than five (5) classes. This statement does not preclude a teacher  
4 from choosing the option outlined in ARTICLE XV.

5 B. Intermediate School

- 6 1. Each academic teaching team shall average no more than twenty-eight (28) students per teacher per  
7 academic period. These students may be grouped as determined by each team. Students with  
8 disabilities will be counted in class size averages.  
9  
10 When due to increased enrollment, which occurs after the beginning of the school year, the class size  
11 on an academic team becomes more than twenty-eight (28) students per teacher per period; necessary  
12 certified staff will be added to maintain class size within contract limitations. If the teachers on the  
13 team have a solution that they believe is a better way to solve the problem of over sized classes than  
14 adding an additional teacher, they may present their recommendations to the Building Committee for  
15 review and approval. If the Building Committee approves the plan; it will be implemented instead of  
16 the additional staff. The alternate solution shall not exceed the cost incurred by the addition of a new  
17 staff member. If period enrollment decreases to within contractual limitations, the District Committee  
18 will consider whether it is appropriate to reduce staff allocation accordingly.  
19  
20 2. All academic/team teachers will be assigned no more than five (5) classes, team time period, and one-  
21 half (1/2) period of duty. Special area teachers will be assigned no more than five (5) classes and one  
22 (1) duty. When necessary to assign special area teachers an extra class, they will follow the rules listed  
23 in ARTICLE XV.  
24  
25 3. Class size of special area teachers other than physical education and performing music teachers in the  
26 intermediate school shall not exceed twenty-eight (28) students.  
27  
28 4. Class size for physical education teachers shall not exceed twenty-eight (28) students per class period  
29 unless scheduling patterns dictate.  
30  
31 5. If performing music groups exceed fifty (50) students, two (2) music teachers shall be assigned to that  
32 group. When a performing group approaches one hundred twenty (120) students, consideration to  
33 adding a third teacher shall be given.

34 C. Elementary Schools

- 35 1. The class size shall not exceed (20) students in kindergarten and twenty-four (24) students in grade one  
36 (1), twenty-six (26) students in grades two and three (2-3), and twenty-eight (28) students grade 4.

37 Class size will be reviewed in early June to see if the projections are still consistent with the staffing  
38 numbers and adjustments will be made at this time if they are not. The Building Committee will be  
39 involved in this June review of the projected elementary staffing.

40 In August when the administrator returns from vacation, the Building Committee will meet to examine  
41 class sizes. If the June projections have increased or decreased, the Building Committee will address  
42 the staffing as it has been impacted by the student population. The Building Committee may involve  
43 the appropriate teacher(s) in the discussions on how to solve this issue. Building Committee solutions  
44 can vary from adding a section(s), adding resource teacher(s), reassigning a teacher (based on Section  
45 12 of this item), to assigning assistant time, extra pay, or whatever seems appropriate for the building.  
46 The solution decided on in these discussions will be implemented.

47 When class size exceeds the maximum, the classroom teacher will receive a stipend of \$400.00 per  
48 semester per student over twenty (20) in kindergarten, twenty-four (24) in grades 1, twenty-six (26) in  
49 grades 2-3, or twenty-eight (28) in grade 4. If more than two (2) additional students are added to a  
50 class, the teacher shall receive \$1,000.00 per student for the third and any additional students. This  
51 amount will be paid twice a year (last pay in January and last pay in June).

Each elementary building will be given instructional assistants to provide aide time for teachers based  
on a ratio of 55 students to 1 hour of aide time per day. The members of the Building Committee will  
determine the allocation of the aide time. All aide time should be used for instructional support and  
classroom preparation. In the event an instructional assistant is absent, substitute instructional assistant  
time will be provided.

- 1 2. Each elementary building will be allocated instructional assistant aide time for the Media Center based  
2 upon building student enrollment.
- 3 3. The class size for a split class (a class with more than one (1) grade level in a traditional self-contained  
4 program) shall not exceed twenty-three (23) students in grades 2-3 split or twenty-five (25) students in  
5 grades 3-4. No first grade students will be placed in a split class. No first year teacher will be placed  
6 in a split class.
- 7 4. A multi-section class (2 or more) in grades K-2 with an average enrollment in excess of thirty (30) will  
8 be split. A multi-section class (2 or more) in grades 3-4 with an average enrollment in excess of thirty-  
9 one (31) will be split.
- 10 If the teachers impacted by the above multi-section situation have a solution that they feel is a better  
11 way to solve the problem of over-sized classes than adding an additional teacher, they may present  
12 their recommendation to the Building Committee for review and approval. If a different solution is not  
13 approved, the class will be split and an additional teacher hired.
- 14 The alternative solution shall not exceed the cost incurred by the addition of a new staff member.
- 15 5. A classroom unit will be taught by the same vocal music, art, or physical education teacher  
16 respectively. Vocal music, art, and physical education classes shall not exceed one (1) classroom unit.  
17 If space for a class is unavailable, the administrator and teacher(s) involved will meet to discuss and  
18 reach mutual agreement on a solution. If the solution includes combining classes, the teachers  
19 involved will be provided common planning time during the student day.
- 20 6. Every elementary classroom (Grades K - 4) shall receive two (2) thirty (30) minute classes of general  
21 music instruction per week provided by a certified music teacher.
- 22 7. Every elementary classroom (Grades K - 4) shall receive two (2) thirty (30) minute classes of physical  
23 education instruction per week provided by a certified physical education teacher
- 24 8. Every elementary classroom (Grades 1-4) shall receive sixty (60) minutes of art instruction per week  
25 provided by a certified art teacher. Dependent upon the flexibility provided in the allocated staffing,  
26 district programs shall receive sixty (60) minutes or two thirty (30) minute art sessions per week  
27 provided by a certified art teacher. Every kindergarten classroom (Grade K) shall receive two (2)  
28 thirty (30) minute classes of art instruction per week provided by a certified art teacher. When  
29 scheduling demands cannot be met, the Building Committee shall meet with the art teacher to work out  
30 a plan. This plan shall be submitted to District Committee following ARTICLE XX, Item D for  
31 approval.
- 32 9. Every elementary classroom (Grades K - 4) shall receive thirty (30) minutes of library time each week  
33 provided by or under the guidance of the library/media specialist. Elementary schedules will provide  
34 some regular contact time for all students to meet with the library/media specialist
- 35 10. Any changes to the elementary special area offerings or time allocations will be mutually agreed upon  
36 by the BFT and the administration.
- 37 11. Reassignment of Elementary Teachers in August Due to Change in Enrollment Patterns:
- 38 a. If during its August meeting the Building Committee recommends the transfer of a teacher  
39 because of an unforeseen reduction in class size from June and with the mutual agreement  
40 between the Administration and President of the BFT, the least senior teacher in the building may  
41 be transferred to another building in order to balance class size.
- 42 b. If it is necessary to reassign a teacher within the building, the Building Committee may reassign  
43 the teacher to a different grade level to adjust for changes in class sizes from June.

## 44 ARTICLE VIII

### 45 TEACHING HOURS AND TEACHING LOAD

#### 46 A. The School Year

47 The school year calendar will not exceed 182 days for students and 186 days for teachers. The calendar  
48 will be mutually agreed upon by the Superintendent and the District Senate. The Superintendent will  
49 supply the District Senate with calendar options for its consideration and at least one will contain a  
50 minimum of two (2) weeks off for winter recess.

1 B. The School Day

2 Full time teacher's work day is:

3	Elementary	7 ½ hours
4	Intermediate	8 hours
5	Junior High School	8 hours
6	High School	8 hours
7	Snow School	7 ½ hours

8 Part time teacher's work day is:

9 A part time teacher's assignment at the intermediate, junior high and  
10 high school levels will be based on an equivalent percentage of a full  
11 time teacher's workday.

12 Note: Minutes beyond actual class time should be divided between planning and supervision.

13 C. Daily Schedule

14 One of the most important relationships in education is the one between the student and the teacher. In an  
15 attempt to maximize the amount of time that students and teachers spend working together, the following  
16 guidelines will be used:

- 17 1. All teachers will spend a minimum of 250 minutes up to a maximum of 290 minutes each day in direct  
18 instruction with students
- 19 2. Intermediate school schedules will count the team time period as instructional/intervention time.  
20 Special area teachers will count study hall, ISP, and school-wide time-out duty as instructional time  
21 because of direct individual academic support being provided to the students.
- 22 3. Junior High and High school non-teaching duties will be kept to a minimum with the high priority  
23 given to activities which support the instructional program.
- 24 4. Teachers will not be assigned to direct instruction and other activities for more than an average of 317  
25 minutes each day.
- 26 5. Each school will work to use as much of the student day as possible for direct instruction.
- 27 6. Efforts will be made to reduce traveling to a minimum for teachers assigned to more than one building.
- 28 7. Teacher leaders will be required to solicit feedback from the people they represent on the scheduling of  
29 classes and the assignment of staff to teaching responsibilities.
- 30 8. At least thirty (30) minutes duty-free, continuous, and uninterrupted lunch time will be provided daily.  
31 Teachers leaving the building during this time must notify the office.
- 32 9. Preparation time is time not allotted to teaching assignments, supervisory functions, travel time, and  
33 lunch period. Activities appropriate during preparation time shall include, but not be limited to:  
34 preparation for classroom instruction, student conferences, teacher-scheduled parental conferences,  
35 IEP/ETR conferences, in-service participation, and curriculum, personnel, departmental, and team  
36 meetings.

37 Each high school, junior high, and intermediate school teacher will have uninterrupted preparation  
38 time equal to one (1) class period during the student day. Every effort will be made to schedule a  
39 common preparation time for team members in the intermediate school. Snow School teachers will  
40 have uninterrupted preparation time equal to one (1) class period during the student day.

41 All teachers providing instruction at the elementary level shall have a minimum preparation time of  
42 150 minutes per week in time periods of not less than thirty (30) minutes in duration scheduled during  
43 the student day. All teachers involved in a multilevel teaming program will be scheduled with a  
44 common planning time of at least one (1) hour per week, unless scheduling patterns dictate.

45 When a physical education teacher is assigned to the playground supervision, intervention assistance,  
46 and/or program enrichment or an art or music teacher is assigned to intervention assistance, and/or  
47 program enrichment for the purpose of rounding out their schedule, the time shall be considered

- 1 instructional time. Other elementary teachers, including art and music teachers, will not be assigned to  
2 playground supervision at the elementary school.
- 3 10. To maximize classroom performance at the elementary school and to increase teacher student  
4 interactive contact time, it is important to establish periods of uninterrupted class time. At each  
5 elementary school, every effort will be made to guarantee that two (2) days per week for ninety (90)  
6 minutes each day, no student will be taken out of class for any reason. Each elementary building will  
7 work to increase, if possible, these two (2) days per week of ninety (90) minutes uninterrupted class  
8 time to every day. The Building Committees at the elementary level will annually review the progress  
9 towards this goal. If this goal is not reached, the Building Committee will outline a plan for achieving  
10 this goal and present that plan to the District Committee.
- 11 11. Preparation time for elementary teachers, with the exception of grades K-1, assigned to a split class  
12 shall include a thirty (30) minute block of time per week more than that of a classroom teacher  
13 assigned to one grade level.
- 14 12. At the intermediate, junior high and high school levels, the principals will work to schedule teachers  
15 for no more than three consecutive instructional classes, unless scheduling patterns dictate.
- 16 D. Traveling Teachers/Teachers Split Between Two Departments
- 17 1. Teacher travel will be minimized during the school day to promote the best possible schedule. Unique  
18 situations may occur within the schedule of a traveling teacher that need to be resolved. These  
19 situations may be resolved by the teacher(s) and the Personnel department, the principals or the  
20 buildings and/or the Building Committee of the affected building.
- 21 2. Any elementary art/physical education/general music teacher with an assignment of .85 or greater, but  
22 less than 1.0 in one (1) building or between two (2) buildings, will be considered to have a full time  
23 schedule.
- 24 3. Elementary art/physical education/general music teaching assignments may be changed if that will  
25 help to assure one (1) full time person in a building.
- 26 4. Elementary traveling teachers and elementary-secondary traveling teachers will have instructional time  
27 up to 270 minutes with students on the day(s) they travel.
- 28 5. A traveling teacher who is split between the intermediate, junior high school and the high school will  
29 not be assigned more than five (5) classes per day. If it is necessary to assign that teacher a sixth class,  
30 he/she will be paid for this extra assignment at the rate listed in the additional class option (ARTICLE  
31 XV, Item K, and Section 3).
- 32 6. Teachers, assigned to more than one (1) building per day will have a minimum of thirty (30) minutes,  
33 when the distance between buildings is greater than one (1) mile to travel between their schools which  
34 will be counted as their duty. If an additional duty is assigned, it must be for the purpose of  
35 completing their teaching load. Elementary traveling teachers will not be assigned any bus supervision  
36 on days that they travel. All teachers required to travel within the school day will be paid mileage as  
37 listed on the mileage chart (Appendix 11) between schools and at the rate specified in this contract in  
38 ARTICLE XV, Item A.
- 39 7. A Junior High or High School (7-12) teacher teaching in two departments will have no more than three  
40 (3) preparations unless he or she agrees to have more. Mixed level classes within a classroom period  
41 shall be construed as one (1) preparation. Every effort will be made to limit the number of  
42 preparations for teachers assigned to more than one (1) building.
- 43 E. Non-Teaching Duties & Supervisory Assignments
- 44 Non-teaching duties that occur at the high school, junior high or the intermediate school will be those  
45 duties which are equal to one class period. At all levels, monitoring of students for a time period up to  
46 fifteen (15) minutes will be classified as a supervisory assignment. If lack of staffing would cause an  
47 unsafe environment for students or faculty, this fifteen (15) minutes maximum can be overridden with the  
48 agreement of the Building Committee.
- 49 1. The assigning of supervisory time at the intermediate school, junior high school and high school is for  
50 managing or monitoring students. Supervisory assignments which occur during the regular scheduled  
51 class time for students shall be the monitoring of arrival and dismissal activities of students. Those

- 1 supervisory assignments which fall outside the students' academic day will be a maximum of fifteen  
2 (15) minutes before or after school unless there is an override approved by the Building Committee.
- 3 2. Data processing procedures will be used at all levels to reduce teacher clerical tasks related to  
4 attendance and other record keeping items. Accurate attendance reporting remains a responsibility of  
5 the teacher.
- 6 3. The typing and duplicating of instructional materials and examinations are the responsibility of the  
7 classroom teacher; however, it will be done by the district support staff whenever possible. Clerical  
8 and other secretarial jobs which are needed for the general operation of the building, and do not  
9 directly relate to the individual teacher's classrooms will not be assigned to the teacher (unless he/she  
10 chooses to volunteer) as a non-teaching duty or a supervision.
- 11 4. Teachers shall not be assigned janitorial duties.
- 12 5. The list of supervisory or non-teaching duties shall be agreed upon by the Building Committee prior to  
13 the beginning of each school year (or each semester at the high school level). The Building Committee  
14 will also ensure that under-staffing and over-staffing does not occur.
- 15 6. Building Committee will develop a plan if it determines that additional supervision and/or involvement  
16 is needed at events taking place outside regular school hours.
- 17 7. The procedure for the assignment of non-teaching duties at all levels will be:
- 18 a. The administration will decide which period or time of day the appropriate group of teachers will  
19 perform their duties.
- 20 b. On the work day before school begins (also on the work day before the second semester in the  
21 middle schools and the high schools), the appropriate group of teachers will meet with the  
22 designated administrator and begin the process of deciding which duties they each will perform,  
23 based on the list of duty needs supplied by the administration for their period or time of day. If a  
24 mutual decision by the group cannot be reached, the duties will be decided by lot. This process of  
25 selecting duties will be completed within the first two weeks of school.
- 26 8. Intervention labs will be considered a non-teaching duty as long as they do not require the teacher to:
- 27 a. Assign grades or grant credit
- 28 b. Present a lesson or make lesson plans
- 29 c. Have an approved course of study
- 30 If any of the items stated above are included in the design of the intervention lab, the lab will be  
31 considered a class and will count as such when teachers are assigned to it. This language is not  
32 intended to prevent teachers from tutoring students.
- 33 9. Learning labs at the high school will be considered subject area support for helping students. Learning  
34 labs will not require the teacher to:
- 35 a. assign grades or grant credit,
- 36 b. present a lesson or make lesson plans,
- 37 c. teach an approved course of study.
- 38 If any of the items stated above are included in the design of the learning lab, the learning lab will be  
39 considered a class and will count as such when teachers are assigned it. Teachers assigned to learning  
40 labs will not be assigned to a non-teaching duty. This language is not intended to prevent teachers  
41 from tutoring students.

42 **F. Flexibility of Times**

43 **1. Starting and Leaving**

44 The Building Committee may decide to vary the starting and ending times of the school day for the  
45 staff or for individual teachers.

46 Example: The normal day is 7:30 A.M.- 3:30 P.M. A principal may permit a teacher to  
47 start at 7:05 A.M. and depart at 3:05 P.M.





1 6. Time for Assuming A District Supplemental Contract

2 Teachers who assume a district supplemental contract shall be released at the completion of their  
3 classroom/supervisory duties to report for the purpose of conducting an activity under a supplemental  
4 contract. Principals should make every effort to schedule extra duty assignments and classes to  
5 accommodate a teacher's supplemental contract. However, the teacher must still report for regular  
6 activities when scheduled such as faculty meetings, team meetings, conferences, etc.

7  
8 ARTICLE IX

9 TEACHER EVALUATION AND PROFESSIONAL DEVELOPMENT

10 A. Teacher Evaluation Program

- 11 1. The Berea City Schools Teacher Evaluation Program will comply with the provisions of Ohio Revised  
12 Code.
- 13 2. All challenges to non-renewals resulting from the implementation of the provisions and guidelines of  
14 the Teacher Evaluation Program are subject to resolution exclusively under the grievance procedure of  
15 the Contract. Such grievances are limited to procedural errors only, unless otherwise specified.
- 16 3. All Berea City School District bargaining unit members will receive a copy of the Teacher Evaluation  
17 Program Booklet which also constitutes part of this Contract.
- 18 4. A yearly stipend of 9% of the base salary to be paid to members of the District Review Board.
- 19 5. During the summer, DRB members may use additional extended days paid at their per diem rate upon  
20 mutual agreement of the BFT President and the Director of Personnel.

21 B. Berea Professional Development Committee

- 22 1. The Berea City Schools' Professional Development Committee (BPDC) will comply with the  
23 provisions of Ohio Revised Code.
- 24 2. The function of this committee is to make recommendations to the Ohio Department of Education for  
25 the re-certification or re-licensure of BCSD employees.
- 26 3. All BCSD certified staff will receive a copy of the BPDC Process and Procedures Booklet, which also  
27 constitutes part of this contract.
- 28 4. All appeals on non-approval of the Professional Development Plan by the BPDC are subject to  
29 resolution exclusively under the grievance procedures of the contract. Such grievances are limited to  
30 procedural errors by the BPDC only, unless otherwise specified.
- 31 5. A yearly stipend of 9% of the base salary shall be paid to members of the Berea Professional  
32 Development Committee.
- 33 6. Members of the BPDC may use additional extended days paid at their per diem rate upon mutual  
34 agreement of the BFT President and the Director of Personnel.

