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10/02/2013

# MASTER CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE  
BEACHWOOD CITY SCHOOL DISTRICT

AND THE

BEACHWOOD FEDERATION OF TEACHERS,  
AFT, LOCAL 1468

Effective September 1, 2012 through August 31, 2015  
Approved by Board Resolution 07-12-306

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## CONTRACT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "Master Contract") made and entered into by and between the BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT (hereinafter referred to as "Board of Education") and the BEACHWOOD FEDERATION OF TEACHERS, AFT, LOCAL 1468 (hereinafter referred to as "Federation"), is as follows:

### ARTICLE 1. EFFECTIVE DATE AND DURATION

- A. This Contract and the undertakings set forth herein shall be effective on and after **September 1, 2012**.
- B. This Contract and the undertakings set forth herein shall expire at midnight on **August 31, 2015**.

### ARTICLE 2. GENERAL TERMS

This Contract and the representation election submission agreement signed by the parties in October, 1972, set forth all agreements that have been entered into between the Board of Education and the Federation, and neither party shall be required to negotiate with the other party for the term of this Contract.

NOTE: The use of the male pronoun in this Contract shall mean either the male or female gender.

### ARTICLE 3. RECOGNITION AND DUES DEDUCTION

- A. The Board of Education of the Beachwood City School District hereby recognizes the Beachwood Federation of Teachers, AFT, Local 1468 as the sole and exclusive negotiations representative of the certificated/licensed personnel employed by the Board of Education of the Beachwood City School District, which shall be defined as regular classroom and special education teachers, guidance counselors, school psychologists, librarians, nurses, speech and language pathologists, audiologists, and certificated/licensed preschool instructors and instructional tutors for the purposes of negotiating in good faith a professional salary schedule, a grievance procedure, and such other terms and conditions of employment of said employees as the parties may agree are proper subjects of negotiations. Excluded from this unit are substitute teachers, tutors other than instructional tutors, Athletic Director, Coordinator of Gifted Education, administrative personnel, all classified employees, teachers and other certificated staff assigned to nonpublic schools paid by state or federal funds, and all other confidential, supervisory and management level employees as defined in R.C. 4117.01(C), (F), (J), (K) and (L) of the Ohio Revised Code. This recognition is subject to the terms and conditions set forth in the representation election submission agreement signed by the parties in October 1972 and later amended on December 10, 1987 and June 20, 2000. The recognition granted herein upon the Beachwood Federation of Teachers, AFT, Local 1468 as the sole and exclusive negotiations agent and representative as defined herein shall

remain in force and effect for the term of this Agreement, subject to the provisions of Chapter 4117 of the Ohio Revised Code.

(See Appendix 4 for the salary schedules for certificated/licensed preschool instructors and instructional tutors.)

**B. Check-off**

1. The District will deduct any initiation fees and dues levied by the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his/her signature.
2. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization with the thirty (30) day period prior to the termination of this contract or upon the termination of employment or transfer to a job classification outside the bargaining unit.
3. All employees who are covered by this Contract who are not members of the Union and who have been employed by the District for thirty (30) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.
4. All authorized deductions will be made from the member's pay on a regular semi-monthly basis. The District shall deduct from the pay of each non-member of the recognized bargaining unit a fair share fee as determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to political expenditures by the employee organization. The Federation represents to the Board of Education that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C); that a procedure for challenging the amount of the representation fee has been established; and that such procedures comply with all applicable state and federal laws and the Constitutions of the United States and Ohio. The Board and the Federation will comply in all respects with Ohio Revised Code 4117.09(C) and any other law applicable to fair share fees.
5. The Federation shall indemnify and hold the Board of Education and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Board of Education for the purpose of complying with any provisions of this article, or in reliance on any notice or authorization form furnished under any of the provisions of this article.

#### **ARTICLE 4. GRIEVANCE PROCEDURE**

A. A grievance is a claim by an employee represented by the Federation or a group of employees represented by the Federation of a violation of an express provision of this Contract.

#### **B. Step 1 (Informal Meeting)**

If an employee believes a violation of this Contract has occurred the employee, either alone or in the company of a Federation school representative, shall first discuss the matter with his/her principal or other immediate supervisor in an effort to resolve the matter informally. Prior to this Step 1 meeting, the principal or other immediate supervisor shall be informed in writing that such a meeting is a Step 1 meeting.

#### **C. Step 2**

1. If not settled at Step 1, the grievance shall be reduced to writing on the Grievance Form which is attached hereto as Appendix 6 and shall be submitted by the grievant with his or her principal or other immediate supervisor within ten (10) days of the date on which the claimed violation of this Contract took place or on which a grievant knew or could have reasonably been expected to know of the occurrence giving rise to the grievance. If the Grievance Form is not submitted within the foregoing time limit, the grievance shall be considered waived and further action barred. The Grievance Form filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date on which the alleged violation of this Contract occurred; (c) the provision of this Contract which allegedly has been violated; and (d) the remedy which the grievant thinks is appropriate.
2. Not later than five (5) days after a grievance is filed at Step 2, the principal or other immediate supervisor will notify the grievant and the Federation school representative of the date, time, and location of the meeting at Step 2, which date shall not be later than ten (10) days after the date of notification. At that meeting, which shall be before the principal, or other immediate supervisor, the grievant shall be present and a Federation representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the meeting at Step 2, the principal, or other immediate supervisor, shall submit his/her disposition in writing to the grievant and a copy shall be given to the Federation school representative.
3. If the nature of the grievance is not building specific (i.e., health care), the grievant may immediately proceed to Step 3 of the Grievance Procedure which shall be noted on the grievance form when initially filed. The Superintendent may, upon review of the grievance, refer this matter back to the building principal for initial response if it is deemed that the grievance is improperly filed.

#### **D. Step 3**

1. If the grievance is not settled at Step 2, the grievant may, not later than ten (10) days after receipt of the written disposition at Step 2, submit to the Superintendent a written request for a meeting at Step 3 for the purpose of settling the grievance.
2. Not later than five (5) days after receipt of such a request, the grievant and the president of the Federation shall be notified of the time and location of the meeting at Step 3, which date shall not be later than ten (10) days after the date of notification. The meeting at Step 3 shall be before the Superintendent or such member of the Superintendent's staff as he shall designate. The grievant shall be present and a Federation representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the hearing at Step 3 the Superintendent or his designee who conducted the hearing shall submit his disposition in writing to the grievant and a copy shall be given to the president of the Federation.