35 ARTICLE X

36 REDUCTIONS IN STAFF AND VOLUNTARY/INVOLUNTARY TRANSFERS

37 A. Staffing Procedures

- 38 1. For the purpose of staffing, each building will establish a Staffing Committee made up of the Building  
39 Representative(s), the Curriculum Leaders, and designated Administrators.
- 40 2. At the middle school and high school, the Administration, after receiving their staffing allotment, and  
41 the prospective student enrollment, will develop a preliminary listing of classes/sections for the next  
42 school year to be shared with the Staffing Committee. At the elementary school, the Administration  
43 will review the prospective student enrollment and determine the number of staff/sections which are  
44 needed at each grade level.
- 45 3. The Administration will share the preliminary listing with the Staffing Committee at the high school  
46 and the middle schools to review and reach consensus on which classes/sections are to be scheduled  
47 for the next school year. Sign-ups, rationales, and other pertinent information will be shared and

- 1 considered in the consensus making decision. Any alternatives to the agreed upon course offerings  
2 will be immediately shared with the Staffing Committee.
- 3 4. Staffing Committees at the elementary school will review projected staff enrollments at each grade  
4 level and the appropriate staffing patterns (sectioning, splits, teams, etc.) in light of the contract  
5 language. As changes need to be made through the staffing process, the Staffing Committee will be  
6 kept informed.
- 7 5. The staffing meetings will only determine placement for:
- 8 a. involuntary transfers;
- 9 b. assigning part time teachers to full time positions for the upcoming school year unless the District  
10 Review Board recommends otherwise.
- 11 c. assigning teachers to positions from the recall list;
- 12 d. the number of open positions to be posted; and
- 13 e. secondary teachers split between departments may be reassigned to either department or the ratio  
14 of teaching time between the departments may be re-configured.
- 15 All open positions are to be posted and all internal candidates must be interviewed. No teacher will be  
16 voluntarily transferred between buildings, grade levels, or subject areas during the staffing process.
- 17 6. The BFT Building Reps will be informed of all change of assignments prior to notification of the  
18 individuals impacted by these changes in each building.
- 19 7. Certificated/licensed position(s) will not be filled by a non-certified individual or by an independent  
20 company/agency without the approval of the District Committee.
- 21 8. When the District staffing process requires a variation in the staffing procedure, the specific situation  
22 will be shared with the District Committee to be problem-solved at that level.
- 23 9. No interchange of the classified/certified allotments will be permitted.
- 24 10. To fill a position, a teacher must be designated as "Highly Qualified" based upon the Federal Highly  
25 Qualified (HQT) definition and certified/licensed for each class they will teach.
- 26 11. No teacher will be placed on a Reduction in Force (RIF) list due to "Highly Qualified" status.

27 B. Reductions in Staff

28 When by reason of decreased enrollment of pupils, unforeseen emergency financial difficulty (defined by  
29 the district losing revenue previously budgeted equal to or greater than 1.5% of the prior year's total  
30 revenue), or return to duty of regular employees after leaves of absence, the Board decides it will be  
31 necessary to reduce the number of employees, it shall follow the procedure enumerated below.

32 1. Attrition

33 2. Reductions not achieved through attrition shall be made by not renewing limited contracts of  
34 employment. Notice of non-renewal shall be given on or before June 15 in accordance with Ohio  
35 Revised Code.

36 a. Seniority

37 Employees holding standard certification/licensure in the same field with longer, continuous  
38 service will be retained in preference to those with less continuous service. For the purpose of  
39 Reduction in Staff, the district will use a minimum of three years of OTES evaluations to  
40 determine comparability. Seniority will be the basis for teacher retention decisions when deciding  
41 between teachers who have comparable evaluations.

42 The order of preference for retention among or between full-time employees with the same length  
43 of continuous service, certified/licensed to teach in the same field, and equally qualified for  
44 retention, will be determined by lot. After the full time employee seniority order has been  
45 determined and listed, the part time employees' seniority rights will follow.

46 Tutors/Early Childhood Education (ECE) Teachers employed by the district who are hired as  
47 teachers will have a date of hire based on their date of employment as teachers. These tutors/Early  
48 Childhood Education (ECE), hired as teachers, will be given credit for their years of service in the

1 district as tutors/pre-school associates. In the draw for seniority, the tutor/ECE Teachers with the  
2 highest number of years of continuous service in the district will be given the first number. If two  
3 (2) or more tutors/ECE Teachers have the same number of years of continuous service, the order  
4 will be determined by lot. All other teachers with the same date of hire and no years of continuous  
5 service will draw by lot after the persons with years of continuous service.

6 Part time seniority will initially be determined by the percentage of a full time contract the  
7 individual was given at the date of hire. If two or more part time employees, with the same date of  
8 hire and certification/licensure, have equal part time contracts, these individuals' seniority will be  
9 determined by lot.

10 These determinations shall be made and each person notified of his/her seniority rank annually in  
11 September for all "new hires."

12 b. Measuring Length of Service

13 For the purpose of determining preference for retention, seniority with the school district will be  
14 measured on the basis of the length of actual uninterrupted service without regard to the particular  
15 number of hours or days worked by employees during the period of service. Seniority will not be  
16 interrupted or affected by authorized leaves of absence with pay or authorized leaves of absence  
17 without pay for illness or disability, including pregnancy. Leaves of absence without pay for  
18 reasons other than pregnancy, disability or illness, will result in a proportionate decrease in  
19 seniority. The seniority of an employee who has returned to employment following resignation or  
20 other termination of employment will be measured from the date of return.

21 c. Later Offers of Re-Employment

22 Employees notified on or before June 15 that their limited contracts are not being renewed for the  
23 following school year due to reductions in staff will be offered re-employment in order of  
24 seniority prior to non-renewal. Re-employment will occur when (1) the employee has the  
25 necessary standard certification/licensure for the available positions and when (2) there are a  
26 sufficient number of available positions.

27 The employee must keep the school district informed of his/her current telephone number and a  
28 mailing address where he/she can be reached.

29 An employee who is offered and declines a full time position for re-employment will have  
30 resigned and his/her name will be removed from the re-employment list. An employee may  
31 decline a part time position and remain on the list without forfeiting his/her position on the list.  
32 Should an employee decline a part time position, it will be understood that any additions to the  
33 position or vacancies which occur during the school year will be offered first to the teacher who  
34 has accepted a part time position. The employee will sign an affidavit acknowledging this  
35 understanding. (Appendix 13)

36 If re-employment does not occur through the second September after non-renewal, then the  
37 employee must make application according to established procedures in order to be considered for  
38 future employment.

39 3. Suspension of Contracts

40 To the extent reductions are not achieved through attrition and the non-renewal of limited contracts,  
41 reductions will be achieved in accordance with the suspension of contract procedures set forth in  
42 Section 3319.17, Ohio Revised Code. If no other method can be found to rectify the budget deficit,  
43 before any suspensions of contracts may occur, a committee of four (4): two (2) administrators from  
44 the past negotiating team appointed by the Superintendent, and two (2) teachers from the past  
45 negotiating team appointed by the President of BFT, must meet to resolve the issue of the budget short  
46 fall. Contract suspensions will be made by the Board of Education in accordance with the  
47 recommendations of the Superintendent of Schools. In making his recommendations to the Board of  
48 Education, the Superintendent of schools shall, within each teaching field affected, first give  
49 preference to teachers on continuing contracts. The Board shall not give preference to any teacher  
50 based on seniority, except when making a decision between teachers who have comparable  
51 evaluations. For the purpose of Suspension of Contracts, the district will use a minimum of three years  
52 of OTES evaluations to determine comparability. Seniority will be the basis for teacher retention  
53 decisions when deciding between teachers who have comparable evaluations. Teachers whose  
54 continuing contracts are suspended will have a right of restoration of continuing service status in the

- 1 order of seniority of service in the district if and when teaching positions become vacant or are created  
2 for which any of such teachers are or become qualified.
- 3 4. Any employee subject to Reduction in Staff must be notified in a private conference with the principal.  
4 Written notice of the Board's action must be given by June 15.
- 5 C. Vacancies
- 6 1. All teachers interested in a vacancy within their building:
- 7 The Building Committee will meet to determine and communicate in writing all vacant teaching  
8 positions within their building prior to the position being posted by the Personnel Office. Teachers  
9 with like certification who currently hold a similar position within the building and who wish to  
10 transfer to the vacant teaching position must contact the Building Committee in writing. The Building  
11 Committee then may fill this vacant position with any of the internal applicants, as long as the teacher  
12 remains in the same standard certification/licensure area. As new vacant teaching positions (a third  
13 grade position as opposed to a second fourth grade position) become available after the initial  
14 communication by the Building Committee, the Building Committee will communicate the new vacant  
15 teaching positions within their building prior to that position being posted by the Personnel Office. No  
16 position may be communicated more than once internally unless the position is changed.
- 17 2. Vacancies within the system filled internally:
- 18 a. All teachers interested in a vacancy in another teaching certification/licensure area or to another  
19 building must respond to the job posting in writing. All teachers applying must be interviewed by  
20 an interview team.
- 21 b. Those teachers expressing an interest in a vacancy will be interviewed for an assignment before  
22 new teachers are hired.
- 23 c. When vacancies occur anytime during the year, with the exception of the two (2) weeks prior to  
24 the teachers' first work day, the vacancies will be posted internally.
- 25 (1) District-wide interview teams will be used at the elementary and secondary level, when  
26 deemed appropriate by the District Committee. Each district-wide interview team will be  
27 formed using the following guidelines:
- 28 (a) A BFT building representative or his/her designee from each school having a vacancy;
- 29 (b) Two administrative representatives;
- 30 (c) Additional staff members, up to a total of nine (9) interview team members, may be  
31 added to the team by mutual consent of the interview team.
- 32 (2) When a district-wide interview committee is not utilized, the Building Committee will  
33 oversee that the interview team selection process adheres to the following guidelines:
- 34 (a) A BFT building representative or his/her designee;
- 35 (b) Another employee with a site-based perspective selected by the BFT representative;
- 36 (c) The administrative head of the affected opening or his/her designee;
- 37 (d) A second administrator or staff member with a site-based perspective selected by the  
38 administrator/supervisor.
- 39 (e) Additional members, up to a total of eight (8) interview team members including  
40 classified staff members where appropriate, may be added to the team by mutual consent  
41 of the interview team.
- 42 (f) The teachers on the interview team will be comprised of persons with diverse years of  
43 experience.
- 44 (g) The use of single, building-wide interview teams is encouraged at the elementary and  
45 middle school levels.
- 46 d. The interview team should not be formed until the internal posting process has been completed.  
47 Team members will respect the confidentiality of all candidates. The interview team will be  
48 trained regarding the competencies of the position and sensitivity to minority hiring. The  
49 interview team will use established guidelines to interview all internal candidates and reach a

1 decision, selecting any or none of the candidates, by consensus. At the conclusion of the interview  
2 process, interview team members will complete the interview process form.

3 Postings will last at least five (5) days and last no longer than fifteen (15) days and all internal  
4 candidates who will be considered for that posting must apply within the window period of the  
5 posting. No position may be posted more than once internally unless the posted part time position  
6 is changed to a full time job. When a part time job posting is changed a full time job, it must be  
7 re-posted unless it has already been filled. No internal candidate may be hired into a position who  
8 did not apply during the posted window.

9 3. Vacancies within the district filled externally:

10 If no internal applicant is chosen, the vacancy will be posted externally. One of the two interview team  
11 processes from 2c above will be utilized. The interview team will be trained regarding the  
12 competencies of the position and sensitivity to minority hiring. The interview team will use  
13 established guidelines to interview all external candidates. However, the President of the BFT and the  
14 Superintendent may agree to alternative options which will result in a more expeditious way of filling  
15 the vacancies in areas of specific needs or in areas where there are shortages of available candidates.

16 4. Vacancies will be subject to the following guidelines:

- 17 a. When a vacancy occurs during the course of a school year, the Interview Team will recommend a  
18 suitable starting date for the transfer which may be the beginning of the next school year. Should  
19 the transfer be the beginning of the next school year, the candidate will be considered "on staff" at  
20 the appropriate seniority level when staffing for the building is determined. If no applicant is  
21 chosen for the vacancy, the vacancy can be filled with a long-term substitute, or posted externally  
22 at the discretion of the Director of Personnel.
- 23 b. The President of the BFT will receive a copy of each posting as it occurs and also a list of all  
24 applicants for that posting within two (2) days after the closing of the window for application.
- 25 c. Teachers interested in receiving information that becomes available during the months of June,  
26 July, and August shall notify the Personnel Office in writing during the month of May.
- 27 d. Long term substitutes will not be used for (1) leave of absence of one or more school years; (2)  
28 maternity leaves of one or more school years; or (3) positions which are vacated prior to the  
29 beginning of the school year.
- 30 e. Long term substitutes hired for vacancies of fifty-nine (59) days or more must have the  
31 appropriate certification/licensure for the position. If any exceptions are necessary, the District  
32 Committee will be involved.

33 5. Administrative Openings (Excluding Superintendent and Treasurer)

34 All openings for administrative positions (including administrative interns) shall be listed in a bulletin.  
35 A job description or statement of qualifications shall be posted in a designated area in each school, as  
36 far in advance of the appointment as possible and ordinarily at least thirty (30) days in advance. A  
37 team of administrators, teachers, and where appropriate, OAPSE members, will be formed to interview  
38 and make recommendations to the Superintendent. The makeup of this interview team may be altered  
39 by Mutual agreement with the BFT President and the Personnel Director

40  
41 6. General Procedures for Administrative Internships

- 42 a. Administrative internships will be annual assignments limited to one (1) four-year internship  
43 during employment within the Berea City School District. At the end of the internship, that  
44 person will be reassigned to the classroom.
- 45 b. Administrative interns may apply for other administrative intern vacancies while serving in a four-  
46 year internship. If chosen, the administrative intern will only be able to serve in the new position  
47 for the remainder of the initial four-year period.
- 48 c. If a catastrophic event interrupts an internship, the Superintendent and the President of the BFT  
49 will mutually decide whether to offer that person a second intern assignment at a later date.
- 50 d. Interns will be evaluated using the administrative intern evaluation system. (form included in the  
51 Teacher Evaluation Program booklet) Interns returning to the classroom who were previously

- 1 employed by the Berea City School District will return to their prior status in the Teacher  
2 Evaluation Program. Interns going into the classroom who were not previously employed by the  
3 Berea City School District will be assigned a consulting teacher and begin at the entry level of the  
4 evaluation program.
- 5 e. Administrative internships will be four (4) years in duration.
- 6 f. Interns returning to the classroom will be assigned to their original position. If the administrative  
7 intern cannot be returned to the original position because it has been eliminated or because it is  
8 now held by a more senior teacher, the returning administrative intern will be given a like position  
9 as defined by the contract.
- 10 D. Involuntary Transfers and Assignments
- 11 1. General Procedures for Involuntary Transfers
- 12 a. Any teacher who is involuntarily transferred will be informed in a personal and private conference  
13 with the principal between April 1 and May 15, except for transfers covered in the section titled  
14 "Transfers Due to Performance or Personnel Problems."
- 15 b. The materials and supplies of the transferred teacher will be moved, if requested, to his/her new  
16 school by Board personnel and vehicles. The procedures to be followed are:
- 17 (1) All materials to be transported must be boxed in cartons provided by the Board and labeled by  
18 the teacher. Privately owned valuable property will be transported, but with no liability  
19 incurred to the Board for loss or damage. (Non-standard furniture and equipment are not  
20 included.)
- 21 (2) On or before the teacher's last scheduled work day, boxes of materials to be moved shall be  
22 placed by the school district in a location designated by the building principal.
- 23 (3) Materials and/or supplies being moved shall be delivered to the teacher's new building at least  
24 two weeks prior to the teacher's first scheduled work day.
- 25 c. Needed basic supplies and curriculum materials will be available to the transferred teacher. The  
26 following list of basic items shall be provided:
- 27 (1) Teacher desk and chair;
- 28 (2) Curriculum guides;
- 29 (3) A four-drawer file cabinet;
- 30 (4) Teacher manuals and an adequate number of pupil books;
- 31 (5) Teacher supplies, art supplies, and audio-visual equipment equivalent to those of other  
32 classrooms at that grade level in his/her building.
- 33 d. If requested, a teachers being involuntarily transferred to another building shall be granted up to  
34 two (2) extra work days for the purpose of packing and/or unpacking materials. The teacher shall  
35 be paid at the current daily rate for staff development. This provision does not apply to transfers  
36 under ARTICLE X, Item D, Section, Part b, Number 7.
- 37 2. Involuntary Transfers and Assignments may be initiated by the Superintendent or designee for three  
38 reasons: a) as a result of reduction or increase in student enrollment; b) as a result of district-wide  
39 and/or individual school staff needs; and c) as a result of performance factors or personnel problems.
- 40 a. Transfers Due to Reductions or Increase in Enrollment
- 41 (1) The teacher(s) to be transferred involuntarily shall be informed in a private conference with  
42 the principal on or before May 15 of each year.
- 43 (2) The teacher(s) to be transferred may schedule a conference concerning the transfer(s) with the  
44 Superintendent's designee at any time.
- 45 (3) Teachers transferred involuntarily shall receive their assignments at the same time as other  
46 personnel.
- 47 (4) These involuntary transfers may not occur after May 15 except as noted in ARTICLE X, Item  
48 D, and Section 2b.

- 1 (5) Part time employees and employees on the recall list will be assigned during the staffing  
 2 process to available full time positions for the next school year for which they are  
 3 certified/licensed.
- 4 b. Transfers Due to District-Wide/Individual School Needs
- 5 (1) It may be necessary to involuntarily transfer staff to meet district wide needs or needs in  
 6 individual schools.
- 7 (2) It may be necessary to balance licensed/certificated staff of a school in such factors as, but not  
 8 limited to, sex, experience, racial, and ethnic backgrounds.
- 9 (3) It may be necessary to transfer staff based on changing enrollment patterns.
- 10 (4) At the elementary level, when a split class is to be eliminated for the upcoming school year,  
 11 the teacher of the split class will be considered as a teacher from the grade level he/she taught  
 12 before taking the split class and in compliance with the established seniority procedure.
- 13 Example: Teacher A is a second grade teacher. Teacher A takes a  $\frac{2}{3}$  split class. The split  
 14 class is eliminated at the end of the year. Teacher A then goes back to the  
 15 second grade seniority list at that building.
- 16 (5) All issues regarding the involuntary reassignment of teachers from a multi-age grade grouping  
 17 team or looping pattern will be addressed initially by the Building Committee. If a resolution  
 18 cannot be determined, a committee consisting of two (2) BFT representatives appointed by  
 19 the President of the BFT, and two (2) administrators appointed by the Superintendent will  
 20 determine a solution.
- 21 (6) a. All issues regarding the involuntary reassignment of teachers from a looping team will be  
 22 addressed by a committee consisting of two (2) BFT representatives appointed by the  
 23 President of the BFT and two (2) administrators appointed by the Superintendent.
- 24 b. The seniority for elementary teachers entering a two-year looping cycle will be based upon  
 25 the grade level he/she taught before entering the looping cycle.
- 26 When a two-year looping cycle is to be ended for the upcoming school year, seniority of  
 27 the looping teachers will be based upon the grade level he/she taught before entering the  
 28 looping cycle and in compliance with other established seniority procedures.
- 29 (7) In the event of a permanent school closure or district/grade level restructuring plan, a  
 30 committee will be appointed by District Committee to work on a transition plan and  
 31 transition-related issues.
- 32 c. Transfers Due to Performance Factors or Personnel Problems
- 33 The Board and BFT recognize the importance of a teacher's service, support, and commitment to a  
 34 particular school. Unique needs or specific problems that an individual possesses or develops may  
 35 necessitate his/her transfer to another school. Such transfer may not occur unless the following  
 36 procedures have been followed:
- 37 (1) Performance Factors
- 38 Transfers due to performance factors will not occur unless a teacher has been identified for  
 39 intervention. Changes that occur must be an integral part of the intervention process which  
 40 will be outlined by the consulting teacher and approved by the District Review Board.
- 41 (2) Personnel Problems
- 42 (a) By January 15<sup>th</sup> of the school year, the principal must notify the teacher of the potential  
 43 for an involuntary transfer and the reason(s) for such possible transfer.
- 44 (b) A plan of support and improvement leading to the resolution of the problem or of the  
 45 need must be developed by the principal and the teacher and undertaken. The teacher has  
 46 the right to involve a third party in the development of this plan. If the problem is  
 47 resolved, the teacher must be notified that he/she will remain in the building.



1 (3) If resolution or satisfaction is not achieved and the decision is made to transfer the teacher to  
 2 another building, the provisions governing involuntary transfer set forth in Section D will be  
 3 initiated. When possible, the transferred teacher will be assigned to a position that does not  
 4 require the transfer of another teacher.

5 E. Salary Notice/Teaching Assignment

- 6 1. The salary notice shall contain the teacher's annual salary and number of days in the work year and  
 7 where the teacher is placed on the salary grid including years of service and college training.  
 8 2. The assignment notice will include the teacher's grade(s), subject area(s), and the building(s).  
 9 3. Assignment letters shall be issued on or before May 31.

10

11

ARTICLE XI

12

SPECIAL TEACHING AREAS

13

A. Tutors

14

The following section applies to Tutors, Limited English Proficient Tutors (LEP), Title I Tutors and  
 15 Title I Like Tutors.

16

1. Tutor Salary Schedule Without Pick-Up

17

The schedule below is based on a tutor working 7.5 hours per day, excluding lunch. (Individuals  
 18 working less than 7.5 hours per day will be paid on a pro rated basis using the salary schedule below.)

19

Tutor Salary 2013 – 2016  
 Base

\$ 30,789.98

Experience

BA

MA

0	30787	34125
	1.000000	1.108433
1	31458	35062
	1.021792	1.138863
2	32129	35999
	1.043584	1.169293
3	32800	36936
	1.065377	1.199723
4	33471	37873
	1.087169	1.230153
5	34142	38814
	1.108961	1.260715
6	34833	39770
	1.131412	1.291771
7	35524	40726
	1.153864	1.322827
8	36215	41682
	1.176315	1.353884
9	36906	42638
	1.198767	1.384940
10	37600	43598
	1.221284	1.416128
11	38214	44758
	1.241230	1.453811
12	38828	45919

	1.261176	1.491494
13	39442	47079
	1.281122	1.529177
14	40056	48239
	1.301068	1.566860
15	40673	49400
	1.321113	1.604576

- 1  
2 Tutors that work in the Berea City School District for twenty (20) or more years will be placed on the  
3 teachers' salary schedule either on the BA or MA column at the step that ensures equal to or greater  
4 pay, and continue to advance thereafter using the yearly steps only.
- 5 Salaries will be paid over twenty-four (24) pay periods consistent with ARTICLE XXIII.
- 6 2. Salary placement for all tutors on the appropriate schedule will reflect service years in Berea and not  
7 more than eight (8) years from other school districts.
- 8 3. The administration will cluster hours to maximize full-time positions where students' schedules  
9 permit. Tutors wishing to work part-time should make the request in writing to the appropriate  
10 administrator on or before the last day of the school year.
- 11 4. The assignment process for tutors will occur annually no later than two weeks before the opening of  
12 school. Jobs will be assigned in order of seniority. Following the assignments, the tutor will meet  
13 with the appropriate administrator to discuss the program.
- 14 5. Tutors will remain in their present assignments unless a more senior tutor has been reduced from full-  
15 time to part-time. For the purpose of bumping, a tutor will be considered part-time at less than six  
16 hours a day.
- 17 6. Title I and Title I-Like tutors will receive thirty (30) minutes per day for every two (2) hours of student  
18 contact time for the purpose of making teacher contacts, lesson plan preparation and other activities  
19 and necessary duties. Title I and Title I-Like tutors who work less than two (2) hours per day will  
20 receive fifteen (15) minutes of preparation time per hour of student contact time.
- 21 7. Tutors will receive preparation time comparable to the teachers at their level (Elementary, Middle, and  
22 High).
- 23 8. Materials and supplies necessary for tutors to carry out their job description will be provided by the  
24 department/grade level in the building.
- 25 9. Tutors who are to be employed for the following school year will be notified on or before the last  
26 regular work day for teachers. This notification is dependent upon the availability of resources. This  
27 notice will include years of service in the district.
- 28 10. Tutors may apply and shall be considered for any teaching vacancies for which they are certified. If a  
29 tutor wishes to receive notification of openings, which may occur during the summer, he/she should  
30 submit this request in writing to the Personnel Office during the month of May.
- 31 11. Tutors will follow the teacher work year.
- 32 12. Tutors required to attend any meeting/program beyond their regularly scheduled workday must get  
33 prior approval by their administrator and will be compensated at their hourly rate. These extra pay  
34 hours will be recorded on a timesheet and paid January 30<sup>th</sup> and June 30<sup>th</sup>.
- 35 13. Tutors who work in more than one (1) building shall be paid for their travel between buildings  
36 (mileage rate x miles traveled).
- 37 14. Title I and Title I-Like tutors will work with students in accordance with Title I guidelines.
- 38 15. Continuing contract status will not be granted to tutors in the Berea City School District.
- 39 16. When it becomes necessary to reduce the tutoring staff, reductions not achieved through attrition shall  
40 be made by non-renewing the contracts of tutors, based on seniority. Non-renewal notices shall be  
41 given on or before the last work day for tutors. Tutors not notified by that date will be guaranteed a  
42 minimum of two (2) hours of employment per day for the next school year. Tutors will appear on the

- 1 seniority lists for the areas for which they hold certification. People who are assigned ten (10) hours or  
2 less, are not placed on the seniority list and are ineligible for any bumping rights.
- 3 17. Seniority for tutors shall be established in accordance with ARTICLE X, Item B, Section 2, Part a.  
4 The tutor seniority lists shall be considered separate and distinct from all other district certified  
5 seniority lists. The tutor reduction-in-force and recall list will parallel the certified reduction-in-force  
6 structure, ARTICLE X, Item B, but will function separately for each of the tutor classifications.  
7 Unique circumstances will be addressed by the District Committee.
- 8 18. Tutors, if RIFed within their classification shall be assigned to open tutoring positions for which they  
9 are certified before vacancies are posted. Tutors will take their original date of hire to their new  
10 tutoring classification.
- 11 **B. Intervention Specialists**
- 12 1. The Intervention Specialist's primary responsibility will be to serve the needs of the IEP students on  
13 his/her caseload in accordance with the Rules for the Education of Handicapped Children, and/or in  
14 accordance with state regulations.
- 15 2. In addition to daily planning time, each Intervention Specialist will be given one (1) release day for  
16 every eight (8) students on their case load (e.g. 1-8, 1 release day; 9-16, 2 release days, etc.) to  
17 complete tasks that are required by law or state guidelines, such as, but not limited to, writing IEPs or  
18 holding IEP conferences. Release days are not to be taken in less than half-day increments.  
19 Intervention Specialist must remain in-district when utilizing these release days. Release dates must be  
20 preapproved with the building principal at the beginning of each quarter.
- 21 3. Release time will be provided to Intervention Specialists for the purpose of jointly planning the  
22 transitioning of students. This may include conferencing, visitation, or the formulation of a transitional  
23 IEP. Release time for transitioning will apply to the following:
- 24 a. Preschool to Kindergarten  
25 b. Fourth grade to fifth grade  
26 c. Sixth grade to seventh grade  
27 d. Ninth to tenth grade
- 28 4. Each Intervention Specialist will be given board adopted student texts, the teacher texts, and  
29 workbooks available for the grade level(s) and/or courses in which he/she is working.
- 30  
31 **C. Speech/Language Pathologists**
- 32 1. The Speech/Language Pathologist's primary responsibility will be to serve the need of the IEP students  
33 on his/her caseload in accordance with the Rules for the Education of Handicapped Children, and/or in  
34 accordance with state regulations.
- 35 2. Each pathologist will be given board adopted student texts, the teacher texts, and workbooks available  
36 for the grade level(s) and/or courses in which he/she is working.
- 37 3. Speech/language pathologists will receive the services of one district-wide instructional assistant for  
38 the purpose of resource development and specially trained in the use of augmentative devices, assistive  
39 technology, or other specialized instructional materials.
- 40 4. Speech/language pathologist will prepare/write IEPs/MFEs in accordance with the 3:1 model.
- 41 **D. Teachers Assigned to Snow School**
- 42 1. Teachers shall be permitted to attend all planning team and treatment conferences regarding their  
43 students if approved by the building principal.
- 44 2. To promote site-based management decisions at Snow School, the Building Committee will problem  
45 solve issues of parent-teacher conferences, district in-service programs, etc., to reflect the unique needs  
46 of the facility. Recommendations for site-specific decisions, which differ from the established district  
47 schedule, will be sent to the District Committee for review and approval.
- 48 3. The Building Committee will annually establish the days for parent-teacher conferences to be held.  
49 These conferences may occur on days other than those established for the rest of the district.

- 1           4. In the event an Intervention Associate who is assigned to a teacher is absent, a substitute will be  
2           provided, if one is available.
- 3           5. If the principal determines that it is necessary to schedule an Individualized Educational Plan  
4           Conference during the student's day, arrangements shall be made to enable the teacher to attend with  
5           approval of the principal.
- 6           6. In addition to daily planning time, each Intervention Specialist will be given one (1) release day for  
7           every five (5) students on their case load (e.g. 1-5 1 release day; 6-10, 2 release days) to complete tasks  
8           that are required by law or state guidelines, such as, but not limited to, writing IEPs or holding IEP  
9           conferences. Release days are not to be taken in less than half-day increments. Intervention  
10          Specialists must remain in-district when utilizing these release days.
- 11          In addition to daily planning time, each Intervention Specialist responsible for alternate assessment  
12          will be given one (1) release day for every three (3) alternate assessments on their case load (e.g. 3, 1  
13          release day; 4-6 2 release days; 7-9 three release days). Intervention Specialist must remain in-district  
14          when utilizing these release days. In the event an Intervention Specialist has only one (1) or two (2)  
15          alternate assessments, arrangements will be made between the building principal and Director of Pupil  
16          Services for release time.
- 17          Each teacher will be given board adopted student texts, the teacher texts, and workbooks available for  
18          the grade level(s) and/or courses in which he/she is working.
- 19          7. The Berea Board of Education will provide one (1) Intervention Associate to assist in all special area  
20          classes at Snow School.
- 21          8. Each teacher assigned to Snow School is required to attend crisis intervention training annually as  
22          provided by the District. Per-diem will be paid for any crisis intervention training which occurs  
23          outside of the school day.
- 24          9. All teachers have the right to work in safe and healthful conditions (see ARTICLE VI, Section C,  
25          Items 1 and 2). Recognizing the ongoing issues of safety and liability for teachers assigned to Snow  
26          School and the Secure Treatment Center, the Building Committee will identify concerns and collect  
27          data regarding issues of concern. Its recommendations will be presented to the District Committee for  
28          review and resolution.
- 29          10. When a student from Snow School integrates into a Berea City School District school, a transition  
30          meeting will occur between the sending teacher/administrator and the receiving educational staff.
- 31          11. Class size will not exceed ten (10) (IEP and non-IEP students).
- 32          12. Any committee that is formed to study issues that develop at Snow School must include at least one (1)  
33          Snow School Building Rep or designee on the committee.

34   E. Teachers Assigned to Gifted Services Program

- 35          1. Staff for the Gifted Services Program and Project Enrich will comprise a minimum of:  
36                               One full-time teacher for the high school program  
37                               One full-time teacher for the middle school program  
38                               Two full-time teachers for the elementary program
- 39          2. When available, the Gifted Services program will be assigned a classroom or its equivalent in each  
40          elementary and middle school.

41   F. Counselors

- 42          1. If a counselor desires a change in the established extended time schedule, the counselor and his/her  
43          immediate supervisor will mutually agree upon an alternate schedule for that extended time.
- 44          2. In order to adequately perform their role and responsibilities within a building, counselors will not be  
45          assigned regularly scheduled duties or supervisions.
- 46          3. Because of the inherently conflicting roles, no counselor will be involved in the disciplinary procedure  
47          of students. Counselors will, however, continue to work with students or groups of students to help in  
48          the behavior changes needed to improve student attendance and attitudes.

1 G. Early Childhood Education Teacher (ECE Teacher)

2 1. ECE teachers shall receive a salary on the following basis:

3 YEARS OF EXPERIENCE AS AN EARLY CHILDHOOD EDUCATION TEACHER

4 <u>2013-2014 School Year</u>	<u>0-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15+</u>
5 Associate or	\$21,213	\$23,414	\$25,910	\$28,203
6 BA Degree				
7 MA Degree	\$23,178	\$25,156	\$27,381	\$29,484

8 A committee will be formed by September, 2013 by the Director of Personnel and BFT President to  
9 review the salary structure of the Early Childhood Education (ECE) Teachers. This committee will  
10 share their findings and recommendations with the District Committee by January 31, 2014.

11 2. Class size and Preschool Assistant time will be governed by the State Licensing Regulations.

12 3. The ECE calendar will correspond with the district calendar.

13 4. Every ECE teacher will schedule two evenings and one day of parent-teacher conferences in the fall.  
14 The fall conference will be scheduled in conjunction with the host elementary building's conferences.  
15 Spring conferences will be scheduled by the Preschool Coordinator. ECE Intervention Specialist will  
16 follow the conference schedule of the Early Childhood Program.

17 5. Home visits for students receiving Entitlement Grants will be scheduled as required by the Early  
18 Childhood Education Entitlement Grant Regulations. These home visits will be scheduled  
19 cooperatively by the Preschool Coordinator and the affected ECE teachers. Each ECE teacher will be  
20 compensated for ninety (90) minutes at his/her regular rate of pay for the visit, preparation, and travel  
21 associated with the visit.

22 6. Every effort will be made to minimize travel time between buildings. All ECE teachers required to  
23 travel within the school day will be paid mileage as listed on the mileage chart (see appendices)  
24 between schools and at the rate specified in this contract in ARTICLE XV, Item A.

25 7. Preparation time will be mutually scheduled through the cooperative efforts of the Preschool  
26 Coordinator and the ECE teacher. Every effort will be made to provide each ECE teacher with a  
27 minimum of ninety (90) minutes of preparation time per day.

28 8. ECE staffing will comply with state regulations. Seniority for ECE teachers shall be established by  
29 uninterrupted length of service in the preschool program. The ECE teacher's seniority list shall be  
30 considered separate and distinct from all other district seniority lists. The ECE teachers' reduction-in-  
31 force and recall list will parallel the certified reduction-in-force structure, ARTICLE X, Item B.

32 a. By August 1, the ECE teacher will be informed regarding the enrollment status of the program.

33 b. By August 15, a determination will be made regarding which preschool program will operate at  
34 each site.

35 c. If all programs are not filled for an-ECE teacher at a particular site, then the employment status of  
36 said ECE teacher will be reduced accordingly (i.e., .8, .7, or .5).

37 9. If a full-time ECE teacher has had two years of reduced employment status, that person will be  
38 reassigned to the full-time position held by the least senior preschool associate.

39

40 H. Library/Media Specialists

41 The library/media specialist teaches the course of study, plans for instruction individually and with other  
42 teachers, and manages the operation of the library including collection development, book selection, budget  
43 responsibilities, and other management activities. Library/media specialists serve as teachers, planners,  
44 facilitators, and managers on a weekly basis.

45 Library/media specialists are not held to the instructional minutes' provision outlined in ARTICLE VIII,  
46 Item C.

1 ARTICLE XII

2 INSTRUCTIONAL DELIVERY FOR STUDENTS

- 3 A. Section 1412 of the Individuals with Disabilities Education Improvement Act (IDEIA) mandates that  
4 children with disabilities are educated in the Least Restrictive Environment (LRE) to the maximum extent  
5 appropriate, as determined by the IEP team.
- 6 B. Recognizing the importance of maintaining educational balance in regular classroom settings, assignment  
7 of students to regular education classes shall be made judiciously. Each building will utilize Intervention  
8 Specialists in a manner that aligns with the building schedule and the needs of the students on IEPs.
- 9 1. At the elementary level, each grade level in conjunction with the Intervention Specialist and  
10 Administration will use the consensus model to determine scheduling of students with IEPs.
- 11 2. At the middle school level, each team or department in conjunction with the Intervention  
12 Specialist and Administration will use the consensus model to determine scheduling of  
13 students with IEPs.
- 14 3. Using the consensus model at the high school level, all curriculum leaders will work in  
15 collaboration with the Intervention Specialists, Guidance Counselors, and Administration to  
16 determine scheduling of students with IEPs.
- 17 \* If consensus cannot be reached, the Special Education Coordinator along with a BFT designee  
18 will facilitate the decision - making process.
- 19 C. Training and transition will occur when a student who requires assistance and/or support beyond the regular  
20 teacher and Intervention Specialist is integrated into a regular class to prepare the teacher/team/staff to meet  
21 the needs of that student. The training date/time will be arranged by mutual consent and be provided, when  
22 possible, during the school day. Any additional training which occurs outside of the school day or the  
23 school year will be reimbursed at the current staff development rate.
- 24 D. In the event that an Intervention Associate is absent, a substitute will be provided or provisions made  
25 within the building to provide coverage for the absent Intervention Associate.
- 26 E. For the integration of students on the caseload of an Intervention Specialist the following will apply:
- 27 1. The Intervention Specialist will not be figured into the class size ratio in a team situation.
- 28 2. The Intervention Specialist's responsibility will be to serve the needs of the IEP students on his/her  
29 caseload.
- 30 3. When additional instructional/behavioral support is needed for a student on the caseload of an  
31 Intervention Specialist, staff will meet, including the teacher in area of concern, to discuss the  
32 appropriate services and supports. If amendments to the IEP are needed, the IEP team will convene.
- 33 F. The IEP conference will be the joint responsibility of one of the child's regular classroom teachers, the  
34 Intervention Specialist, and speech/language therapist. If the conference is scheduled outside the working  
35 day, the members of this bargaining unit required to be present will be compensated at their hourly rate.
- 36 G. Intervention Specialists at the high school whose primary responsibility is a self-contained program (i.e.,  
37 autism unit, MH unit, ED unit) will not be assigned duties, but will use this time to meet the needs of the  
38 students on their caseloads. The remaining high school Intervention Specialists will be assigned to a  
39 dedicated Intervention Lab to provide accommodations as listed on accompanying referral form.
- 40 H. Each building at the elementary, middle, and high school level will receive Intervention Associate time in  
41 keeping with state and federal guidelines. Additional time will be allocated to meet individual student  
42 needs as determined by the IEP team.