#### **E. Step 4**

1. If the grievance is not settled at Step 3, the grievant may, not later than ten (10) days after the receipt of the written decision at Step 3, submit to the Superintendent a written request for a meeting at Step 4 for the purpose of settling the grievance.
2. Not later than five (5) days after receipt of such a request, the grievant shall be notified of the time and location of the meeting at Step 4, which date shall be not later than ten (10) days after the date of notification. The meeting at Step 4 shall be before the Board of Education or a committee of the Board of Education consisting of at least three of its members. At that meeting, the grievant shall be present with Federation representation if the grievant so requests. Not later than ten (10) days after the conclusion of the hearing at Step 4, the Board of Education shall submit its disposition in writing to the grievant and a copy shall be given to the president of the Federation.

#### **F. Step 5**

1. If requested in writing by the grievant, the Federation may, not later than fifteen (15) days after receipt of the written decision of the Board of Education at Step 4, refer the grievance to a disinterested third person by giving written notice to the Superintendent of Schools of its desire to do so.
2. Not later than ten (10) days after such notice is given; representatives of the Board of Education and of the Federation shall meet to select the third person. Selection shall be from a panel of nine (9) names prepared and submitted by either the Federal Mediation & Conciliation Service or the American Arbitration Association in accordance with their respective procedures, as the parties may agree. The panel of nine (9) names shall be jointly requested by a representative of the Board of Education and by a representative of the Federation in writing.

- G. Depending on the organization selected by the parties to provide a panel of potential disinterested third parties to serve as the hearing officer, the disinterested third person shall hold the necessary hearing in accordance with either the Arbitration Policies and Procedures of the Federal Mediation & Conciliation Service or the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the decision and the award of the disinterested third person shall be final and binding on the Board of Education, on the Federation, and on the grievant. In reaching his decision, the disinterested third person shall be governed by the express terms of this Contract, and shall have authority to determine only whether an express provision of this Contract has been violated. The disinterested third person shall have no authority to render a decision which would modify or change this Contract in any respect or add to or take away from its terms. The disinterested third person also is specifically prohibited from reaching any decision which is contrary to law or which would conflict with or take away from the statutory powers of the Board of Education.
- H. If a decision on a grievance is not appealed by a grievant within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal will be barred. If a grievance is not answered at any step of the grievance procedure, the grievance shall advance automatically to the next higher step.
- I. For the purposes of this Article only, "day" shall mean any calendar day during the period from the first teacher workday of the school year through the last teacher workday of the school year, excluding all Saturdays, Sundays, days when school is not in session during winter and spring recesses, and holidays recognized on the Board-approved school calendar. If any of the deadlines for a Grievance occur during the period between the last teacher workday of the school year and the first teacher workday of the following school year, the parties shall meet to discuss an alternative schedule of proceedings and may by mutual agreement modify the timeline for processing a Grievance.
- J. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When a grievant is not represented by the Federation, the Federation shall have the right on its request to have a Federation representative acceptable to the grievant present to state its views at all stages of the grievance procedure. Nothing contained herein shall prevent any grievant from presenting a grievance and having it adjusted without intervention by the Federation.
- K. Costs for the services of the disinterested third person and of either the Federal Mediation & Conciliation Service or the American Arbitration Association shall be borne equally by the Board of Education and the Federation.

#### **ARTICLE 5. PERSONNEL FILES**

- A. Material concerning a teacher's conduct, performance, service, character, or professionalism may be placed in the teacher's file only after the teacher has been given a reasonable opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his/her signature and date on the copy to be filed. His signature merely signifies that he has read the material and does not necessarily indicate agreement with its

content. If the teacher refuses to sign, a dated note to that effect will be attached to the material files.

- B. A teacher shall be permitted to examine his file during normal business hours in the presence of the Superintendent or his designee. The teacher may make copies of any material placed in his file after his employment by the Board of Education.
- C. By mutual agreement of the teacher and the Superintendent, material that has been found inappropriate or inaccurate shall be removed from the teacher's file.
- D. A teacher shall be permitted to place material in his file, in answer to material already placed in his file. Answers shall be attached to the related material in his file.
- E. Materials placed in the teacher's file must be identified in such a manner that the author and the person placing the material in the file are known.
- F. A member may request, after a reasonable amount of time, to have a verbal warning or written reprimand removed from his/her personnel file. It is in the Superintendent's (or his/her designee's) discretion whether to remove the verbal warning or written reprimand from the member's personnel file.

#### **ARTICLE 6. BUILDING COMMITTEES**

- A. The principal of each building will meet, outside of regular school hours, with his respective Building Committee on a monthly basis, or more frequently by mutual consent, for a free exchange of views concerning school issues and activities.
- B. The President of the bargaining unit will submit the names of members of each Building Committee to the Superintendent. Those so listed on the presented lists shall be the official Building Committee and may include a member from outside each building.
- C. Building level grievances will be handled at the building level through the Building Committee.

#### **ARTICLE 7. ISSUANCE OF PAYCHECKS**

Bargaining unit members will be paid on the fifteenth day and last day of each month. All bargaining unit members will be required to receive their pay through direct deposit to the bank of their choice. If payday occurs on a Saturday or Sunday, direct deposits will be made on the Friday immediately preceding payday. Effective September 1, 2012, direct deposit notifications will be made available via the employee kiosk or other secure technology.

#### **ARTICLE 8. LEAVES**

##### A. Sick Leave

1. Each person who is employed by the Board of Education shall be entitled to fifteen (15)

days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month and the unused sick leave days shall be accumulated to a maximum of 250 days.

2. Days over 250 in this Contract are not available for regular sick leave payment.
3. Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the employee's immediate family (which shall be defined as mother, father, spouse, children, grandparents, sister, brother, mother-in-law, father-in-law and, with the approval of the Superintendent, other family members).
4. If a bargaining unit member suffering from a serious injury, illness, or other conditions applies for retirement due to disability, he/she may use no more than four (4) weeks of accumulated sick leave after the date of notification of the recommendation for approval of the disability retirement from the retirement system. The bargaining unit member may nonetheless qualify for the payment of unused sick leave as provided in Article 10.
5. Teachers shall utilize the Family Medical Leave Act in accordance with federal law and Board guidelines.

#### B. Pregnancy/Adoption

1. A teacher shall be granted an unpaid maternity leave of absence for childbirth or child adoption as provided for under the Family & Medical Leave Act of 1993. After the birth or adoption of a child during the period from August 1st through the last day of classes of that school year, a bargaining unit member may use accumulated sick leave up to twelve (12) weeks or until the end of the school year, whichever is less. After the birth or adoption of a child during the period from the last day of classes in June to July 31<sup>st</sup>, a bargaining unit member may use accumulated sick leave for the first six (6) weeks of the following school year. The use of FMLA and sick leaves run concurrently, not consecutively.
2. The teacher shall provide a statement from her doctor stating the expected date of delivery.
3. The teacher shall notify the principal of her building as soon in advance as possible of the date on which the leave will begin.
4. Sick leave with pay due to pregnancy-related illness will be granted as required by the Ohio Revised Code 3319.141.
5. A teacher on unpaid maternity leave who notifies the Board of Education of her desire to return to work shall be returned to her original position or one comparable. A teacher on unpaid maternity leave shall be permitted to return to work at the beginning of a school year by notifying the Board of Education by April 1st prior to the beginning of the next

school year, or at the beginning of the second semester of the school year in which leave for pregnancy was applied, by notifying the Board of Education by December 1st.

6. A tenured teacher on an unpaid maternity leave shall, upon written request, be granted an unpaid leave up to two (2) years for child rearing or adoption only once. Thereafter, the amount of unpaid maternity leave and/or child rearing leave that may be granted for any pregnancy and/or birth shall not exceed one (1) year.

Termination of such leave shall be prior to the beginning of the new school year. Notification of such shall be prior to April 1st of that school year, and the teacher shall return to work with the beginning of the ensuing school year.

If a teacher becomes pregnant and delivers while on the once-only two (2) year child rearing leave (above), she will be expected to return to work at the end of her current leave, unless the birth of her child occurs on or after March 1st, in which case she may be eligible for a child rearing leave for the succeeding school year.

7. A teacher on limited contract may be granted unpaid maternity and/or child rearing leave not to exceed her current contract period, unless the birth of her child occurs on or after March 1st, in which case she may be eligible for a child rearing leave for the succeeding school year if her contract is renewed.

#### C. Paternity Leave/Adoptive Leave

A male member may use up to five (5) sick leave days from accumulated sick leave if his legal spouse gives birth to or he adopts a child.

#### D. Personal Business Absence

1. The Board of Education authorizes the Superintendent to approve up to three (3) days of leave in a school year for personal business absence upon request of a teacher. Unused Personal Business Absence days shall be added to accumulated sick leave.
2. An application for personal business leave should be submitted at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).
3. Except in the case of special circumstances, personal business leaves shall not be granted for a work day preceding or a work day following holidays or vacations or the first and last day of the school year.
4. The number of teachers allowed leave of any sort at any one time will continue to be within the discretion of the administration as the Superintendent and his staff views the needs of the schools.
5. The form to be used will be consistent with the electronic form to be used district-wide.

E. Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, the Board of Education shall provide teachers with assault leave.

F. Sabbatical Leave

1. The Superintendent of Schools and the Board of Education may grant a teacher who has been in the district five (5) years or more a leave of absence for not more than two (2) semesters for professional purposes. In order to be considered for such leave, the teacher must submit a plan for professional improvement to the Superintendent for approval.
2. Leave may only be approved if there is a satisfactory substitute available. The maximum partial salary an eligible teacher may receive is the difference between the teacher's salary and the substitute teacher's pay.
3. A teacher on sabbatical leave shall be permitted to return to work at the beginning of a school year by notifying the Board of Education by April 1<sup>st</sup> prior to the beginning of the next school year.
4. Upon return to service of a teacher at the expiration of such leave, he shall assume the contract status which he/she held prior to such leave.

G. Funeral Leave

Teachers shall be allowed up to five (5) days of absence with pay due to death in his immediate family. This shall be defined as mother, father, spouse, children, grandparents, sister, brother, mother-in-law, father-in-law (and with the approval of the Superintendent, other family members).

H. Miscellaneous

A member who previously scheduled a personal day or is on paid sick leave will not be charged with the use of such leave when school is closed due to public calamity.

**ARTICLE 9. SICK LEAVE DONATION PROGRAM**

- A. This program applies to all members of the Beachwood Federation of Teachers' bargaining unit. The intent of the program is to allow members to provide assistance voluntarily to another member who has recently suffered a serious illness or injury.
- B. A serious illness or injury is an injury or illness:
  1. causing a direct and immediate threat to a member's life;
  2. requiring extensive medical care of the member; and

3. resulting in an extended period of actual physical or mental incapacity of the member.

In order to qualify as having a serious illness or injury, a bargaining unit member must satisfy each of the three preconditions listed above.

- C. The member must first submit to the Superintendent or designee a written medical certification completed by a qualified physician, at the member's sole cost, indicating the member's serious injury or illness and the expected period of actual physical or mental incapacity. Upon review, the Superintendent or designee may request additional information from the member and/or the physician who provided the medical certification. Additionally, the Superintendent or designee may obtain a second opinion, at the District's sole cost, from an independent, qualified physician regarding the member's serious injury or illness. The member will submit such information as may be necessary for the second opinion physician to render an opinion, and the member will submit to a medical examination by the second opinion physician, if requested. Based on all available information, the Superintendent or designee will determine whether the member is eligible to participate in the program.
- D. To be eligible to participate in the program, the member must also have:
  1. no accrued sick or other paid leave available from the District;
  2. not been approved for a STRS disability retirement or state, federal, or other governmental disability benefits;
  3. not applied for workers' compensation or other governmental benefits program for which the member may be eligible. A member who has applied for such benefits may use sick leave under this program to satisfy the waiting period for such benefits, where applicable. After the waiting period, a member may use sick leave under this program up to an amount equal to the benefit for which the member applied while his/her application is pending approval;
  4. suffered a recent serious illness or injury as determined by the Superintendent or designee under this program; and
  5. completed one calendar year of employment with the Beachwood City School District.
- E. A member may donate sick leave if the donating member:
  1. understands that donated sick leave will be used in order of donation only in the amount needed by the requesting member, (i.e., first donated, first used). Donated sick days will not be deducted until used by requesting member
  2. donates a minimum of one (1) day of sick leave;
  3. retains a combined leave balance of at least ten (10) days of sick leave and personal leave; and