43 ARTICLE XIII

44 INTERVENTION

45  
46 District Committee will form a subgroup, consisting of representative of the BFT and the Administration, to  
47 develop District-Wide Intervention Framework. The findings of this subgroup will be reported to the  
48 District Committee by March 31, 2014. The subgroup and the District Committee will make  
49 recommendations for implementation in the following school year.

1 ARTICLE XIV

2 TEACHER LEADERSHIP FUNCTIONS

3 A. Introduction

4 The duties of each teacher leadership positions shall be outlined in the job description.

5  
6 The job description rewriting committee defined in ARTICLE VI, Item I, will create a job description for  
7 each leadership position.

8  
9 The decision for re-appointment each year shall be made by the principal. Annually, stakeholders will be  
10 provided the opportunity to give feedback to the principal regarding the performance of the teacher leader.  
11 This feedback will receive consideration in the decision to reappoint the teacher leader. A decision to non-  
12 renew a teacher in a leadership position shall be based on a written performance evaluation.

13  
14 The term for all teacher leadership positions shall be 5 years. At the end of the 5 year team, the teacher  
15 leader will be non-renewed and the position considered a vacancy. The teacher may reapply for the same  
16 teacher leadership position. If there are no other applicants for that position, the teacher will be reassigned  
17 to same position. The District Committee shall establish a schedule so that all teacher leadership positions  
18 will not be vacant at the same time.

19  
20 Notification of non-renewal of any teacher's leadership function as listed above will be done by the  
21 principal in writing prior to May 15<sup>th</sup>.

22  
23 Vacancies will be posted for five (5) days within the building. Interview teams will not be formed until  
24 after the closing of the posting process. No teacher will be on the team to select his/her successor.  
25 Building based teacher leadership positions will follow the prescribed interview process as outlined in  
26 ARTICLE X, Item C, and Section 2.

27  
28 If a teacher leader vacancy is filled from outside the building, an involuntary transfer may result, subject to  
29 ARTICLE X, Item D.

30  
31 Stipends for all teacher leadership functions shall be paid in twenty-four (24) equal installments.

32  
33 B. Elementary Grade Level Chair

34 1. Each school will have one grade level chairperson for each grade and one special education  
35 chairperson per building. A teacher must be staffed full-time at that grade level or in the area in a  
36 building to be eligible to apply for and retain this position.

37 2. Elementary grade level chairpersons will receive a stipend of 5% of the base salary plus \$100.00 for  
38 each grade level member. Special education chairpersons will receive a stipend of 5% of the base  
39 salary plus \$100.00 for each member of the elementary Special Education team in the building.

40 C. Elementary District Special Area Chairpersons

41 1. The District will have one district elementary art chairperson, one district elementary music  
42 chairperson, and one district elementary HPE chairperson. Teachers must be staffed in the area at the  
43 elementary level at least .5 to be eligible to apply for and retain this position.

44 2. The decision to recommend an elementary District Special Area Chairperson for re-appointment each  
45 succeeding year shall be made by the Superintendent or his/her designee.

46 3. Elementary District Special Area Chairpersons will be paid 5% of the base salary and \$100.00 per  
47 team member based on the staffing assignments in that area at the elementary level.

48 D. Intermediate Teacher Leaders: Team Leader, Instructional Chairperson, Special Education Chairperson

49 1. Each Intermediate student team will be represented by a team leader. Additionally, there will be one  
50 instructional chairperson for reading, writing, mathematics, science and social students per building  
51 and one special education chairperson. A teacher must be staffed full-time at the building to be  
52 eligible to apply for and retain any of the above positions.

- 1           2. The Intermediate Teacher Leaders will be paid 2.5% of the base salary and \$100.00 per team member  
2           based on the staffing assignments in that area at the intermediate level.
- 3    E. Intermediate Special Area Chairpersons
- 4           1. The Intermediate Building will have one art chairperson, one music chairperson, one HPE chairperson  
5           and one computer science chairperson. Teachers must be staffed in the area at the intermediate level at  
6           least .5 to be eligible to apply for and retain this position.
- 7           2. The Intermediate Special Area Chairpersons will be paid 2.5% of the base salary and \$100.00 per team  
8           member based on the staffing assignments in that area at the elementary level.
- 9    F. Junior High School Department Chair
- 10          1. The Junior High School will have department chairs in the following departments:
- 11                   Reading (7-8)
- 12                   English Language Arts (7 & 8 Writing and 9 English I)
- 13                   Math
- 14                   Science
- 15                   Social Studies
- 16                   Special Education
- 17                   Music
- 18                   Health Physical Education
- 19                   Foreign Language
- 20                   Special Area: i.e., Art, Computer, Family Consumer Science, and Business
- 21           A teacher must be staffed at least .6 FTE at the junior high school and in that area in a building to be  
22           eligible to apply for and retain this position. Unless listed above, the special area department chair will  
23           represent departments with 3 or fewer FTE's.
- 24          2. Teachers selected as junior high school department chairs shall receive a stipend of 5% of the base  
25           salary and \$100.00 for each member of the department. If there are fewer than 5 FTE's in the subject  
26           area, the department chair will be paid a stipend of 2.5% and \$100.00 for each member of the  
27           department.
- 28          3. The special education junior high school department chair will have .2 release times to deal with issues  
29           related specifically to the management, scheduling, and conferencing of students with disabilities  
30           within the building, to coordinate all IDEA rules and regulations related to IEPs and MFEs and to  
31           coordinate all state mandated issues.
- 32          4. Junior high school department chairs will be assigned no more than five (5) classes. Junior high school  
33           department chairs will not be assigned non-curricular duties.
- 34    G. High School Department Chairperson
- 35          1. Teachers selected as high school department chairs in the following departments for 2013-2014 shall  
36           receive a stipend of 5% of the base salary and \$100.00 for each member of the department. shall  
37           receive the following:
- 38                   English/Language Arts
- 39                   Math
- 40                   Science
- 41                   Social Studies
- 42                   Special Education
- 43                   World Language
- 44                   Art



- 1 Business/Computer/Vocational
- 2 Health/Physical Education/Family and Consumer Science
- 3 Music
- 4 2. Beginning with the 2014-2015 school year, the High School will have department chairs in the
- 5 following departments. Department chairs shall receive a stipend of 5% of the base salary and \$100.00
- 6 for each member of the department. If there are fewer than 5 FTE's in the subject area, the department
- 7 chair will be paid a stipend of 2.5% and \$100.00 for each member of the department:
- 8 English/Language Arts
- 9 Math
- 10 Science
- 11 Social Studies
- 12 World Language
- 13 Special Education
- 14 Music
- 15 Health/Physical Education
- 16 Art
- 17 Career Tech: Computer Science, Business, Family Consumer Science and Vocational
- 18 A teacher must be staffed at least .6 FTE at the high school and in that area in a building to be eligible
- 19 to apply for and retain this position.
- 20 3. The special education high school curriculum leader will have 0.2 release times to deal with issues
- 21 related specifically to the management, scheduling, and conferencing of students with disabilities
- 22 within the building, to coordinate all IDEA rules and regulations related to IEPs and MFEs, and to
- 23 coordinate all state mandated issues.
- 24 4. High school department chairs will be assigned no more than five (5) classes. High school department
- 25 chairs will not be assigned non-curricular duties.
- 26 H. Guidance and Testing Coordinator Grades 5-12
- 27 1. A guidance counselor must be staffed at the building at least .5 to be eligible to apply for and retain
- 28 this position.
- 29 2. The intermediate, junior high and high school will each have a guidance/testing coordinator.
- 30 3. School Guidance/testing coordinators shall receive a stipend of 5% of the base salary.
- 31 I. Elementary Teacher-in-Charge
- 32 1. Prior to the start of each school year, the elementary principals shall submit a written plan to the
- 33 Superintendent or his/her designee, outlining the procedures which will be followed when no
- 34 principal(s) or administrative intern(s) are not in the building. This plan must include an
- 35 administrative designee who will be present in the building during the absence of the principal. The
- 36 plan should be mutually developed and agreed upon by the principal and the administrative designee;
- 37 the plan should include substitute provisions. Upon approval, the plan will be shared with all building
- 38 personnel.
- 39 2. If a teacher is appointed as the administrative designee, he/she will receive a stipend of \$1,175.00.
- 40 J. Intermediate School Teacher-in-Charge
- 41 1. Prior to the start of each school year, the principals shall submit a written plan to the Assistant
- 42 Superintendent or his/her designee, outlining the procedures, which will be followed if no principals
- 43 and administrative interns are in the building. This plan must include a list of teachers in the building,
- 44 with preference given to those who have the appropriate course work and/or an administrator's license,
- 45 who have agreed to serve as an administrative designee and who will be present in the building during
- 46 the absence of all administrative personnel. The plan should be mutually developed and agreed upon

- 1 by the principal and the teachers who have agreed to serve; the plan should include substitute  
2 provisions. Upon approval, the plan will be shared with all building personnel.
- 3 2. If a teacher serves as the administrative designee, he/she will receive a stipend at the Staff  
4 Development rate for each hour of each school day served as an administrative designee.

5 K. Snow School Teacher-in-Charge

- 6 1. The Snow School Chairperson/Teacher-in-Charge must be assigned full-time to Snow School to be  
7 eligible to apply for and retain the position.
- 8 2. Prior to the start of each school year, the Snow School principal shall submit a written plan to the  
9 Superintendent or his/her designee, outlining the procedures which will be followed when the principal  
10 is not in the building. This plan must include an administrative designee who will be present in the  
11 building during the absence of the principal. The plan should be mutually developed and agreed upon  
12 by the principal and the administrative designee; the plan should include substitute provisions. Upon  
13 approval, the plan will be shared with all building personnel.
- 14 3. The Snow School Teacher-in-Charge shall receive a yearly stipend of \$2650.00/

15 L. District Library Chairperson

- 16 1. The District will have one district library chairperson.
- 17 2. The decision to recommend a District Library Chairperson for re-appointment each succeeding year  
18 shall be made by the Superintendent or his/her designee. This recommendation shall be based on an  
19 annual written evaluation of the person's performance related to the job description. The decision to  
20 recommend the District Library Chairperson for re-appointment each succeeding year shall be made by  
21 the designated administrator. This recommendation shall be based on an annual written evaluation of  
22 the person's performance related to the job description.
- 23 3. The District Library Chairperson will be paid 5% of the base salary and \$100.00 for each certified  
24 member of the department.

25 M. District Instructional Coaches

26 District Instructional Coaches will be equal partners with teachers in supporting teaching and learning  
27 embedded in practice. The District Instructional Coach shall not formally evaluate teachers. District  
28 Instructional coaches will foster a shared efficacy, promote a school culture that encourages data driven  
29 decision making, cultivate and support a school process to:

- 30 Establish shared priorities for curriculum, instruction and assessment,  
31 Provide opportunities for teachers to learn from each other,  
32 Monitor and provide feedback on student outcomes to inform instruction.

- 33 1. The District Instructional Coaches will be annual assignments based upon student outcomes related to  
34 curriculum and instruction, financial considerations, and performance evaluations.
- 35 2. The duties of the District Instructional Coach shall be outlined in a job description.
- 36 3. District Instructional Coach vacancies shall be posted within the district for five (5) days. Interview  
37 teams will not be formed until after the closing of the posting process. The posting will identify the  
38 primary content-area and grade-band concentration.
- 39 4. District Instructional Coaches will be selected by an interview team. District Committee shall  
40 establish an interview team, comprised of administrator and BFT representatives. Interview team  
41 members shall respect the confidentiality of all candidates.
- 42 5. The decision to recommend for appointment each year shall be made by the Superintendent or  
43 designee. This recommendation shall be based on an annual written evaluation of the person's  
44 performance related to the job description. Notification of non-renewal shall be done by the  
45 Superintendent or designee in writing by February 15<sup>th</sup>.
- 46 6. District Instructional Coaches returning to the classroom will be assigned to their original position. If  
47 a District Instructional Coach cannot be returned to the original position because it has been eliminated  
48 or because it is now held by a more senior teacher, the returning District Instructional Coach will be  
49 given a like position as defined by the contract..



- 1 (4) member committee's term shall coincide with the length of this contract. The decision of this  
2 committee shall be final and binding on both parties.
- 3 c. Any graduate hours which are taken in counseling or in an area where a teacher is certified shall  
4 be counted for advancement on the salary schedule. Any graduate hours taken after July 1, 1998,  
5 in administration or in an area in which the teacher may be certified shall be counted for  
6 advancement on the salary schedule.
- 7 d. To determine hours beyond the Master Degree, it will be necessary for the certified employee to  
8 furnish a statement from the graduate school or the Registrar's Office specifying the exact number  
9 of hours required to earn the Master Degree and verifying the fact that the additional hours were  
10 earned beyond the Master Degree requirement.
- 11 e. Graduate hours submitted on transcripts from other than the degree institution will be acceptable  
12 for salary purposes if these hours were not transferred to the degree-granting institution and used  
13 to fulfill degree requirements.
- 14 f. All graduate hours meeting the above requirements will be counted toward additional training only  
15 after the Master Degree has been earned.

16 5. Tuition Reimbursement

17 A teacher will be eligible to receive \$1200.00 per calendar year to offset the cost of a college course(s)  
18 which he/she thinks will enhance his/her educational career. To be eligible for this tuition  
19 reimbursement payment, the teacher must have been on staff for five (5) consecutive years. Special  
20 consideration will be given by the Director of Personnel when an employee with less than five (5)  
21 consecutive years applies for tuition reimbursement for the following reasons:

22 Need of an endorsement area to be added to their certificate

- 23 • Certification requirements are modified by the State Department of Education, and the  
24 employee needs to complete coursework for the district to be in compliance
- 25 • Or for the employee to continue employment in the district.

26 Teachers are required to request prior approval for this reimbursement from the Director of Personnel  
27 and Employee Relations. Disagreements can be addressed utilizing the provisions outlined in this  
28 ARTICLE, Item B, and Section 4. Payment shall be made to the teacher once a transcript has been  
29 submitted to the Director of Personnel and Employee Relations verifying the credit has been granted  
30 for the course. Teachers who elect this option must sign a waiver surrendering their right to use these  
31 hours towards advancement on the salary schedule. The amount available to a teacher shall not exceed  
32 \$1200.00 during any calendar year. Teachers who are requesting tuition reimbursement for pursuing a  
33 Master's Degree in a core content area (math, science, social studies, language arts, world language)  
34 are able to use those hours towards advancement on the salary schedule. Required documents are  
35 outlined in Appendix 14.

36 C. Camp Mi-Bro-Be

- 37 1. Teachers who participate in the Camp Mi-Bro-Be program shall receive a stipend of \$480.00 per week.  
38 If the length of time for the camp experience is shortened, the stipend would be adjusted accordingly.  
39 Teachers shall receive \$100.00 for each day they participate in the camp program when school is not in  
40 session.
- 41 2. The Board shall provide adequate and private facilities for teachers at Camp Mi-Bro-Be.
- 42 3. Teachers are encouraged but not required to participate in the Camp Mi-Bro-Be program. Teachers  
43 who choose not to participate in this program will not be transferred to another assignment solely for  
44 that reason.

45 D. S.T.R.S. Pick-up on the Pick-up

46 The Board of Education will pick up the 10% teachers' share of their contribution to the State Teachers'  
47 Retirement System on all wages for those employed prior to July 1, 2013.

48 The teachers' share of retirement contributions paid by the Board on behalf of the teachers shall be treated  
49 by the Board and included by the State Teachers' Retirement System as compensation included for the  
50 purpose of retirement.

1 In the event that legislation is passed by the Ohio General Assembly that would render the payments to the  
2 State Teachers Retirement System under this Article in conflict with the passed legislation, this Board and  
3 the BFT hereby agree that the corresponding compensation will be converted to salary and paid as  
4 compensation.

5 For those employed on or after July 1, 2013, the employee will be responsible for their share of the  
6 contribution to S.T.R.S. for their base salary.

7 For purposes of supplemental and extra duty pay, employees hired on or after July 1, 2013 will have 10%  
8 of their teacher's share picked up by the BOE for their share of the S.T.R.S. contribution.

9 For supplemental pay or additional salary items calculated off of the teacher salary schedule, the salary  
10 schedule for employees hired before July 1, 2013 will be used for all employees.

11

12 E. Extended Time

13 1. Teachers employed on a limited extended contract in the following positions shall be eligible to work  
14 the extended days which are indicated:

15 High School/Junior High Guidance Counselors	20 days
16 Intermediate Guidance Counselors	20 days
17 Elementary Guidance Counselors	10 days
18 Library/Media Specialists	15 days
19 OWA/OWE Teachers	15 days
20 Family Consumer Science	10 days
21 Elementary and Junior High Administrative Interns	20 days
22 High School Administrative Interns	25 days

23 2. Pay for extended time (days worked beyond the 186 teacher work year) shall be computed by  
24 multiplying a teacher's daily rate times the number of extended days worked.

25 F. Service Credit

26 Teachers whose employment in the Berea City School District begins after August 1, 1986, shall be granted  
27 full credit for their military and/or teaching experience not to exceed a maximum of eight (8) years.

28 G. Teachers as Tutors

29 Teachers who are employed to tutor students outside the work day and off-school premises shall be paid  
30 eighteen dollars (\$18.00) per hour.

31 Members of the bargaining unit shall be offered the first opportunity for these jobs.

32 These rates are not required to be paid to non-bargaining unit members.

33 H. Teachers Covering Classes for Absent Teachers

34 1. When a teacher is absent, another teacher may be offered the opportunity to take the responsibility for  
35 the classes and other assigned duties of the absent teacher.

36 2. Teachers who accept this responsibility shall be compensated at the rate of twenty-one dollars (\$21.00)  
37 per period (a period is equal to sixty (60) minutes or less).

38 3. When a sub is not available or during any other emergency situation indicated by administration, the  
39 teacher at the elementary level who combines two classes will receive compensation at the rate  
40 stipulated in #2 above.

41 4. At the beginning of each year, Building Committee will develop a plan for covering unfilled teacher  
42 vacancies when the vacancy is not filled voluntarily.