4. understands that only two (2) days of leave during the term of the Master Contract may be donated to any one member.
- F. A member determined to be eligible to participate in this program due to a serious illness or injury on one or more occasions may receive no more than thirty (30) donated sick days under this program during the term of this Master Contract and a maximum of one hundred twenty (120) donated sick days under this program during the entire term of his/her employment with the District.
- G. The Beachwood Federation of Teachers will be solely responsible for soliciting its members to donate sick leave under this program. The donation of leave will occur strictly on a voluntary basis. The member should contact the president of the BFT and notify her/him of the need for additional sick leave. The president will request donations first from the members of the building where the injured/ill member is assigned. If additional days are needed, the request will be made of all BFT members.
- H. A member who wishes to donate sick leave under this program will send an email message to the Treasurer of the Beachwood City School District, indicating:
1. the name of the member for whom the donated sick leave is intended; and
  2. the number of sick leave days to be donated.
- The date and time-stamp of any such communication will be utilized by the District in the use of donated sick leave under subsection E. of this program.
- I. The program will be administered on a pay-period by pay-period basis. Members using sick leave under this program will be considered on active pay status and will accrue leave and be entitled to any benefits to which they would otherwise be entitled from the District. Leave accrued by a member while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be utilized. Donated sick leave will be considered sick leave but is not eligible for conversion into a cash benefit.
- J. Members using sick leave under this program will also concurrently use any leave available under Board policy, and state and federal law including the Family Medical Leave Act, as amended and will be subject to the requirements of said policies and laws.
- K. Prior to returning to work after participating in this program, a member must first submit a written medical certification completed by a qualified physician, at the member's sole cost, indicating that the member's period of incapacity has ended and that the member is able to resume fully the responsibilities of his/her position with the District. Upon review, the Superintendent or designee may request additional information from the member and/or the physician who provided the return to work certification. Additionally, the Superintendent or designee may obtain a second opinion, at the District's sole cost, from an independent, qualified physician regarding the member's alleged ability to return to work. The member will submit such information as may be necessary for the second opinion physician to render an opinion, and the member will submit to a medical examination by the second opinion

physician, if requested. Based on all available information, the Superintendent or designee will determine whether the member is able to return to work.

#### **ARTICLE 10. NOTIFICATION OF VACANCIES**

- A. A vacancy exists when all three of the following conditions are met: (1) a bargaining unit member is promoted, retires, resigns, is terminated or transferred or a new position is created; AND (2) the Superintendent has determined to continue with an existing position/assignment; AND (3) the Superintendent has not filled the position/assignment with a current bargaining unit member. In the event of a vacancy, the Superintendent or his designee shall notify the President of the Federation, by letter or e-mail, of such vacancies as they occur. In the event school is not in session, the Superintendent or his designee shall notify the President of the Federation by letter or e-mail. The current staff members shall have the right to apply for such vacancies for which such staff member is certified/licensed.
- B. Employment advertisements for vacancies shall be posted to the District's electronic notification system (which is non-public) seven (7) days prior to any public posting unless the vacancy will be filled during the school year in which it occurs or occurs during summer recess. For any vacancy occurring during the school year in which it occurs or during summer recess, employment advertisements for vacancies shall be posted to the District's electronic notification system (which is non-public) three (3) days prior to any public posting.

#### **ARTICLE 11. PAYMENT OF UNUSED SICK LEAVE FOR RETIREMENT**

- A. A teacher employed by the Board of Education may elect, if eligible, at the time of retirement from active service under the State Teachers Retirement System, and with ten (10) or more years of service with the Board of Education, to be paid in cash for thirty percent (30%) of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to any teacher. The maximum payment which may be made shall be .30 of 275 (82.5 days), plus 1/12 of accumulated sick days over 275. Payments shall be made only upon fulfillment of the following conditions:
1. The employee requests, in writing, to the Superintendent such payment prior to his first day of retirement.
  2. The employee must be in active service for the year immediately prior to retirement.
  3. The rate paid will be the per diem rate of the employee's base contract in effect at the time of retirement. To calculate this rate, the employee's salary as determined only by Schedule A (including all credit hours) or Schedules B or C is divided by the number of work days indicated in Article 16, C.
  4. The employee must present satisfactory evidence to the Treasurer that he is eligible for STRS retirement. Upon STRS retirement, one-half (1/2) of the severance payment will

be made within 45 days of the effective date of retirement, with the balance being paid the following January. Any deferral of severance pay to a 403(b) or 457 Plan must meet all applicable requirements of the Internal Revenue Code.

- B. At the time of retirement from active service under the State Teachers Retirement System, a teacher with ten (10) or more years of service within the District will receive a Dedicated Service Award of \$2,500 as long as the teacher notifies the Superintendent/Designee in writing of his/her retirement by March 15<sup>th</sup> of the year of retirement.

## **ARTICLE 12. INSURANCE**

- A. A group term life insurance policy will be provided for each employee. The amount of the policy for a full-time (37.5 hours per week) employee shall be seventy-five thousand dollars (\$75,000). The amount of the policy shall be prorated for a part-time employee.

B. Health Insurance:

1. Eligibility. Effective September 1, 2012, in order to be eligible for healthcare, prescription drug, dental and/or vision insurance coverages under this Contract, a bargaining unit member must regularly work no less than twenty-five (25) hours per week throughout the course of his/her regular work year.
  - a) The Board of Education can seek bids for all various components of health care for similar coverage from any source and maintain the right to accept such bids.
  - b) The Board of Education may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall be comparable to the coverage provided by the present carrier(s) as of the effective date of this contract.
  - c) While the Board of Education retains the final decision concerning the carrier(s), the Board of Education will consult with the Beachwood Health Care Committee prior to any change in carrier(s).
  - d) The Board of Education will also notify the Beachwood Federation of Teachers in writing at least thirty (30) days prior to any change in carrier(s). In the event of a change in carrier(s), preexisting conditions will not be excluded from coverage.
2. Spousal Certification, effective September 1, 2012. If an eligible bargaining unit member's spouse is working or is retired and has healthcare, prescription drug, dental and/or vision insurance available to him/her, that spouse is not eligible for such coverage under the District's insurance plan (healthcare, prescription drug, dental and/or vision). Upon the spouse's enrollment in his/her employer's/retirement system's insurance coverage plan, that coverage will become the primary payor of benefits, and the coverage by the Board will become the secondary payor of benefits provided the covered employee elected family coverage with the Board. Each bargaining unit member shall complete and submit the necessary documentation to the Board annually relating to the working/retired spouse's coverage. Failure of the

bargaining unit member to do so shall result in the immediate loss of eligibility for the employee's spouse for healthcare, prescription drug, dental and/or vision.

- a. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
  - b. A spouse of an eligible bargaining unit member excluded from the District's healthcare and prescription drug insurance coverage under this section may participate in the District's dental and/or vision coverage if such coverage is not available through the spouse's employer.
  - c. A bargaining unit member, whose working/retired spouse is not eligible to participate in the District's insurance plans under this Article, has the right to have his/her eligible children on the District's insurance plans provided the member is eligible to participate in the District's insurance plans AND elects family coverage for each such insurance plan.
3. When two employees are married to each other, only one will be eligible to enroll in health, dental, prescription drug plan, and vision coverage for both.
  4. Effective September 1, 2012, eligible bargaining unit members who elect to forego at least healthcare and prescription drug insurance coverage provided by the Board shall be eligible for a one-time annual payment of \$2,000. An eligible bargaining unit member's insurance coverage waiver shall apply to one full 12-month calendar year. The \$2,000 annual payment shall be paid in 50% installments twice during the relevant 12-month period (May and November) after the bargaining unit member completes his/her employment for which the insurance coverage would have been in effect. Eligible bargaining unit members who complete a partial employment year will receive a pro-rated payment commensurate with the partial employment year. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
  5. Plan Designs. Effective September 1, 2012, eligible bargaining unit members shall be entitled to the healthcare, prescription drug, dental and vision benefit coverage identified below:

(see next page)

a) Healthcare Insurance:

<b>Benefit Type</b>	<b>Benefit Level</b>
Deductible - Single/Family (network)	\$800/\$1,600
Deductible - Single/Family (non-network)	\$1,600/\$3,200
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	\$1,600/\$3,200
Co-Insurance Maximum - Single/Family (non-network)	\$3,200/\$6,400
Annual Out of Pocket Maximum - Single/Family (network)	\$2,400/\$4,800
Annual Out of Pocket Maximum - Single/Family (non-network)	\$4,800/\$9,600
Office Visit Copay – Primary Care	\$20
Office Visit Copay – Specialist	\$40
Emergency Room	\$150
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	\$40

b) Prescription Drug Insurance:

<b>Benefit Type</b>	<b>Benefit Level</b>
Generic Copay	\$15 retail, 30 days (initial filling and up to 2 refills) \$30 (after third retail filling) \$30 (mail order, 90 days)
Formulary Copay	\$30 retail, 30 days (initial filling and up to 2 refills) \$60 (after third retail filling) \$60 (mail order, 90 days)
Non-Formulary Copay	\$45 retail, 30 days (initial filling and up to 2 refills) \$90 (after third retail filling) \$90 (mail order, 90 days)

c) Dental Insurance:

<b>Benefit Type</b>	<b>Benefit Level</b>
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (Single/Family)	\$50 / \$100
Preventive Services	100%, UCR
Restorative Services	80%, UCR after deductible
Complex Services	80%, UCR after deductible
Orthodontia	Not Covered

d) Vision

Benefit Type	Benefit Level
Vision Exam	Every 12 months
Prescription Glasses (Lenses and Frames) (Replacement Frame/Lens Benefit Same as 2011-2012 Contract Year)	Every 24 months
Contact Lens Care	Every 24 months

C. Contribution. Effective September 1, 2012, full-time (37.5 hours) bargaining unit members who enroll in health care coverage will pay, via automatic payroll deductions, premium shares of ten percent (10%) of the insurance premiums for healthcare, dental, vision, and the prescription drug plan. Effective September 1, 2012, for those bargaining unit members regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but at least twenty-five (25) hours per week:

1. Ten percent (10%) for single or family coverage plus
2. An additional contribution calculated as follows: the numerator in the formula shall be the difference between thirty-seven and one-half (37.5) and the bargaining unit member's regular weekly hours; the denominator shall be thirty seven and one-half (37.5). For example, a bargaining unit member who is regularly scheduled to work 30 hours per work week will be responsible for 30%:  $37.5 \text{ hours} - 30 \text{ hours} = 7.5 \text{ hours}$ ;  $7.5 \text{ hours} \div 37.5 \text{ hours} = 20\%$  plus 10% for a total contribution of 30% for monthly premiums for healthcare, prescription drug, dental and vision coverage.

D. 125 Flexible Benefits Plan (Flex Pro). Bargaining unit members have the option to participate in the 125 Flexible Benefits Plan. This Plan allows employees to participate in medical reimbursement up to \$2,500; dependent care reimbursement up to \$5,000; and premium pass-through of employee contributions for insurances. Information regarding this Plan is available through the Treasurer's office. There is an open enrollment period once during the calendar year. Any money left unused in the reimbursement accounts at the end of the calendar year plus two months will be neither refundable nor usable at any time in the future. Should a 125 Flexible Benefits Plan participant separate from employment at any time prior to the end of the calendar year plus two months, he/she will be responsible to repay the Board of Education for any medical reimbursements that exceed the balance of available funds in his/her 125 Flexible Benefits Plan account at the time that his/her employment ends.

1. On January 1, 2013, the Board shall contribute \$500 to a flexible spending account ("FSA") for each regular bargaining unit member employed as of January 1, 2013. The Board's contribution shall reduce the maximum amount of contribution that an employee is able to make into the plan by \$500. The Board's contribution is "use it or lose it" consistent with the terms of the plan. This is a one-time contribution by the Board, and there shall be no obligation for the Board to make any such contribution in the future. In lieu of receiving the \$500 FSA contribution from the Board, the bargaining unit member may elect to receive a one-time, lump-sum bonus payment of \$500 to be used to help

defray out-of-pocket medical costs; this payment shall be made in the January 15, 2013 payroll to those bargaining unit members who elect such payment in lieu of the \$500 FSA contribution from the Board. To be eligible to elect this payment in lieu of the \$500 FSA contribution, the bargaining unit member must have been employed by the Board as of January 1, 2013. Bargaining unit members shall make an irrevocable election under this subsection on or before December 15, 2012.

2. The Board shall waive the employee's monthly participation fee but only for calendar year 2013.
- E. Open Enrollment. The open enrollment period for healthcare, prescription drug, dental and vision insurance shall be from November 15<sup>th</sup> through December 15<sup>th</sup> of each calendar year.