43 I. Curriculum Writing

44 Teachers who are employed to write curriculum, beyond the contractual workday, shall be paid the board  
45 adopted rate not less than \$18.00 per hour.

1 J. Mandatory Salary Reduction Plan

- 2 1. For the purposes of establishing an employee's taxable income, the Board will report a reduction in  
3 salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution  
4 paid to the State Teachers Retirement System.
- 5 2. The Board's contribution to the State Teachers Retirement System shall be based on each employee's  
6 total wages.

7 K. Additional Class Option

- 8 1. When a single class vacancy occurs, the Director of Personnel and Employee Relations will offer the  
9 single class vacancy to all properly certified teachers who are under contract and are scheduled to work  
10 less than full time. An effort shall be made to alter the schedule of any teacher who is less than full  
11 time and who has expressed an interest in this single class vacancy. If more than one teacher is eligible  
12 for this single class vacancy, system-wide seniority will prevail.
- 13 2. When a single class vacancy is not filled through the procedures outlined in paragraph 1 above, the  
14 following procedures will be applied:
- 15 a. The building principal will send a notice of the single class vacancy to each teacher in the building  
16 who has the proper certification for said vacancy.
- 17 b. Within three (3) school days, properly certified and interested teachers shall make written  
18 application for said vacancy to the principal.
- 19 c. In the event there is more than one teacher applying for the additional class vacancy, the position  
20 will be offered to the teacher in the building who has the highest system-wide seniority and the  
21 proper certification.

22 3. Additional Class Option Compensation

- 23 a. When a teacher accepts a single class vacancy under the provisions in Section 1 of Item K,  
24 Additional Class Option, he/she shall be compensated based on his/her position on the salary  
25 schedule.
- 26 b. Under the provisions of Section 2 of Item K, Additional Class Option, a teacher who accepts an  
27 additional class during the school year in lieu of his/her preparation/released time period shall be  
28 compensated at the rate of \$4000.00 (\$2000.00 per semester).
- 29 c. Under of the provisions of Section 2 of Item K, Additional Class Option, a teacher who accepts an  
30 additional class during the school year in lieu of his/her duty period shall be compensated at the  
31 rate of \$2850.00 (\$1425.00 per semester).
- 32 d. An elementary art/physical education/general music/library teacher with a full assignment may be  
33 offered a stipend of \$650.00 per semester to take an additional section in an elementary building in  
34 which they are assigned.
- 35 4. If a teacher believes his/her reduction in force was caused by the implementation of this ARTICLE, the  
36 teacher has the right to use the grievance procedure.

37 L. Independent Study

38 Any plan for independent study, having been proposed and approved at the building level, will be  
39 submitted to the District Committee for approval. Guidelines and teacher compensation items will be at the  
40 discretion of the District Committee.

41 M. Daily Rate

- 42 1. A teacher's daily rate for all provisions of the contract shall be computed by taking the teacher's salary  
43 which is found on the appropriate salary schedule in ARTICLE XVIII divided by 186.
- 44 2. A teacher who works days beyond the regular school year (186 days) shall be compensated by  
45 multiplying their daily rate times the number of days worked.

46 N. Staff Development

47 A Staff Development Committee, under the direction of the Assistant Superintendent, comprised of teacher  
48 representatives appointed by BFT, and administrators appointed by the Superintendent, and representing all  
49 Berea City School District employees will apply its resources to projects submitted by individuals and/or  
50 groups within the Berea City School District and will initiate projects, which may include the American

1 Federation of Teachers' Educational Research and Dissemination (ER&D) Program, devoted to providing  
2 continual growth experiences for staff members. The Staff Development Committee guidelines will  
3 determine whether a teacher is eligible to receive a stipend for participation in Staff Development programs  
4 outside the workday. The above per diem will be \$60.00 per day (6 hours).

5 Teacher Trainers for any ER&D class will be paid at the staff development training rate. Any curriculum  
6 writing associated with the ER&D class will receive a stipend. Teachers who earn graduate credits for the  
7 ER&D class may apply them toward advancements on the salary sale.

8 O. Severance Pay

9 1. Retirement Severance Payment

- 10 a. Upon official retirement as defined in Ohio Revised Code, 124.39 and with ten (10) or more years  
11 of employment by a political subdivision in the State of Ohio, each employee shall be paid at  
12 his/her daily rate for one-fourth (1/4) of any unused sick leave up to a maximum of one hundred  
13 (100) days. The number of unused sick leave days subject to this provision shall be unlimited.
- 14 b. Any sick leave days earned over the 275 maximum for accumulated sick leave days shall not be  
15 available to use under the provisions of sick leave.
- 16 c. The payment of the retirement severance under this section will be made in two installments. The  
17 first will be in March of the calendar year following the year of retirement and the second will be  
18 made in March of the calendar year following the first payment. Proof of having received an  
19 S.T.R.S. retirement check must be provided before receiving any retirement severance payment.
- 20 d. A teacher's daily rate for the purpose of calculating severance will be determined by dividing the  
21 salary shown on the teacher's salary notice (salary with pick-up) by the teacher's contracted days  
22 (186 days for a teacher not working under an extended contract).

23 2. Non-Retirement Severance

- 24 a. Any teacher who resigns his/her position with the Berea Board of Education for reasons other than  
25 retirement shall be entitled to a severance payment. The payment of the severance under this  
26 section will be made in two installments. The first will be in March of the calendar year following  
27 the year of resignation and the second will be made in March of the calendar year following the  
28 first payment.
- 29 b. Program Exclusions
- 30 (1) The teacher has less than ten (10) years of teaching in the Berea City Schools.
- 31 (2) The teacher has less than twenty (20) years of certified service credit in S.T.R.S.
- 32 (3) Berea City Schools terminates the teacher.
- 33 c. For teachers impacted by a reduction in force, the severance payment will be made in accordance  
34 with 2a above.
- 35 d. The sick leave days once converted to severance will not be returned. Payment for sick leave on  
36 this basis shall eliminate all sick leave credit accrued by the employee.

37 P. Professional Growth Incentive

38 In an effort to promote the professional growth of teachers in the bargaining unit, the Board will provide  
39 the following incentives:

- 40 1. Teachers who are interested in signing up for any community education class should complete the  
41 appropriate registration form. The fee which shall be one-half of the regular registration fee and the  
42 registration form shall be submitted to the Coordinator of Community Education prior to the date of  
43 the first class meeting.

44 Classes may be discontinued when enrollment and subsequent tuition from all enrollees does not cover  
45 the instructional cost of the class.

- 46 2. Adult education courses at Polaris Joint Vocational School will be offered tuition free.

- 47 3. Staff Development Committee funds will be made available to provide professional growth  
48 experiences. These experiences will be made available consistent with the guidelines established by  
49 the Staff Development Committee.

1 Q. Summer School

- 2 1. Summer school teaching opportunities shall be publicized by the Superintendent or his/her designee in  
3 an appropriate district-wide publication.
- 4 2. Applications for summer school teaching positions shall be available through the Personnel Office.  
5 Completed applications shall be filed with the appropriate summer school principal by March 30<sup>th</sup> each  
6 year. Teachers applying for a summer school teaching position shall be notified by May 20<sup>th</sup> that there  
7 is no possibility of appointment or that an appointment will be made contingent on enrollment.
- 8 3. Teachers may be given the opportunity to organize and teach a summer school course provided they  
9 have a minimum of fifteen (15) students.
- 10 4. All teaching opportunities in the Summer School Program shall be initially offered to those teachers  
11 currently under contract with the Berea City School District who meet the necessary qualifications.  
12 Priority will be given to teachers based on years of summer school employment.
- 13 5. Library/media specialists shall be employed to operate the library in the high school, middle school  
14 and elementary Summer School Programs.
- 15 6. These rates are not required for non-bargaining unit members.
- 16 7. Summer school teachers will be given one (1) hour of paid work time without students or meetings  
17 being scheduled for each semester taught (three weeks).

18 R. National Board Certification

19 Each teacher who achieves or renews National Board Certification will be advanced one step on the salary  
20 schedule. The advancement would be for the school year immediately following notification of  
21 achievement.

22 Upon achieving the National Board Certification, the teacher will present the credential and evidence of  
23 payment for registration to the Director of Personnel. The district will reimburse the teacher \$1500.00.

24 ARTICLE XVI

25 HOSPITALIZATION AND INSURANCE

26 A. Hospitalization

- 27 1. a. The Board will make available the Berea City School District Base Medical Insurance Plan as  
28 outlined in the Appendices of the contract.

29 Each full time employee who chooses single coverage will pay 10% of the monthly cost. Each  
30 full-time employee who chooses family coverage will pay 10% of the monthly cost.

31 Note: A full-time employee is a regular employee who is regularly scheduled to work at least  
32 thirty (30) hours per week for twelve weeks or more per school year.

33 Each part-time employee who is regularly scheduled to work 15-29 hours per week for twelve (12)  
34 weeks or more per year who chooses medical insurance will pay 40% of the full monthly cost.

35 A teacher who works less than 0.4 of a full teaching load who chooses medical insurance will pay  
36 the full amount of the monthly premium.

37  
38 2. Health Reimbursement Account (HRA) Plan

39 All provisions under this section apply only to the Health Reimbursement Account Plan (HRA).

- 40 a. All employees will be able to elect to participate in the Berea Board of Education Health  
41 Reimbursement Account Plan (HRA). Employees who elect to participate will have 100% of  
42 any premium contributions and co-pays (including prescriptions) required by the spouse's  
43 employer paid by the Berea Board of Education. The Berea City School District Health  
44 Reimbursement Account Plan (HRA) will reimburse all deductibles and coinsurance for all  
45 family members to ensure the employee's new plan is at the same level as the Berea City  
46 School District Base Medical Insurance Plan.

47 Each Health Reimbursement Account Plan (HRA) employee participant will pay 10% of the  
48 monthly cost of family coverage in the Base Medical Plan.



- 1                   b. After September 30, 2008 the Berea Board of Education will be instituting a spousal waiver.  
2                   An employee whose spouse is eligible for and entitled to benefits elsewhere will no longer be  
3                   eligible for medical insurance by the Berea City School District. This requirement does not  
4                   apply to any employee's spouse who works less than thirty (30) hours per week AND is  
5                   required to pay more than fifty percent (50%) of the single premium to participate in his/her  
6                   employer's group health insurance coverage and/or prescription drug insurance coverage.  
7                   This provision only applies under the Health Reimbursement Account Plan (HRA).
- 8                   c. After September 30, 2008 for the employee who is eligible to participate in the Berea Board  
9                   of Education Family Medical Expense Reimbursement Plan and elects not to participate, the  
10                  employee's spouse is no longer eligible for benefits under the Berea City School District Base  
11                  Medical Insurance Plan. The employee and his/her children qualify for coverage in the Berea  
12                  City School District Base Medical Insurance Plan.
- 13                 d. All employees who participate in the Berea Board of Education Health Reimbursement  
14                  Account Plan (HRA) will incur no medical expenses beyond what he/she would have paid if  
15                  he/she remained in the Berea City School District Base Medical Insurance Plan.
- 16                 e. If an employee submits false information or fails to timely advise the Berea City School  
17                  District Plan Administrator of a change in the employee's spouse's eligibility for employer (or  
18                  public retirement plan) sponsored group health insurance and/or prescription drug insurance,  
19                  and such false information or such failure by the employee results in the Berea City School  
20                  District Base Medical Insurance Plan providing benefits to which the employee's spouse is  
21                  not entitled, the employee will be personally liable to the Berea City School District for  
22                  reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the  
23                  Berea City School District Base Medical Insurance Plan. Any amount to be reimbursed by  
24                  the employee may be deducted from the benefits to which the employee would otherwise be  
25                  entitled

26    B. Dental Insurance

27                  The Board will make available the Dental Insurance Program as outlined in the appendices. The teacher  
28                  may elect single or family coverage. The Board will pay the full cost for each full time teacher who elects  
29                  single coverage. The Board will only pay the amount of single coverage for teachers who elect family  
30                  coverage. The amounts over the Board allotment will be paid by the full-time teacher on a payroll  
31                  deduction basis.

32    C. Vision Plan

33                  The Board will make available the Vision Insurance Program as outlined in the appendices. The teacher  
34                  may elect single or family coverage. The Board will pay the full cost for each full time teacher who elects  
35                  single coverage. The Board will pay the amount of single coverage for teachers who elect family coverage.  
36                  The amounts over the Board allotment will be paid on a payroll deduction basis.

37    D. Claims Problems

38                  Any teacher who has an insurance claim problem should contact the plan administrator.

39    E. Life Insurance

- 40                 1. The Board will pay the full cost of group life insurance for each teacher who elects to receive it in the  
41                  amount equal to the full thousand dollar of salary (i.e., \$18,845 = \$18,000 of insurance.)
- 42                 2. Teachers may elect to purchase, at their own expense, of term life insurance through payroll deduction  
43                  as outlined in the appendices.

44    F. Professional Liability Insurance

45                  The Board shall provide all teachers with professional liability insurance as required by the Ohio Revised  
46                  Code.

47    G. Changes in Health care Provider(s)

48                  The Board may change health care provider(s) for any of the insurance programs contained herein provided  
49                  that such coverage and services shall not be less than provided by the present health care provider(s). The  
50                  BFT shall be notified thirty (30) days in advance of any proposed change in health care provider(s).

1 H. Married Employees

2 Married employees will pay 10 % of the monthly cost of single coverage for their medical program as  
3 listed below:

- 4 1. One of the two family medical insurances (the couple must decide which one at enrollment time.
- 5 2. One of the two family hospitalization insurances (the couple must decide which one at enrollment  
6 time);
- 7 3. The Dental family insurance program.
- 8 4. The Vision family insurance program.
- 9 5. Life Insurance for both.
- 10 6. Professional Liability Insurance for both.

11 I. District-Wide Health Benefits Committee

12 The BFT and the Board of Education agree to participate in a district-wide committee to study and develop  
13 recommendations designed to cause the medical benefits program to become more cost efficient without  
14 reducing services or benefits. This committee will include equal representation from the Ohio Association  
15 of Public School Employees, the Berea Federation of Teachers and the Administration.

16 This committee will meet as needed and will include, but not be limited, in its studies to the following  
17 areas:

- 18 1. Developing an understanding of the medical benefits program.
- 19 2. Identifying, developing and implementing various options to reduce the costs associated with the  
20 program which do not affect the schedule of benefits located in the Appendices of the contract.
- 21 3. Implement a quarterly health care report relative to the BCSD health care programs.
- 22 4. Wellness program as required by Ohio Revised Code.

23 The Berea Federation of Teacher members on the committee will be empowered to make decisions  
24 regarding the development of the committee's recommendations regarding the medical benefits program.  
25 These recommendations will be reviewed by the BCSD union presidents group to determine if they are to  
26 be voted-on by the members of each of the bargaining units.

27 If the recommendations are contrary to provisions of this contract, then following ratification by the BFT  
28 membership and the Board, the committee's recommendations will be written up in the form of a  
29 Memorandum of Understanding.

30 J. Tax Sheltering Cafeteria Plan

31 This plan allows teachers to tax shelter costs that they pay for insurances, un-reimbursed medical expenses,  
32 and child/dependent care expenses. The Board will make available to the teachers this plan under the  
33 following guidelines:

- 34 1. Teachers will have the option to tax shelter any of the costs (payments) currently deducted from their  
35 pay for hospitalization, dental, vision, and life insurances.
- 36 2. Teachers will have the option to participate in the tax sheltering plan for both child/dependent care  
37 expenses they incur as well as un-reimbursed medical expenses (includes insurance deductibles, and  
38 co-insurance, and medical and dental expenses not covered by insurance). This salary reduction plan  
39 will not affect the S.T.R.S. contributions made for teachers.

40 ARTICLE XVII

41 SUPPLEMENTALS

42 A. The salary for a supplemental position shall be paid in a lump sum on the first scheduled pay following the  
43 completion of the assignment. The pay schedule for supplemental duties shall be as follows:

- 44 1. The last pay in November;
- 45 2. The last pay in March;
- 46 3. The last pay in May.

- 1 B. The school district shall offer courses in CPR and athletic injuries each year for coaches who need to meet  
2 their re-certification requirements.
- 3 C. Teachers interested in receiving information about supplemental vacancies which become available during  
4 the months of June, July, and August shall notify the Personnel Office in writing between June 1 and June  
5 15 each year.
- 6 D. A limited contract must be issued to each teacher prior to performing a supplemental duty. This contract  
7 shall set forth the compensation to be paid for performing the duties delineated in the job description. Each  
8 teacher who is to perform a supplemental duty will be given a copy of the job description by the  
9 principal/designee.
- 10 E. All current teachers who have a supplemental and who are being recommended for re-employment for the  
11 succeeding season will be asked if they want to continue. If they do, they will sign the Continuation of  
12 Supplemental Position form. All available athletic supplementals will be posted three times a year based  
13 on the season. Fall athletic supplementals will be posted February 1<sup>st</sup>, winter athletic supplementals will be  
14 posted April 15<sup>th</sup>, and spring supplementals will be posted September 1<sup>st</sup>.
- 15 F. All athletic supplemental contracts will be issued on or before the dates on the following schedule:
- 16       Fall and Winter Sports/Activities                       July 1<sup>st</sup>
- 17       Spring Sports/Activities                                    January 1<sup>st</sup>
- 18 G. All current teachers who have a non-athletic supplemental and who are being recommended for re-  
19 employment for the succeeding year will be asked if they want to continue. If they do, they will sign the  
20 Continuation of Supplemental Position Form. All available non-athletic supplementals will be posted on  
21 April 1<sup>st</sup> for the following school year.
- 22 H. All non-athletic supplemental contracts will be issued on or before August 1<sup>st</sup>.
- 23 I. On September 1<sup>st</sup> of each year, all available athletic and non-athletic supplemental positions for the current  
24 school year will be posted immediately.
- 25 J. The grid figures for supplementals are located in the Appendices.
- 26 K. Posting and Interviewing for Co-Curricular Positions
- 27     1. All co-curricular positions will be posted internally for five (5) days.
- 28     2. The interview committee for all co-curricular positions will minimally consist of one administrator and  
29     one certificated staff member designated by the BFT building representative.
- 30     3. All high profile positions will be posted internally and externally at the same time. All internal  
31     candidates will be guaranteed an interview. Internal and external candidates will be interviewed in the  
32     same time period.
- 33       a. The following positions are high profile: head varsity football coaches and head varsity basketball  
34       coaches.
- 35       b. Prior to any co-curricular posting, a Building Committee may request to the District Committee  
36       that the co-curricular position to be posted be considered high profile.
- 37       c. For all high profile positions, community feedback should be part of the selection process.
- 38       d. For all high profile positions, the interview team may recommend an external candidate over an  
39       internal candidate.
- 40 L. A set amount of money will be provided annually for co-curricular activities. These funds may be used for  
41 salaries, supplies, transportation, etc., to support the co-curricular program as determined by the certified  
42 sub-committee of the Building Committee. The amount of money from all other sources being spent on the  
43 co-curricular/athletic program will be shared with the Building Committee before the co-curricular money  
44 is assigned.