### **ARTICLE 13. SALARY AND OTHER COMPENSATION**

- A. **2012-2013 Contract Year (0% increase in the base salaries with no steps)**. For the 2012-2013 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules at Appendix 4 applicable to the 2012-2013 contract year; there shall be no increase in the base salary for any bargaining unit member above the 2011-2012 contract year and no step increase above each bargaining unit member's respective step during the 2011-2012 contract year, except that bargaining unit members may be eligible to change "lanes" for additional semester hours as noted below and on the applicable salary schedules in Appendix 4.
- B. **2013-2014 Contract Year (1.75% increase in the base salaries with steps)**. For the 2013-2014 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules in Appendix 4 applicable to the 2013-2014 contract year. For the 2013-2014 contract year, eligible bargaining unit members shall move one (1) step on the salary schedule from the step held by the bargaining unit member during the 2011-2012 contract year.
- C. **2014-2015 Contract Year (2.0% increase in the base salaries with steps)**. For the 2014-2015 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules in Appendix 4 applicable to the 2014-2015 contract year. For the 2014-2015 contract year, eligible bargaining unit members shall move one (1) step on the salary schedule from the step held by the bargaining unit member during the 2013-2014 contract year.
- D. **"Lane" Changes**. Throughout the duration of this Agreement, bargaining unit members shall be eligible to change "lanes" for additional semester hours on the applicable salary schedule in Appendix 4.
- E. Effective September 1, 2012, supplemental salaries for advisors, sponsors, and coaches will be recommended by the Superintendent of Schools based on a ratio of 1.0 at \$4,466, which shall be increased to \$4,544 for the 2013-14 contract year and then to \$4,635 for the 2014-2015 contract year. Bargaining unit members with supplemental contracts shall be eligible for supplemental contract step increases throughout the duration of this Agreement.

- F. The percentage relationships between and among supplemental positions shown on Appendix 5 attached hereto shall not be added to without prior review by the Beachwood Federation of Teachers. See Appendix 5 for the list and percentages that apply to this section. Compensation for all supplemental positions will be based upon the number of years of previous experience for that supplemental position.
- G. All new supplemental positions will be reviewed by the Beachwood Federation of Teachers and the Superintendent/Designee before they are created and posted.
- H. The Board reserves the unfettered right to determine at all times who is “qualified” to coach or advise (certificated/licensed employee or not) and to not re-employ any coach or advisor after his one-year supplemental contract has expired.
- I. It may become necessary for the building principals at the middle school and high school to assign building staff to substitute for an absent teacher. A certificated/licensed teacher who is assigned to teach at the time of the requested substitution will be paid the following amount per period when requested to substitute for an absent teacher at the Beachwood Middle School or Beachwood High School by the building principal, prorated to any portion of a period but no less than an a quarter of a period. Effective September 1, 2012, that amount will be \$22.10, which shall be increased to \$22.49 for the 2013-14 contract year and then to \$22.94 for the 2014-2015 contract year. If the period is a block period (double a typical period), the member will be paid twice the applicable amount. A certificated/licensed teacher who is assigned to teach at the time of the requested substitution will not be paid any additional amount if the building principal combines an absent teacher's class with the assigned teacher's class.
- J. It may become necessary for the building principals at Fairmount, Bryden, and Hilltop Schools to assign building staff to substitute for an absent teacher. A certificated/licensed teacher who is not otherwise assigned to teach at the time of the requested substitution will be paid the following amount per hour when requested to substitute for an absent teacher at Fairmount, Bryden, or Hilltop Schools by the building principal, prorated to any portion of an hour but no less than a quarter of an hour. Effective September 1, 2012, that amount will be \$29.48, which shall be increased to \$30.00 for the 2013-14 contract year and then to \$30.60 for the 2014-2015 contract year. The elementary school principals will make a list of those teachers in their buildings who are willing to spot substitute. When a spot substitute is required, the elementary principal will go through said list. In the event that no one on the list is able to substitute, the principal will then go to any teacher who is not listed and assign him the spot substitute duty, rotating the list as the need arises. A certificated/licensed teacher who is assigned to teach at the time of the requested substitution will not be paid any additional amount if the building principal combines an absent teacher's class with the assigned teacher's class.
- K. All administration-approved summer in-service/curriculum writing will be paid on the basis of \$31.84, which shall be increased to \$32.40 for the 2013-14 contract year and then to \$33.05 for the 2014-2015 contract year.

- L. All teachers other than those on supplemental contracts in the activity involved will be paid a chaperone stipend of \$67.86 per day, which shall be increased to \$69.05 for the 2013-14 contract year and then to \$70.43 for the 2014-2015 contract year and a stipend of \$49.36 per evening, which shall be increased to \$50.22 for the 2013-14 contract year and then to \$51.22 for the 2014-2015 contract year.
- M. The rate paid to teachers on an extended time contract will be the per diem rate of employee's base contract in effect for the current school year. To calculate this rate, the employee's salary as determined only by Schedule A (including all credit hours) or Schedules B or C (all of which are located in Appendix 4) is divided by the number of work days indicated in Article 16, C.
- N. A bargaining unit member will advance one step on the applicable salary schedule, provided that: a) the member worked 120 school days or more during the preceding contract year; and b) the member has not already reached the maximum step on the applicable salary. For purposes of this provision, a member's use of approved leaves of any type, including but not limited to sick leave, maternity, paternity, and/or medical leave, do not count as days of work when calculating whether a member worked 120 school days or more during the preceding contract year.

#### **ARTICLE 14. MANAGEMENT RIGHTS**

- A. The District retains the sole and exclusive right to manage its operations, buildings, plants, and to direct the working force consistent with the provisions of this Contract. The right to manage shall also include the authority to establish policy and procedures governing and effecting the operations of the District and without limiting the generality hereof includes the right:
  - 1. To utilize personnel methods and means in the most appropriate and efficient manner possible;
  - 2. To manage, direct, supervise, and evaluate the employees of the District;
  - 3. To hire, promote, transfer, assign, schedule, or retain employees in positions within the District;
  - 4. To provide reasonable rules and provide the Union with a copy of the same;
  - 5. To suspend and discharge or take other disciplinary action against employees for just cause;
  - 6. To determine the size, composition, and adequacy of the work force and to lay off employees in the event of lack of work or lack of funds;
  - 7. To determine the mission of the employer as a unit of government;

8. Determine all matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the district, standards of services, its overall budget, utilization of technology and organizational structure;
9. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authorities; and in all respects carry out the ordinary and customary functions of management.

These aforementioned management rights shall be exercised in accordance with the provisions of the Contract and any other applicable law.