45	High School 9 -12	\$7000.00
46	Junior High	\$7500.00
47	Intermediate	\$7500.00
48	Elementary	\$3500.00

1 (Each elementary school will receive \$3,500.00, plus an additional \$1.00 for each student enrolled, as  
2 reported on the official October enrollment count.)

3 Supplemental positions will be filled or not filled according to student interest, financial conditions, and/or  
4 availability of qualified individuals, as determined by the principal.

5  
6 SUPPLEMENTAL SALARY SCHEDULE ALL LEVELS CO-CURRICULAR

7  
8 SUPPLEMENTAL SALARY SCHEDULE HIGH SCHOOL ATHLETIC/CO-CURRICULAR

9  
10 SUPPLEMENTAL SALARY SCHEDULE JUNIOR HIGH SCHOOL ATHLETIC/CO-CURRICULAR

11  
12 Salary schedules follow;

13  
14 M. The "Elementary Musical Productions" supplemental will be assessed using the following guidelines:

- 15 1. For each evening musical performance after the first, the music teachers involved will receive \$80.00  
16 per performance. This amount will be charged to the "Musical Productions" supplemental.
- 17 2. When staging a "story line musical", the music teacher and other personnel who may be involved will  
18 work with the principal to establish compensation. Such compensation will be provided from the  
19 monies available in the "Musical Productions" supplemental after payment is made for the evening  
20 musical performances as in Item #1 above.

21 ARTICLE XVIII

22 SALARY SCHEDULES

23  
24 A. A. Base salary for the salary schedule follow:

25 July 1, 2013 – June 30, 2016 \$34,961.00

26 B. The annual step increases will be implemented on the 126<sup>th</sup> school day of each year of the contract. These  
27 new steps, however, will begin to be paid the first pay of each year.

- 28  
29 C. 1. A committee composed of BFT members and Administration members shall be selected to review  
30 all supplemental positions with comparable schools for the purpose of alignment and competitiveness.
- 31 2. The committee will begin its work by September 1, 2013 and present its final report by  
32 May 1, 2015. The report will be presented to the District Committee for consideration for  
33 implementation for the 2015-2016 school year.

34 ARTICLE XIX

35 SPECIAL WORK PROGRAMS

36 A. Job Share Program

- 37 1. The purpose of the Job Share Program is to provide two (2) full time teachers who are certified in the  
38 same subject area with the opportunity to share one (1) full time teaching assignment.
- 39 2. For those teachers certified/licensed for Grades 4-9, their certificate/license must complement each  
40 other so that all subject areas are covered. Both teachers must be designated as "Highly Qualified"  
41 based upon the Federal Highly Qualified Teacher (HQT) definition and certified/licensed for each  
42 class they will teach.
- 43 3. Preference for a Job Share position will be given to two (2) teachers who jointly apply to participate in  
44 the Job Share Program from the same building and are certified in the same subject area.
- 45 4. Teachers interested in participating in the Job Share Program shall submit a written plan to the Director  
46 of Personnel and Employee Relations for approval on or before February 15<sup>th</sup> prior to the school year

**SUPPLEMENTAL SALARY SCHEDULE (Effective August 2011)**  
**ALL LEVELS - CO-CURRICULAR**  
**(2010-2011 Bachelor 0 - \$36,626)**

	0-2 YEARS	3-4 YEARS	5-6 YEARS	7+ YEARS
All City Chorus Accompanist	519	543	574	606
All City Orchestra Accompanist	519	543	574	606
All City District Art Coordinao	623	652	689	727
Elementary Student Council	727	760	804	848
Elementary Musical Productions	1,039	1,086	1,149	1,212
All City Band (Grade 5)	1,143	1,195	1,264	1,333
All City Band (Grade 6)	1,246	1,303	1,379	1,454
All City Chorus Director - Elementary	1,350	1,412	1,494	1,576
All City Chorus Director - Grade 6	1,350	1,412	1,494	1,576
All City Orchestra Director	1,350	1,412	1,494	1,576
Connection - Asst. Editor	1,974	2,063	2,183	2,303
Connection Editor	2,181	2,281	2,413	2,545
Elementary Music Team Member	2,181	2,281	2,413	2,545

\* Elementary Music Team to be divided into three parts for the members of the elementary music team.

\*\*Salaries for Non-Employees are 80% of employee salaries.

**SUPPLEMENTAL SALARY SCHEDULE (Effective August 2011)**  
**HIGH SCHOOL ATHLETIC/CO-CURRICULAR**  
**(2010-2011 Bachelor 0 - \$36,626)**

	0-2 YEARS	3-4 YEARS	5-6 YEARS	7+ YEARS
Pep Band	415	434	460	485
SADD	623	652	689	727
Model UN	623	652	689	727
A.F.S.	623	652	689	727
Academic Challenge	623	652	689	727
Cultural Diversity	623	652	689	727
F.E.A.	623	652	689	727
Summer Band	727	760	804	848
National Honor Society	831	869	919	970
Sophomore Class Advisor	935	977	1,034	1,091
Freshman Class Advisor	935	977	1,034	1,091
Asst. Academic Decathlon	935	977	1,034	1,091
Bowling Advisor	1,143	1,195	1,264	1,333
Music/Choreographer	1,246	1,303	1,379	1,454
Academic Decathlon	1,246	1,303	1,379	1,454
Key Club Advisor	1,350	1,412	1,494	1,576
Junior Class Advisor	1,454	1,520	1,609	1,697
Drama Director	1,558	1,629	1,723	1,818
Football Cheerleading	1,766	1,846	1,953	2,060
Basketball Cheerleading	1,870	1,955	2,068	2,182
Dance Team	1,870	1,955	2,068	2,182
Student Council Advisor	1,870	1,955	2,068	2,182
Senior Class Advisor	1,974	2,063	2,183	2,303
High School Orchestra	2,181	2,281	2,413	2,545
Robotics	2,285	2,389	2,528	2,666
PAS Coordinator	2,493	2,606	2,757	2,909
Newspaper Advisor	2,805	2,932	3,102	3,272
Golf	2,908	3,041	3,217	3,393
Gymnastics	2,908	3,041	3,217	3,393
Weight Room Supervisor	2,908	3,041	3,217	3,393
Musical Director	3,116	3,258	3,447	3,636
Tennis	3,428	3,584	3,792	3,999
Cross Country	3,428	3,584	3,792	3,999
Yearbook Advisor	3,843	4,018	4,251	4,484
Auxiliary Band Advisor	4,051	4,235	4,481	4,727
Vocal Music Advisor	4,155	4,344	4,596	4,848
Baseball	4,259	4,452	4,711	4,969
Swimming	4,259	4,452	4,711	4,969
Softball	4,259	4,452	4,711	4,969
Track	4,363	4,561	4,826	5,090
Forensics Coach	4,466	4,670	4,941	5,211
Soccer	4,466	4,670	4,941	5,211
Volleyball	4,570	4,778	5,055	5,333
Basketball	5,110	5,342	5,651	5,959
Wrestling	5,110	5,342	5,651	5,959
Band Director	5,401	5,647	5,975	6,302
Football	6,336	6,624	7,009	7,393
Faculty Manager	6,544	6,842	7,238	7,635

\* Assistant high school coaches are 75% of the high school head coach.

\*\* Assistant salaries are 70% of band director/yearbook editor.

\*\*\* The amount for the Drama Director is per play.

\*\*\*\*Salaries of Non-Employees are 80% of employee salaries.

**SUPPLEMENTAL SALARY SCHEDULE  
JUNIOR HIGH SCHOOL ATHLETIC/CO-CURRICULAR**

(2010-2011 Bachelor ) = 36,636  
Effective August 2011

	<b>0-2 YEARS</b>	<b>3-4 YEARS</b>	<b>5-6 YEARS</b>	<b>7+ YEARS</b>
Builders Club	623	652	689	727
7 <sup>th</sup> Grade Fall Cheerleading	831	869	919	970
8 <sup>th</sup> Grade Fall Cheerleading	831	869	919	970
7 <sup>th</sup> Grade Winter Cheerleading	1,143	1,195	1,264	1,333
8 <sup>th</sup> Grade Winter Cheerleading	1,143	1,195	1,264	1,333
Big Sibs	1,246	1,303	1,379	1,454
Drama Director	1,454	1,520	1,609	1,697
Memory	1,662	1,738	1,838	1,939
Cross Country	1,974	2,063	2,183	2,303
Track	2,285	2,389	2,528	2,666
7 <sup>th</sup> Grade Volleyball	2,493	2,606	2,757	2,909
8 <sup>th</sup> Grade Volleyball	2,493	2,606	2,757	2,909
Student Council	2,493	2,606	2,757	2,909
7 <sup>th</sup> Grade Football	2,701	2,823	2,987	3,151
8 <sup>th</sup> Grade Football	2,701	2,823	2,987	3,151
Softball	2,661	2,782	2,943	3,104
Wrestling	3,012	3,149	3,332	3,515
7 <sup>th</sup> Grade Basketball	3,116	3,258	3,447	3,636
8 <sup>th</sup> Grade Basketball	3,116	3,258	3,447	3,636
Junior High School Music	5,194	5,430	5,745	6,060

1 \* Assistant Junior High coaches' salaries are 70% of Junior High head coach.

2 \*\*\*\* Salaries for Non-Employees of the Berea City School District are 80% of  
3 employee salaries.

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Fy 2014 - FY 2016 (186 days)

Base:  
\$34,961

Experience	B.A.	BA+10	BA+20	BA+30	M.A.	MA+12	MA+24	MA+36	MA+48
0	36626	37545	38457	39370	40605	41491	42377	43265	44166
1	1.047606 36626	1.073901 37545	1.099990 38457	1.126113 39370	1.161413 40605	1.186780 41491	1.212113 42377	1.237514 43265	1.262984 44166
2	1.047606 38290	1.073901 39255	1.099990 40206	1.126113 41156	1.161413 42751	1.186780 43652	1.212113 44547	1.237514 45450	1.262984 46358
3	1.095212 39953	1.122813 40964	1.150002 41954	1.177190 42943	1.222803 44897	1.248582 45813	1.274190 46719	1.300003 47635	1.325989 48561
4	1.142783 41618	1.171691 42674	1.200014 43701	1.228302 44729	1.264192 47043	1.310384 47973	1.336301 48890	1.362493 49819	1.388994 50764
5	1.190389 43282	1.220603 44383	1.249991 45450	1.279380 46516	1.345581 49191	1.372186 50134	1.398412 51061	1.424982 52005	1.451999 52966
6	1.237995 44946	1.269481 46093	1.300003 47197	1.330492 48303	1.407005 51337	1.433988 52295	1.460489 53232	1.487506 54190	1.515004 55169
7	1.285601 46611	1.318393 47803	1.349981 48946	1.381604 50088	1.468394 53483	1.495789 54455	1.522600 55404	1.549995 56375	1.578008 57372
8	1.333207 48275	1.367305 49512	1.399993 50694	1.432681 51875	1.529784 55631	1.557591 56616	1.584711 57574	1.612484 58560	1.641013 59573
9	1.380813 49938	1.416183 51222	1.450005 52441	1.483793 53662	1.591208 57777	1.619393 58777	1.646788 59745	1.675008 60745	1.703984 61776
10	1.428385 51603	1.465095 52932	1.499983 54190	1.534905 55448	1.652597 59923	1.681195 60937	1.708899 61917	1.737497 62930	1.766989 63979
11	1.475991 53267	1.514007 54640	1.549995 55938	1.585983 57235	1.713986 62071	1.742997 63098	1.771010 64087	1.799986 65116	1.829993 66182
12	1.523597 54931	1.562885 56350	1.600007 57686	1.637095 59022	1.775410 64217	1.804798 65259	1.833087 66259	1.862510 67300	1.892998 68384
13	1.571203 56596	1.611797 58061	1.649985 59434	1.688207 60808	1.836799 66363	1.866600 67419	1.895198 68430	1.924999 69485	1.956003 70587
14	1.618809 58259	1.660709 59769	1.699997 61183	1.739284 62595	1.898189 68511	1.928402 69580	1.957309 70600	1.987488 71671	2.019008 72789
15	1.666380 58259	1.709586 59769	1.750009 61183	1.790396 62595	1.959612 70657	1.990204 71741	2.019386 72772	2.050012 73856	2.081978 74991
16	1.666380 58259	1.709586 59769	1.750009 61183	1.790396 62595	2.021002 70657	2.052006 71741	2.081497 72796	2.112501 73856	2.144983 74991
17	1.666380 58259	1.709586 59769	1.750009 61183	1.790396 62595	2.021002 70657	2.052006 71741	2.082185 72796	2.112501 73856	2.144983 74991
18	1.666380 59396	1.709586 60906	1.750009 62318	1.790396 63731	2.021002 71792	2.052006 72876	2.082185 73907	2.112501 74991	2.144983 76128
19	1.698897 59396	1.742103 60906	1.782491 62318	1.822913 63731	2.053484 71792	2.084488 72876	2.113979 73907	2.144983 74991	2.177500 76128
20	1.698897 59396	1.742103 60906	1.782491 62318	1.822913 63731	2.053484 71792	2.084488 72876	2.113979 73907	2.144983 74991	2.177500 76128
21	1.698897 59396	1.742103 60906	1.782491 62318	1.822913 63731	2.053484 71792	2.084488 72876	2.113979 73907	2.144983 74991	2.177500 76128
22	1.698897 60532	1.742103 62042	1.782491 63455	1.822913 64867	2.053484 72929	2.084488 74013	2.113979 75044	2.144983 76128	2.177500 77264
23	1.731413 60532	1.774585 62042	1.815007 63455	1.855395 64867	2.086000 72929	2.117004 74013	2.146496 75044	2.177500 76128	2.209982 77264
24	1.731413 60532	1.774585 62042	1.815007 63455	1.855395 64867	2.086000 72929	2.117004 74013	2.146496 75044	2.177500 76128	2.209982 77264
25	1.731413 60532	1.774585 62042	1.815007 63455	1.855395 64867	2.086000 72929	2.117004 74013	2.146496 75044	2.177500 76128	2.209982 77264
26	1.731413 61668	1.774585 63179	1.815007 64591	1.855395 66004	2.086000 74065	2.117004 75149	2.146496 76180	2.177500 77264	2.209982 78401
27	1.763895 61668	1.807101 63179	1.847489 64591	1.887911 66004	2.118482 74065	2.149486 75149	2.178978 76180	2.209982 77264	2.242498 78401
28	1.763895 62805	1.807101 64314	1.847489 65727	1.887911 67139	2.118482 75202	2.149486 76286	2.178978 77317	2.209982 78401	2.242498 79536
	1.796412	1.839583	1.880005	1.920393	2.150999	2.182003	2.211494	2.242498	2.274980

For employees hired on or after July 1, 2013, base is \$38,457.



- 1 in which the Job Share assignment is to be implemented. The plan must include the following
- 2 elements:
- 3 a. The plan will be in effect for a full school year.
- 4 b. The area of teaching assignment, including grade level, building, and position they are sharing and
- 5 courses to be shared.
- 6 c. A full description of the teaching techniques, methods and grading practices employed by each
- 7 teacher, with a full explanation of the steps the participants will employ to insure compatibility of
- 8 such techniques and practices.
- 9 d. A percentage of the regular full-time workday each participant proposes to teach.
- 10 e. Written approval from the building principal.
- 11 5. Each teacher who participates in the Job Share Program will be assigned to a 0.5 position and be
- 12 eligible to receive one-half (.5) of their salary during the year they participate in the program. A job
- 13 split other than 50/50 may be instituted if it is approved by the Director of Personnel and Employee
- 14 Relations.
- 15 6. The Board shall pay the adjusted cost of insurances for each teacher participating in the Job Share
- 16 Program, as stated in ARTICLE XVI, Item A, and Section 3, if they elect to receive them.
- 17 7. Each teacher shall return to full time status effective with the next school year, unless, prior to
- 18 February 15<sup>th</sup>, another jointly written request for the next school year is approved by the Director of
- 19 Personnel and Employee Relations.
- 20 8. The teachers returning to full time status after participating in the Job Share Program shall be assigned
- 21 to their original positions or like positions (ARTICLE V, Item E, Section 7, and Part d).
- 22 9. When a teacher who is participating in a job share position cannot or will not perform his/her duties,
- 23 the remaining teacher shall assume the responsibility for the full time position, unless the Director of
- 24 Personnel and Employee Relations can make arrangements to assign a teacher to the vacant position of
- 25 the Job Share position.

26 B. Optional Work Year Program

- 27 1. Purpose
- 28 A teacher interested in exploring opportunities of travel, study, professional growth and/or personal
- 29 growth may request approval to participate in the Optional Work Year Program.
- 30 2. Program Format
- 31 The Optional Work Year Program is organized on a four year cycle. The teacher who participates in
- 32 the program will teach his/her regular schedule during the first three years of the program and receive
- 33 seventy five percent (75%) of his/her salary. During the fourth year of the program (option year) the
- 34 teacher will be permitted to use this year of the program to pursue his/her personal or professional
- 35 goals. The teacher will receive seventy five percent (75%) of his/her salary during the option year and
- 36 will be entitled to receive full benefits. At the completion of the option (fourth) year of the program
- 37 the teacher shall be assigned to a position in the Berea City School District for which he/she is
- 38 qualified and which is comparable to the position he/she held immediately prior to the option (fourth)
- 39 year of the program.
- 40 3. Benefits
- 41 A teacher who participates in the Optional Work Year Program is entitled to receive full benefits
- 42 during each of the four years he/she participates in the program.
- 43 4. Eligibility
- 44 A teacher who has completed six (6) consecutive years of service (a year consists of a minimum of 120
- 45 school days) in the Berea City School District immediately preceding his/her application, shall be
- 46 eligible to participate in the Optional Work Year Program.
- 47 5. Participation Limitations
- 48 a. Authorization to participate in the program will be granted to no more than two (2) percent of the
- 49 teaching staff during any given year.

- 1 b. If requests to participate in the Optional Work Year Program exceed two (2) percent of the
- 2 teaching staff for that year, seniority in the Berea City School District will be the determining
- 3 factor as to which teachers will be permitted to participate in the program.
- 4 c. Participation in the Optional Work Year Program will be limited to twice (two four year cycles)
- 5 for each teacher during his/her employment in the Berea City School District.
- 6 d. The teacher must return to full time teaching status the year immediately following the option
- 7 (fourth) year.
- 8 e. If the teacher fails to return to full time status for one year following the option year, he/she will
- 9 be responsible to pay a penalty equal to five (5%) percent of the salary he/she would have received
- 10 in his/her initial year back to teaching.

11 6. Timeline

- 12 a. A teacher interested in participating in the Optional Work Year Program must submit a written
- 13 request to the Director of Personnel and Employee Relations by April 30<sup>th</sup> of the year prior to the
- 14 year he/she will participate in the program.
- 15 b. Teachers who apply to participate in the Optional Work Year Program shall be notified of their
- 16 acceptance or rejection no later than June 15.
- 17 c. If a teacher chooses to withdraw from the Optional Work Year Program at any time during the
- 18 first three years that they are in preceding the program, he/she will be reimbursed the full amount
- 19 of money deducted from his/her salary based on the provisions of this program during the period
- 20 of his/her participation. This reimbursement shall be made within sixty (60) days of his/her
- 21 written notification of withdrawal.

22 7. Exclusions

- 23 a. During the option (fourth) year a teacher may not accept a position during the normal school day
- 24 which is covered by the Ohio State Teachers' Retirement System.
- 25 b. A teacher placed on intervention at any time during the first three years of the program will not be
- 26 permitted to continue in the program. All money withheld from the teacher will be reimbursed in
- 27 accordance with the procedure outlined in Section 5, Part c. above.

28  
29 ARTICLE XX

30 ONGOING CONTRACT CONSIDERATIONS

- 31 A. This contract shall supersede any rules, regulations or practices of the Board which shall be contrary to or
- 32 inconsistent with its terms and shall constitute the full and complete commitment of both parties.
- 33 B. Our District faces many challenges every year. It is extremely important to do what we can in each area of
- 34 our District operation to optimize the system to its full potential and to carry out each function in a more
- 35 total quality manner. The District Committee (as defined in ARTICLE II, Item D) may review a function
- 36 to determine whether or not it should be studied. During the term of this contract, if it is determined
- 37 appropriate to study a function(s), the District Committee will utilize the Total Quality Schools principles
- 38 and the problem solving process to address it.
- 39 C. A solution recommended to resolve an issue studied must be ratified by the Board and BFT Executive
- 40 Council before becoming a written and signed addendum to the collective bargaining contract.
- 41 D. If a Building Committee desires to modify a contractual provision, their request shall be reviewed by the
- 42 District Committee. If the District Committee approves the request to modify the contractual provision, it
- 43 shall be forwarded to the Board of Education and the BFT Executive Council for approval. Upon approval
- 44 of these parties, this modification shall be reduced to writing and be applicable only at the requesting
- 45 school.
- 46 E. The Board of Education and the Berea Federation of Teachers recognize the importance of continuous
- 47 improvement and the delivery of instructional service in a cost effective manner; however, no member of
- 48 the bargaining unit as defined in ARTICLE I, Item A, shall have his/her teaching contract non-renewed or
- 49 suspended due the sub-contracting of his/her duties.

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ARTICLE XXI

DURATION

- A. This contract shall become effective on July 1, 2013 and shall continue in effect to and including June 30, 2016.
- B. In the event a successor contract is not adopted prior to the termination date, this contract shall remain in full force and effect until such time as a successor contract is adopted.

ARTICLE XXII

PAYCHECKS AND DEDUCTIONS

- A. Teachers shall receive their salary in twenty-four (24) equal paychecks. Paychecks shall be issued on the 16<sup>th</sup> and last day of the month. All teachers will be required to receive their pay through direct deposit to the bank of their choice. When a payday falls on a Saturday or Sunday, the paycheck will be issued on the preceding Friday. When a payday falls during a holiday period, the paycheck will be issued on the last working day proceeding the holiday period with the exception of Christmas, New Years, and Easter holidays.
- B. Teachers who retire at the end of the school year shall receive the remainder of the salary due to them on the regular summer pay schedule (July through August) unless they request full payment on June 30. Teachers who retire during the school year shall receive the remainder of the salary owed to them in the first pay following their effective date of retirement.
- C. By teacher request, deductions will be made for BFT dues, BFT COPE, Berea School Employees Credit Union, United Way, Educational Community Foundation Committee for Good Schools, tax-sheltered annuities and other items mutually agreed upon by the BFT and the Board. At the point in time when computer capacity allows for additional deductions, the Board and BFT will meet to mutually agree upon additional deductions.
- D. The Berea Federation of Teachers and the Berea Board of Education support the voluntary employee payroll deduction program. The proceeds of this program will go to the Committee for the Good Schools.
- E. A request to change the deduction amount for a tax-sheltered annuity must be filed in the Personnel Office by the fifteenth (15<sup>TH</sup>) of the month prior to the month in which it is to become effective.
- F. All teachers will receive their W-2 forms no later than January 31<sup>st</sup>.
- G. Overpayment/Underpayment
  - 1. An overpayment/underpayment will be corrected in a timely manner. An underpayment/overpayment, including pay or HRA reimbursement expenses which have developed over a period of time and involve three hundred (300.00) dollars or more will be rectified on a payment schedule which is worked out between the teacher and the Treasurer's Office. In any such case the resolution will not extend beyond the end of the fiscal year (June 30). Prior to any monies being deducted from an employee's paycheck, the employee will be notified in writing.
  - 2. Teachers are expected to report any concern they have about the accuracy of their paycheck to the Treasurer's Office as soon as possible.

ARTICLE XXIII

INCENTIVE PROGRAM

There will be no incentive program offered during the term of this contract.

**Appendix 1**

**BEREA CITY SCHOOL DISTRICT**

**Department of Personnel and Employee Relations**

**Access to Personnel File  
(other than Berea City School District Administration)**

Date of Request \_\_\_\_\_ Time \_\_\_\_\_

Party Making Request for Access:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

Employee Record to be Reviewed \_\_\_\_\_

Reason(s) for Access:

-----  
**FOR OFFICE USE ONLY**

Date Employee Contacted \_\_\_\_\_ Time \_\_\_\_\_

Employee Requests Presence: Yes \_\_\_\_\_ No \_\_\_\_\_

Employee Requests Representation: Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Representative \_\_\_\_\_

Date of Review \_\_\_\_\_ Time \_\_\_\_\_

Parties Present:

General Comments:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

One copy will be provided to the teacher and one copy to the Director of Personnel and Employee Relations. All reviews will occur at the Administration Building.

**Appendix 2**

**BEREA FEDERATION OF TEACHERS**

**BEREA CITY SCHOOL DISTRICT**

**COMPLAINT BY THE AGGRIEVED**  
**(TYPE OR PRINT)**

Aggrieved Person \_\_\_\_\_ Presentation \_\_\_\_\_ Date of Formal \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_ Phone \_\_\_\_\_

Principal \_\_\_\_\_

Name of BFT Building Representative(s) \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

**ACTION REQUESTED:**

\_\_\_\_\_  
(Signature of Aggrieved)

Duplicate copies to:  
Building Principal  
Grievance Chairperson  
Form A - BCS

**Appendix 3**

**DECISION OF PRINCIPAL**

(To be completed by building principal within ten (10) days after hearing.)

Aggrieved Person \_\_\_\_\_ Date of Formal  
Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_  
(or other administrator)

**DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFORE:**

Date of Decision \_\_\_\_\_  
(Signature of Principal)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within ten (10) days of decision.)

\_\_\_\_\_ I accept the above decision of principal (or other  
administrator).

\_\_\_\_\_ I hereby refer the above decision to the BFT Grievance  
Committee for review.

Date of Response \_\_\_\_\_  
(Signature of Aggrieved)

**Appendix 4**

**DECISION OF SUPERINTENDENT'S DESIGNEE**

(To be completed by Superintendent's designee within ten (10) days after hearing with aggrieved and/or BFT Grievance Committee representative.)

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Date Appeal Received by Superintendent's Designee \_\_\_\_\_

Date Hearing Held by Superintendent's Designee \_\_\_\_\_

**DECISION OF SUPERINTENDENT'S DESIGNEE AND REASONS THEREFORE:**

Date of Decision \_\_\_\_\_  
(Signature of Superintendent's Designee)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within ten (10) days of decision.)

\_\_\_\_\_ I accept the above decision of the Superintendent's Designee.

\_\_\_\_\_ I hereby appeal, through the BFT Grievance Committee, for a binding opinion of this grievance.

Date of Response \_\_\_\_\_  
(Signature of Aggrieved)

**Appendix 5**

**REQUEST FOR A LEVEL 3 HEARING**

(To be completed by the BFT Grievance Committee within ten (10) days after receipt of the grievant's request for a Level 3 hearing)

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Date Level Written Decision Received by Grievant \_\_\_\_\_

Date BFT Grievance Committee Received Grievant's Request \_\_\_\_\_

The BFT Grievance Committee has decided to submit this grievance to an arbitrator from the American Arbitration Association.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of the Chairperson of BFT Grievance Committee or His/Her Designee)



Please PRINT

Last Name

First Name

_____	Certified
_____	Classified

Berea City School District



# APPLICATION FOR USE OF SICK LEAVE

POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

The undersigned states that he/she is making application to use sick leave as provided in Section 3319.141, Ohio Revised Code and that the use of this sick leave is justified for the following reasons:

- |                                   |   |
|-----------------------------------|---|
| 1) _____ Personal Illness         | 5) _____ Pregnancy                      |
| 2) _____ Personal Injury          | 6) _____ Temporary Disability           |
| 3) _____ Illness/Immediate Family | 7) _____ Exposure to Contagious Disease |
| 4) _____ Injury/Immediate Family  | 8) _____ Doctor Appointment             |

**NOTE:** If absent for five (5) or more consecutive days due to personal illness or injury, a statement from your doctor verifying that the employee is able to return to work must be attached.

- 9) \_\_\_\_\_ Facilitating adoption/guardianship process (can apply for up to 10 paid contracted workdays)
- 10) \_\_\_\_\_ Adoption or assuming guardianship (can apply for up to a total of 30 paid contracted workdays)

I request \_\_\_\_\_ day(s) of sick leave beginning at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_

(time) (day)

\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_

(date) (time) (day) (date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BEREA CITY SCHOOL DISTRICT

Please PRINT \_\_\_\_\_

Last Name

\_\_\_\_\_  
Classified  
\_\_\_\_\_  
Certified

**APPLICATION FOR USE OF NON-MEDICAL CUSTODIAL LEAVE\***

EMPLOYEE NAME \_\_\_\_\_

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

\*Custodial care of immediate family members for non-medical reasons will be limited to five (5) days per school year (July 1<sup>st</sup> through June 30<sup>th</sup>). The first two days will be charged against the employee's sick leave and the next three days will be charged against the employee's accumulated personal leave or sick leave, the choice will be up to the employee which account, sick or personal leave, is to be debited.

I request \_\_\_\_\_ day(s) of non-medical custodial leave beginning at \_\_\_\_\_ on \_\_\_\_\_  
(time) (date)  
and ending at \_\_\_\_\_ on \_\_\_\_\_.  
(time) (date)

Charge the following date(s) and time(s) (.25,.5,.75,1) against my **sick leave** balance:

Charge the following date(s) and time(s) (.25,.5,.75,1) against my **personal leave** balance:\*\*

**\*\*The same limitations for the use of Personal Leave shall apply:**

1. Personal leave is limited to one (1) day before or after a holiday, unless extenuating circumstances occur.
2. Personal leave may not be used on the first or last day of the school year for students, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
3. Personal leave may not be used for vacation or recreational activities.
4. Personal leave may not be used for professional activities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF NON-MEDICAL CUSTODIAL LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16,3319.01, AND 124.38

For Personnel Office Use:

This request for \_\_\_\_\_ days of non-medical custodial care will count toward your allocation of 5 days for the current school year (July 1<sup>st</sup> – June 30<sup>th</sup>) You have \_\_\_\_\_ days remaining for the current school year. (July, 2005)

# BEREA CITY SCHOOL DISTRICT CATASTROPHIC/NON-CATASTROPHIC LEAVE DONATION APPLICATION



TO: Members of OAPSE 213, 473, 656, BFT, BASA

FROM: Director of Personnel & Employee Relations

DATE:

Approval has been granted for \_\_\_\_\_, to receive donations of sick leave under our non-catastrophic sick leave policy. The reason for the non-catastrophic leave is due to \_\_\_\_\_.

If you would like to donate day(s), kindly complete the form below and return to the **Personnel Department** at your earliest convenience. Thank you.

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE \_\_\_\_\_

I agree to donate \_\_\_\_\_ day(s) of my accumulated sick leave as catastrophic leave/non-catastrophic leave for \_\_\_\_\_.

\_\_\_\_\_. I understand that I can donate up to a maximum of five (5)

(Name)

days per request, and that any days used for this purpose will not be returned to me.

\_\_\_\_\_  
Signature of employee donating sick leave

Dear \_\_\_\_\_,

\_\_\_\_\_ days from your donation of \_\_\_\_\_ days have been used

Those days used will be deducted from your sick leave accumulation. Our colleague in need appreciates your generosity.

\_\_\_\_\_  
Signature of Treasurer/Payroll Coordinator

11/09

\_\_\_\_\_  
Date

BEREA CITY SCHOOL DISTRICT

Please PRINT

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First

\_\_\_\_\_  
Classified

\_\_\_\_\_  
Certified

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**APPLICATION FOR USE OF BEREAVEMENT LEAVE**

One (1) day of bereavement leave will be granted with pay due to a death in an employee's immediate family as defined under Sick Leave. ***This day will not be deducted*** from the accumulated sick leave. **Additional days** used for bereavement will be deducted from either the employee's sick leave or personal leave. The choice will be up to the employee which account, sick leave or personal leave, is to be debited.

***I request a bereavement leave day on \_\_\_\_\_ (date) due to the death of the following member of my immediate family:***

\_\_\_\_\_  
Husband/Wife

\_\_\_\_\_  
Mother/Father

\_\_\_\_\_  
Grandmother/Grandfather

\_\_\_\_\_  
Brother/Sister

\_\_\_\_\_  
Daughter/Son-in-law

\_\_\_\_\_  
Child/Custodial child

\_\_\_\_\_  
Mother/Father-in-law

\_\_\_\_\_  
Grandmother/Grandfather-in-law

\_\_\_\_\_  
Brother/Sister-in-law

\_\_\_\_\_  
Grandchild

Deduct the following ***additional*** date(s) and amounts (.25,.5,.75,1) that I used for bereavement against my ***sick leave*** balance:

Deduct the following ***additional*** date(s) and amounts (.25,.5,.75,1) that I used for bereavement against my ***personal leave*** balance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF BEREAVEMENT LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16,3319.01, AND 124.38

Copies as follows:  
 White to Personnel  
 Yellow returned to bldg. payroll secretary  
 Pink returned to employee

\_\_\_\_\_ Certified  
 \_\_\_\_\_ Classified



# APPLICATION FOR USE OF PERSONAL LEAVE

Employees may receive up to three (3) days of Personal Leave per year. Any unused Personal Leave from the school year (7/1 through 6/30) will be converted to sick leave and added to an employee's accumulated sick leave total effective the following school year.

The reasons for the use of personal leave shall be defined as follows:

**FUNERAL** - To be used to attend the funeral of an individual outside the immediate family or for bereavement leave for the immediate family.

**WEDDING** - Immediate family; the employee (himself/herself) or when a member of the wedding party.

**COURT APPEARANCE/LEGAL MATTERS** - Serving as a witness, plaintiff, or defendant, court action, settlement of estate, etc.

**FAMILY OBLIGATION** - To attend to matters (graduation, honors, parent conferencing), when it cannot be arranged outside of the work day involving the immediate family as defined below: Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and custodial child.

**HOME EMERGENCY** - Involving potential or actual damage to home or property.

**PERSONAL BUSINESS** - Shall be defined as business of a personal nature which cannot be conducted before or after the work day, on weekends, or during vacation periods.

Limitations for the Use of Personal Leave

- Personal leave is limited to one (1) day before or after a holiday, spring break or winter break, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
- Personal leave may not be used on the first or last day of the school year for students.
- Personal leave may not be used for vacation or recreational activities.
- Personal leave may not be used for professional activities.

Send to: **Director of Personnel and Employee Relations**

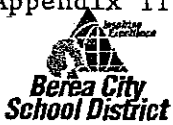
Personal Leave is requested for (date): \_\_\_\_\_

I request \_\_\_\_\_ day(s) of personal leave beginning at \_\_\_\_\_ on \_\_\_\_\_ ,  
(time) (day)

\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_  
(date) (time) (day) (date)

\_\_\_\_\_  
 Signature Building Date

Received by: \_\_\_\_\_  
 Signature Date



PROFESSIONAL ACTIVITIES / MEETINGS APPLICATION
Certified and Classified Staff

Employees are encouraged to weigh the value of the professional activity against the detriment that absence will cause to the quality of instruction.

SUBMIT THIS FORM IN TRIPLICATE TWO WEEKS PRIOR TO THE EVENT

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

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

[ ] Certified \_\_\_\_\_
Grade Level / Subject Area

[ ] Classified \_\_\_\_\_
Position

Title of Event \_\_\_\_\_

Location \_\_\_\_\_

Date(s) of Event \_\_\_\_\_

Period/Time of Event \_\_\_\_\_

SUBSTITUTE

[ ] Substitute Needed (Complete this Section)

[ ] NO Substitute Needed (Skip this Section)

◇ You must contact the Personnel Office after receiving the approved copy of this form to secure your substitute.
◇ If your professional activity is cancelled or rescheduled, please notify the Personnel Department.

SUBSTITUTE WAGES CHARGED TO:

- [ ] District Approved Staff Development - Account # (if available)
[ ] Approved by Pupil Services - Account # (if available)
[ ] Approved by Curriculum - Account # (if available)
[ ] Building Reserve Teacher Allocation
[ ] DRB (Teacher Evaluation Program)
[ ] Other Account #

REIMBURSEMENT

[ ] I understand there will be NO REIMBURSEMENT for any expenses incurred. (Excludes mileage reported on monthly mileage form)

Signature: \_\_\_\_\_

[ ] I have expenses to be reimbursed and will complete the reverse side of this form.

EVENT DESCRIPTION

Please check the reason which applies

Professional Growth Activities

- [ ] District supported staff development (Out of District)
[ ] Building supported staff development (Out of District)
[ ] Visitation Explain
[ ] Non-Required Co-Curricular Activity Explain
[ ] Other Explain

Student Centered Activities

- [ ] Field Trip Chaperone
[ ] Required Co-Curricular Activity
[ ] Other Explain

B.F.T. / O.A.P.S.E. Activities

- [ ] Convention / Conference / Meeting
President's Signature \_\_\_\_\_

Teacher Evaluation Program

- [ ] Observation
[ ] Meeting with District Review Board
[ ] Other Explain

APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_
Principal/Supervisor

APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_
Assistant Superintendent

**PROFESSIONAL MEETING EXPENSES**

*Please follow the Guidelines for Reimbursement of Expenses when submitting receipts for reimbursement. A copy of the guidelines is available from your site secretary.*

Directions:

1. If expenses are being reimbursed by the District Staff Development Committee refer to Proposal Guidelines for reimbursements.
2. Complete only the estimated expense section before the event.
3. This section requires the signature of the person authorized to permit expenditures/reimbursements from this account.
4. All information must be provided (including the account number) for approval.