#### **ARTICLE 15. FEDERATION RIGHTS**

- A. The Federation shall have access to school mailboxes and inter-school mail delivery.
- B. The Superintendent will authorize the Federation a total of five (5) days with pay per year to Federation members elected or chosen to serve on programs or in any capacity at Federation meetings, conference, or conventions. The only expenses paid by the Board of Education of these meetings will be the cost of substitutes.
- C. The Union President shall be notified at least forty-eight (48) hours in advance, excluding weekends and holidays, whenever possible, whenever the Superintendent or member of the Board of Education plans to recommend to the Board of Education any amendments, subtractions or modifications of Board of Education policies. A Union staff member shall be allowed to present his/her position on suggested changes at the Board of Education meeting on which the recommendation is to be a topic.
- D. The Union President shall be placed on the regular mailing list for Board of Education agendas and minutes, using the in-school mail. U.S. Mail will be used when school is not in session. When there are walk-in resolutions pertaining to employment of BFT members, the walk-in resolutions will be emailed to the BFT President.
- E. In order to foster regular communications between the parties, the Superintendent/Designee and the President of the Federation will meet at least once per semester to discuss, explore, and study issues of concern to the Federation and District. Upon their mutual approval, they may make recommendations (including the establishment of committees) to clarify and/or revise the Master Contract, subject to the approval of the members of the Federation and the Board of Education. Additionally, representatives of the Board of Education and from the Federation will engage in a collaborative process to discuss, explore, and study the issues of the school calendar and student and staff safety and security within the Beachwood City School District.
- F. A bulletin board (36" x 42") will be wall-mounted in the teachers' lounge of each building for the purpose of posting notices or information.

## ARTICLE 16. WORKING CONDITIONS

- A. The teachers' workday shall be 7½ hours per day (2,250 minutes per regular 5-day workweek), which shall include a 30 minute block of time per day for duty-free lunch. Superintendent/Designee.
- B. Instructional time (*i.e.* instructing students) shall not exceed 1,500 minutes per regular 5-day workweek. Assigned tutoring responsibilities, excluding Advisory assignments at the middle school and Academy assignments at the high school, will be considered instructional time for the purposes of Section C. of this Article.
- C. Planning time shall not be less than 20% of the teacher's assigned instructional time per 5-day workweek.
  - 1. For full time teachers, planning time shall be neither less than 200 minutes nor more than 300 minutes per regular 5-day workweek.
  - 2. Planning time shall be directed by the bargaining unit member to plan classroom lessons/programs, collaborate with colleagues, review student work, meet with students, and communicate/meet with parents.
  - 3. Subject to the provisions herein, planning time shall include a continuous block of time of no fewer than 40 minutes which shall be scheduled on at least 4 days during a regular 5-day workweek with the balance of such planning time scheduled during the remainder of the workweek.
  - 4. If directed by the principal/designee, the teacher shall perform "spot sub" duty or other assigned work (including meetings called by the principal/designee) during his/her planning time and shall be compensated in accordance with Sections I. and J. of Article 13.
  - 5. Planning time may be disturbed by tornado drills, lockdowns, fire drills, assemblies, and other incidental interruptions in the regular workday or workweek.
  - 6. Planning time shall not routinely be used to engage in personal business or to leave school grounds.
- D. The remainder of the teacher's workday shall be student support time and non-instructional time as assigned by the principal/designee.
  - 1. Such time shall include any passing time and may include any "duty" assignments; Advisory/Academy periods; traveling between buildings; participating in team meetings, IEP/IAT meetings, parent meetings, and other meetings called by the principal/designee; time to plan classroom lessons/programs; consult with colleagues; review student work; meet with students; and communicate/meet with parents.
  - 2. Teachers traveling between buildings shall not lose planning time nor lunch time due to

travel between buildings.

3. For teachers traveling between buildings, one-half hour per day shall be built into the schedule for lunch, as well as a weekly average of thirty minutes of travel time and set-up time per travel day with a minimum of twenty-five minutes on any given travel day (30 minutes per workday of travel time).
- E. Those bargaining unit members assigned as intervention specialists shall receive in-District release time in the amount of one (1) full day of release time per year for every eight (8) students assigned to his/her caseload up to a maximum of three (3) days, as follows: 1 release day for 1-8 assigned students; 2 release days for 9-16 assigned students; and 3 release days for 17+ assigned students.
- F. Due to the varied nature of the work responsibilities of those bargaining unit members assigned as guidance counselors, library media specialists, nurses, school psychologists, instructional tutors, audiologists, speech/language pathologists, occupational therapists, and physical therapists, the daily work schedule of such individuals shall be based on the following influencing factors as may be applicable to each assignment: caseload, college counseling/admissions, student testing, services required by IEPs and 504s, IEP/504 and evaluation team meetings, collaboration with nonpublic schools, and student needs. Planning time shall be included in such bargaining unit members' work schedules as needed.
- G. Sections A. through D. of this Article shall not operate to reduce the full time status of any bargaining unit member provided the bargaining unit member was employed by the Board as a full time teacher during the 2011-2012 contract year.
- H. Part-Time Teachers
1. The work schedule and responsibilities of any teacher working less than full-time (*i.e.*, less than 2,250 minutes per regular five-day workweek) shall be proportionately adjusted in the areas of instructional and planning time together with such other time assigned by the principal/designee. If requested by the teacher and approved by the principal/designee, the work schedule of part-time teachers shall include 30 minutes of duty-free lunch.
  2. The compensation of any teacher working less than full-time (*i.e.*, less than 2,250 minutes per regular five-day workweek) shall be based on the following calculation: total number of minutes per regular 5-day workweek assigned as work time (instructional, planning, student support, non-instructional time, and lunch if applicable) shall be divided by 2,250 multiplied by the applicable salary.
  3. This section shall not operate to reduce the 2011-2012 part-time status of a bargaining unit member provided the bargaining unit member was employed by the Board at less than 1.0 FTE during the 2011-2012 contract year.

I. Additional Compensation

If a teacher's participation is needed for a meeting commencing before or after the workday, the teacher will be compensated by time card using the hourly rate set forth in Section K. of Article 13 for the actual time of services rendered before or after the workday. Said actual time shall be worked and submitted in 15-minute increments.