**Estimated Expenses**

Registration	\$ _____
Travel Expenses (mileage)	\$ _____
Lodging	\$ _____
Meals	\$ _____
_____	\$ _____
<b><u>TOTAL ESTIMATED EXPENSES</u></b>	<b>\$ _____</b>

These estimated expenses are to be charged to:

Account Number:

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - 00000000 \_\_\_\_\_ - 00

Signature of Person Authorizing Expenditure \_\_\_\_\_ Date \_\_\_\_\_

**ACTUAL REIMBURSEMENT**

*After attending the event, complete this section and submit all supporting receipts (pursuant to the Guidelines for Reimbursement of Expenses and/or Staff Development Proposal Guidelines) for reimbursement.*

**Reimbursable Expenses**

Registration	\$ _____
Travel Expenses (mileage)	\$ _____
Lodging	\$ _____
Meals	\$ _____
Other _____	\$ _____
<b><u>TOTAL EXPENSES</u></b>	<b>\$ _____</b>

Signature of Participant: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Person Authorizing Reimbursement: \_\_\_\_\_ Date \_\_\_\_\_

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name First

\_\_\_\_\_  
Classified

\_\_\_\_\_  
Certified

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**REQUEST FOR USE OF RELIGIOUS LEAVE**

**Request must be received in the Personnel Office 1 month prior to the date of the religious holiday**

Religious leave may be granted with pay, upon approval, to employees who must be absent from work on a religious holiday(s). A maximum of two (2) days per year may be granted upon request. The request for religious leave must be submitted in writing to the Director of Personnel and Employee Relations at least one (1) month prior to the day(s) requested. Religious leave when granted will not be deducted from the employee's accumulated sick leave or from the employee's three (3) days of personal leave.

I request religious leave to be used on \_\_\_\_\_ for the following religious holiday: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

FALSIFICATION OF THIS STATEMENT OR MISUSE OF RELIGIOUS LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16, 3319.01, AND 124.38

Request for use of religious holiday is:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

\_\_\_\_\_  
Director of Personnel & Employee Relations

\_\_\_\_\_  
Date

If religious leave is denied, the employee may appeal the denial to the Superintendent and the OAPSE/BFT President. Their decision will be final and not subject to the grievance procedure.



**ACKNOWLEDGEMENT OF UNDERSTANDING**  
**OF RE-EMPLOYMENT PROCEDURES**

I hereby acknowledge my full understanding that by declining the offer of part-time employment made to me by the Berea City School District on \_\_\_\_\_ (date) the following conditions apply:

- (1) Should a vacancy or addition to the part-time position become available, the teacher assigned to the existing part-time position will be offered the full-time position or addition ahead of me.
- (2) My name will remain on the recall list without forfeiture of my position on the list.
- (3) I will be offered full or part-time employment when positions for which I am qualified and certified become available through the second September after my nonrenewal.
- (4) If I am offered full-time employment and decline the position, my name will be removed from the recall list.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Personnel & Employee Relations

\_\_\_\_\_  
Date

6/98

**COLLEGE CREDIT**  
**TUITION REIMBURSEMENT FORM**

I, \_\_\_\_\_, request prior approval and tuition reimbursement for the following college course:

Course Title: \_\_\_\_\_  
Please attach college course descriptor

College/University: \_\_\_\_\_

Tuition Cost: \_\_\_\_\_ (Cost cannot exceed \$1200.00)

Projected Completion Date: \_\_\_\_\_

**I understand that the college course must enhance my education career, and credit received cannot be used for advancement on the salary schedule. Payments shall be made after verification that the course has been successfully completed. Verification must be submitted to the Personnel Office on an official transcript.**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Director of Personnel  
& Employee Relations

\_\_\_\_\_  
Date

2 cys: Return copy  
w/transcript

Revised  
3/98

## SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

**The amount of Insurance that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.**

### BENEFIT

### BENEFIT AMOUNTS AND HIGHLIGHTS

#### Life Insurance For You

##### Basic Life Insurance

For Full-Time Administrators:

For Active Employees .....	An amount equal to 1.5 times Your Basic Annual Earnings, rounded to the next lower \$1,000
Maximum Basic Life Benefit .....	\$400,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$200,000

For Full-Time Teachers:

For Active Employees .....	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next lower \$1,000
Maximum Basic Life Benefit .....	\$250,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$125,000

For Full-Time OAPSE employees with Basic Annual Earnings less than \$10,000:

For Active Employees .....	\$30,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$15,000

## SCHEDULE OF BENEFITS (continued)

For Full-Time OAPSE employees with Basic Annual Earnings between \$10,000 and \$15,000:

For Active Employees .....	\$30,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$15,000

For Full-Time OAPSE employees with Basic Annual Earnings between \$15,000 and \$20,000:

For Active Employees .....	\$30,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$15,000

For Full-Time OAPSE employees with Basic Annual Earnings greater than \$30,000:

For Active Employees .....	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next lower \$1,000
Maximum Basic Life Benefit .....	\$250,000
Accelerated Benefit Option .....	Up to 50% of Your Basic Life amount not to exceed \$125,000

### Supplemental Life Insurance

For Active Employees .....	An amount, elected by You, which is a multiple of \$10,000
Minimum Supplemental Life Benefit .....	\$10,000
Maximum Supplemental Life Benefit .....	The lesser of 5 times Your Basic Annual Earnings or \$500,000
Non-Medical Issue Amount .....	The lesser of 3 times Your Basic Annual Earnings or \$300,000
Accelerated Benefit Option .....	Up to 50% of Your Supplemental Life amount not to exceed \$250,000

## **SCHEDULE OF BENEFITS (continued)**

### **ESTATE RESOLUTION SERVICES**

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Services or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

### **THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS**

#### **Will Preparation Service**

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

#### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) for You

#### Full Amount for Basic AD&D

##### For Full-Time Administrators:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$400,000

##### For Full-Time Teachers:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$250,000

##### For Full-Time OAPSE employees with Basic Annual Earnings less than \$10,000:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$30,000

##### For Full-Time OAPSE employees with Basic Annual Earnings between \$10,000 and \$15,000:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$30,000

##### For Full-Time OAPSE employees with Basic Annual Earnings between \$15,000 and \$20,000:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$30,000

##### For Full-Time OAPSE employees with Basic Annual Earnings greater than \$20,000:

For Active Employees..... An amount equal to Your Basic Life Insurance

Maximum Accidental Death and Dismemberment Full Amount ..... \$250,000

## SCHEDULE OF BENEFITS (continued)

### Additional Benefits:

Seat Belt Benefit.....	Yes
Child Care Benefit .....	NONE
Child Education Benefit .....	NONE
Spouse Education Benefit .....	NONE
Hospital Confinement Benefit .....	NONE
Common Carrier Benefit.....	NONE

### Schedule of Covered Losses for Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life .....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow .....	0%
Loss of a leg permanently severed at or above the knee .....	0%
Loss of sight in one eye.....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand .....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

## SCHEDULE OF BENEFITS (continued)

Paralysis of both arms and both legs .....	100%
Paralysis of both legs .....	50%
Paralysis of the arm and leg on either side of the body .....	50%
Paralysis of one arm or leg.....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

### Full Amount for Voluntary AD&D

For Active Employees.....	An amount, elected by You, which is a multiple of \$10,000
Minimum Voluntary Accidental Death and Dismemberment Full Amount .....	\$10,000
Maximum Voluntary Accidental Death and Dismemberment Full Amount .....	The lesser of 5 times Your Basic Annual Earnings or \$500,000

### Additional Benefits:

Seat Belt Benefit.....	Yes
Child Care Benefit .....	Yes
Child Education Benefit .....	Yes
Spouse Education Benefit .....	Yes
Hospital Confinement Benefit .....	Yes
Common Carrier Benefit.....	Yes

### Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life .....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow .....	0%
Loss of a leg permanently severed at or above the knee .....	0%
Loss of sight in one eye.....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.



## SCHEDULE OF BENEFITS (continued)

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand .....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing .....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs .....	100%
Paralysis of both legs .....	50%
Paralysis of the arm and leg on either side of the body .....	50%
Paralysis of one arm or leg .....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

### Life Insurance For Your Dependents

For Your Spouse .....	An amount, elected by You, which is a multiple of \$10,000
Minimum Spouse Dependent Life Benefit .....	\$10,000
Maximum Spouse Dependent Life Benefit .....	The lesser of 100% of Your Supplemental Life Benefits or \$100,000
Non-Medical Issue Amount .....	\$20,000
Accelerated Benefit Option .....	Up to 50% of Your Dependent Life amount not to exceed \$50,000
For each of Your Children:	
Under 15 days old .....	\$0
Over 15 days to 19 Years, 23 Years if a full-time student .....	\$10,000

## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

#### Full Amount for Voluntary AD&D

Spouse and Child(ren) .....	An amount equal to: (a) 40% for Your Spouse Only; and (b) 10% for each Child; of Your Voluntary Accidental Death and Dismemberment Insurance
Spouse Only .....	An amount equal to 50% of Your Voluntary Accidental Death and Dismemberment Insurance

#### For each of Your Children

Child(ren) Only .....	An amount equal to 15% of Your Voluntary Accidental Death and Dismemberment Insurance for each Child
-----------------------	--

Minimum Spouse Voluntary Accidental Death and Dismemberment Full Amount ..... \$5,000

Minimum Child Voluntary Accidental Death and Dismemberment Full Amount ..... \$1,000

Maximum Spouse Voluntary Accidental Death and Dismemberment Full Amount ..... \$250,000

Maximum Child Voluntary Accidental Death and Dismemberment Full Amount ..... \$50,000

#### Additional Benefits:

Seat Belt Benefit .....	Yes
Child Care Benefit.....	Yes
Child Education Benefit.....	Yes
Hospital Confinement Benefit.....	Yes
Common Carrier Benefit .....	Yes

## SCHEDULE OF BENEFITS (continued)

### Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life .....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow .....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow .....	0%
Loss of a leg permanently severed at or above the knee .....	0%
Loss of sight in one eye .....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing .....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg .....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.



**WELCOME TO BLUE VIEW VISION!**  
Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!

**Group Name: Berea City School District**  
**Effective Date: February 1, 2013**  
**Blue View Vision<sup>SM</sup> Option 20**

**Your Blue View Vision network**

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Pearle Vision®, Sears Optical<sup>SM</sup>, Target Optical® and JCPenney® Optical locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

**Out-of-network services**

Did we mention we're flexible? You can choose to receive care outside of the Blue View Vision network. You simply get an allowance toward services and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of service and then file a claim for reimbursement.

**YOUR BLUE VIEW VISION PLAN AT-A-GLANCE**

**VISION CARE SERVICES**

**Routine eye exam** once every 12 months

**IN-NETWORK**  
\$0 copay, then covered in full

**OUT-OF-NETWORK**  
\$42 allowance

**Eyeglass frames**

Once every 24 months you may select an eyeglass frame and receive the following allowance toward the purchase price:

\$130 allowance then 20% off any remaining balance

\$45 allowance

**Eyeglass lenses (Standard)**

- Factory scratch coating included*
- Polycarbonate lenses included for children under 19 years old.*
- Transitions® lenses included for children under 19 years old.*

Once every 12 months you may receive any one of the following lens options:

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)

\$0 copay, then covered in full  
\$0 copay, then covered in full  
\$0 copay, then covered in full

\$40 allowance  
\$60 allowance  
\$80 allowance

**Eyeglass lens upgrades**

When receiving services from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

**Lens Options**

- UV Coating
- Tint (Solid and Gradient)
- Standard Polycarbonate
- Transitions® lenses
- Progressive Lenses<sup>1</sup>
  - Standard
  - Premium Tier 1
  - Premium Tier 2
  - Premium Tier 3
- Standard Anti-Reflective Coating<sup>2</sup>
- Premium Tier 1 Anti-Reflective Coating<sup>2</sup>
- Premium Tier 2 Anti-Reflective Coating<sup>2</sup>
- Other Add-ons and Services

**Member cost for upgrades**

- \$15
- \$15
- \$40
- \$75
- \$65
- \$91
- \$97
- \$103
- \$45
- \$57
- \$68
- 20% off retail price

Discounts on lens upgrades are not available out-of-network

<sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.

<sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

**Contact lenses – once every 12 months**

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

- Elective Conventional Lenses
- Elective Disposable Lenses
- Non-Elective Contact Lenses

\$130 allowance then 15% off any remaining balance

\$130 allowance (no additional discount)

Covered in full

\$105 allowance  
\$105 allowance  
\$210 allowance

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period.

Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

**VISION CARE SERVICES**

**Contact lens fitting and follow-up**

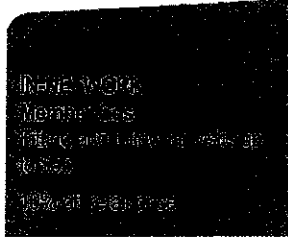
A contact lens fitting and two follow-up visits are available to you once a comprehensive eye exam has been completed.

Standard contact fitting\*

Premium contact lens fitting\*\*

\*A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

\*\*A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.



**OUT-OF-NETWORK**

Discounts not available out-of-network

**Discounts – Savings on additional eyewear and accessories** – After you use your initial frame or contact lens allowance, you can take advantage of discounts on additional prescription eyeglasses, conventional contact lenses, and eyewear accessories courtesy of Blue View Vision network providers.

BLUE VIEW VISION ADDITIONAL SAVINGS	MEMBER SAVINGS	LASER VISION CORRECTION SURGERY
<p><b>Additional Pair of Complete Eyeglasses</b></p>	<p>40% discount off retail*</p>	<p>Glasses or contacts may not be the answer for everyone. That's why we offer further savings with discounts on refractive surgery. Pay a discounted amount per eye for LASIK Vision correction. For more information, go to SpecialOffers at <a href="http://anthem.com">anthem.com</a> and select vision care.</p>
<p><b>Contact Lenses - Conventional</b> <i>(Discount applied to materials only)</i></p>	<p>15% off retail price</p>	<p><b>USING YOUR BLUE VIEW VISION PLAN</b> The Blue View Vision network is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.</p>
<p><b>Eyewear Accessories</b> Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.</p>	<p>20% off retail price</p>	<p><b>OUT-OF-NETWORK</b> If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment of services and/or eyewear materials at the time of service.</p>
<p>*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.</p>		<p>To Fax: <b>866-293-7373</b> To Email: <b>oonclaims@eyewearspecialoffers.com</b> To Mail: <b>Blue View Vision</b> Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111</p>

**EXCLUSIONS**

The following section indicates items that are excluded from benefit consideration, and are not considered Covered Services. This is in no way a complete listing, and we are the final authority for determining if services or supplies are Covered Services. This is a primary vision care benefit intended to cover only eye examinations and corrective eyewear. Materials not covered below may be purchased at preferred pricing from Blue View Vision providers.

We do not provide vision benefits for services, supplies or charges:

- Received from an individual or entity that is not a Provider, as defined in the Certificate.
- For any condition, disease, defect, ailment, or injury arising out of and in the course of employment if benefits are available under any Worker's Compensation Act or other similar law. This exclusion applies if you receive the benefits in whole or in part. This exclusion also applies whether or not you claim the benefits or compensation. It also applies whether or not you recover from any third party.
- To the extent that they are provided as benefits by any governmental unit, unless otherwise required by law or regulation.
- For illness or injury that occurs as a result of any act of war, declared or undeclared.
- For a condition resulting from direct participation in a riot, civil disobedience, nuclear explosion, or nuclear accident.
- For which you have no legal obligation to pay in the absence of this or like coverage.
- Received from an optical or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.
- Prescribed, ordered, referred by, or received from a member of your immediate family, including your spouse, child, brother, sister, in-law, or self.

- For completion of claim forms or charges for medical records or reports unless otherwise required by law.
- For missed or canceled appointments.
- In excess of Maximum Allowable Amount.
- Incurred prior to your Effective Date.
- Incurred after the termination date of this coverage except as specified elsewhere in the Certificate.
- For services or supplies primarily for educational, vocational, or training purposes, except as otherwise specified in the Certificate.
- For sunglasses and accompanying frames.
- For safety glasses and accompanying frames.
- For inpatient or outpatient hospital vision care.
- For Orthoptics or vision training and any associated supplemental testing.
- For non-prescription lenses.
- For two pairs of glasses in lieu of bifocals.
- For Plano lenses (lenses that have no refractive power).
- For medical or surgical treatment of the eyes.
- Lost or broken lenses or frames, unless the Member has reached his or her normal interval for service when seeking replacements.
- For services or supplies not specifically listed in the Certificate.
- Certain brands on which the manufacturer imposes a no discount policy.
- For services or supplies combined with any other offer, coupon or in-store advertisement.

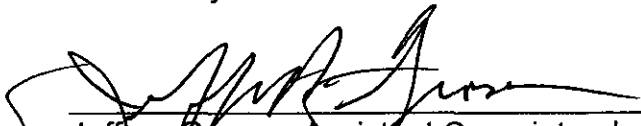
This benefit overview insert is only one piece of your entire enrollment package. Exclusions and limitations are listed in the enrollment brochure.

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**ON BEHALF OF THE BOARD**


  
Gale Patten, President  
Berea Board of Education

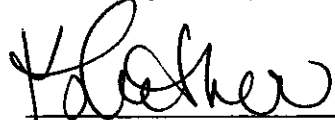
  
Michael Sheppard, Superintendent  
Berea City Schools

  
Jeffrey Grosse, Assistant Superintendent  
Berea City Schools


**ON BEHALF OF THE BEREA  
FEDERATION OF TEACHERS**

  
Roslyn Painter-Goff, President  
Berea Federation of Teachers


  
Jean Hribar, Treasurer  
Berea Federation of Teachers

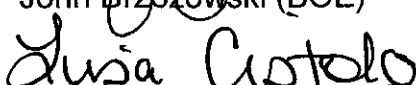
  
Kim Luther, Coordinator of Field Services  
Ohio Federation of Teachers

**BARGAINING TEAM MEMBERS**

  
William Boone (BFT)

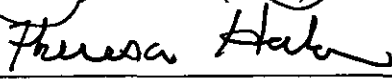
  
Lisa Bruening (BOE)

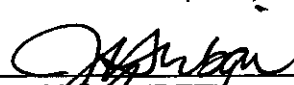
  
John Brzozowski (BOE)

  
Lisa Cistolo (BFT)


  
Karen Frimel (BOE)

  
Jeffrey Grosse (BOE)


  
Theresa Hahn (BFT)

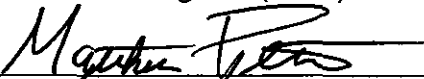
  
Jean Hribar (BFT)

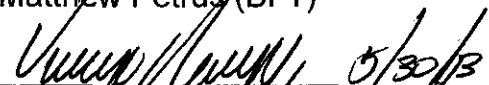
  
Brian Kessler (BFT)

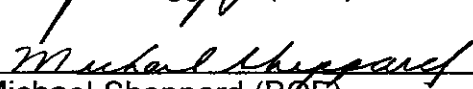
  
Kim Luther (BFT)

  
Roslyn Painter-Goffi (BFT)


  
Michael Pellegrino (BOE)

  
Matthew Petrus (BFT)

  
Vincenzo Ruggiero (BOE)

  
Michael Sheppard (BOE)

  
Michael Slivochka (BOE)

  
LaVerne Thomas (BFT)

Ratified by the Berea Federation of Teachers

DATE: 4-8-13

Ratified by the Berea Board of Education

DATE: 4/8/13