J. Composition of the Teacher Work Year

1. The member's school year shall consist of 186 workdays.
2. For members assigned to work in a 6<sup>th</sup> – 12<sup>th</sup> grade building, the school year is comprised of 181 days of student instruction, 1½ record keeping days during which no meetings will be scheduled, 3 professional days and 1 evening parent-teacher conference (the equivalent of ½ day).
3. For members assigned to work in a Pre-K – 5<sup>th</sup> grade building, the school year is comprised of 180½ days of student instruction, 1½ record keeping days during which no meetings will be scheduled, 3 professional days and 2 evening parent-teacher conferences (the equivalent of 1 day). In accordance with Section N. of this Article, the District Calendar Committee will recommend the spring semester early release day for the 2<sup>nd</sup> evening parent-teacher conference.

K. Members will not be required to teach an independent study course.

L. If a member believes that technological changes implemented by the Board of Education have unduly impacted the length of her/his workday, the member shall discuss it with the building principal and then, if necessary, with the building committee under the relevant provisions of this Contract.

M. A proposed school calendar will be developed collaboratively by representatives of the Board of Education and the Federation. The proposed school calendar will be submitted to the Board of Education for its consideration. The Board of Education may modify the proposed calendar in its discretion prior to its final approval of the school calendar.

N. Open House, Parent-Teacher Conferences and Evening Meetings

1. All schools having open house programs shall release teachers on the day of the open house, after students have been dismissed for the day provided that teachers participate in the evening open house.
2. Any member may be required by the building principal to attend up to two (2) evening programs per year without any additional compensation, provided however that the members will receive chaperone pay when required by the building principal to attend more than two (2) evening programs per year. Evening programs include but are not limited to open houses, evening performances, PTO meetings but exclude parent-teacher conferences.

3. With administrative approval, music teachers shall be compensated at chaperone pay for directing evening performance(s), provided that the music teacher is not serving under a supplemental contract relating to the evening performance(s).

O. Building Meetings

1. High school and middle school teachers shall attend nine (9) building staff meetings scheduled by the principal. The agenda/notification for these staff meetings will be posted at least twenty-four (24) hours prior to the meeting whenever possible. Meetings should not exceed one (1) hour in length; however, if the principal has an item(s) that may cause the meeting to exceed the one (1) hour period, all staff members shall be expected to remain for a reasonable period of time. There may be two (2) curriculum-department meetings each month within the school day. Additional meetings will be voluntary.
  2. Each year, elementary teachers may have either nine (9) staff meetings of one (1) hour in length or 18 half-hour meetings (during the school day) as scheduled by the principal. Meetings should not exceed one (1) hour in length; however, if the principal has an item(s) that may cause the meeting to exceed the one (1) hour period, all staff members shall be expected to remain for a reasonable period of time. The agenda/notification for these staff meetings will be posted at least twenty-four (24) hours prior to the meeting whenever possible. There may be two (2) curriculum-department meetings each month within the school day. Additional meetings will be voluntary.
- P. If requested by a teacher, the principal and/or director of pupil services shall provide an opportunity to meet and discuss the IEP/504 students assigned to that teacher's classes provided that the teacher first discussed the students' needs, services and accommodations with the case manager and/or guidance counselor.

Q. Professional Conduct/Appearance

All members of the Beachwood City School District educational community should maintain ethical and professional conduct. Bargaining unit members will wear business casual clothing at all times while they are carrying out their job responsibilities for the Board of Education. Exceptions to the business casual standard may be made for appropriate assignments (physical education, woodshop, etc.) upon the prior approval of the building principal and for special event school days by the building principal. Any bargaining unit member who wishes to request an exemption from any of these requirements for medical or religious reasons should make application to do so with his/her building principal. All cellular phones or any other mobile telecommunication devices must be silent during instructional times, except in case of an extreme emergency.

R. Professional Growth and Continuous Improvement

1. The Board of Education and the Federation share a commitment to a continuous improvement process, one best achieved through collaborative efforts and one designed

to ensure that students of the Beachwood City School District are receiving a constantly improving quality of instructional services.

2. Recognizing the vital role bargaining unit members play in the lives of children through personal influence from continued daily contact in addition to conventional teaching responsibilities, the Board of Education hopes to create an atmosphere where professional standards are high and professional growth continuous. Consequently, a program to encourage professional development has been instituted. Education is a constantly changing and growing science. Often through returning to formal education by university study and other informal education experiences, a bargaining unit member can better keep pace. Participation in any or all of these areas is encouraged. The Curriculum Council will be involved in the planning, implementation, and evaluation of professional development activities.
  3. Additional study through the Beachwood Licensure Team and the Individual Professional Development Plan program has been adopted. Application for pre-approval of such study must be made through the building principal and Superintendent or his designee. If such study is to be considered for certification/licensure, approval must be obtained, as well, through the Beachwood Licensure Team and the Individual Professional Development Plan program.
  4. In the spirit of professional growth, each bargaining unit member is urged to take an active part in professional meetings in his/her field or level of teaching, to cooperate in workshops, and to read and study in his/her own field and area. The Superintendent or his designee is authorized to grant permission for attendance at professional meetings, visits to other schools, and attendance at other in-service activities.
- S. Travel Reimbursement. Eligible teachers shall receive reimbursement at the Internal Revenue Service rate then in effect.
- T. Teacher Discipline
1. Before any disciplinary action is taken against a bargaining unit member, the member shall have the right to attend a pre-disciplinary conference. Prior to the pre-disciplinary conference, the District shall provide written notice of the basis of the possible discipline. At the pre-disciplinary conference, the member shall be given the opportunity to be represented, respond to the basis of possible discipline, and present relevant information.
  2. Discipline may take the form of a verbal warning (which shall be documented in writing as a verbal warning), written reprimand, suspension without pay or termination of employment.
  3. Disciplinary action shall be for just cause.
  4. If the District determines that disciplinary action is warranted, the disciplinary action will be reduced to writing, given to the bargaining unit member, and placed in the member's personnel file.

5. All bargaining unit members are responsible for familiarizing themselves with the applicable rules and regulations governing employment in the Beachwood City School District which include but are not limited to the rules and regulations contained in the Master Contract, the Licensure Code of Professional Conduct for Ohio Educators and relevant provisions of the Ohio Revised Code and Ohio Administrative Code.
6. For any circumstance in which the Superintendent or other district administrator intends to report teacher misconduct to the Ohio Department of Education or other state agency, the Superintendent shall provide the member an opportunity to meet and discuss the matter prior to reporting.

## **ARTICLE 17. CERTIFICATION/LICENSURE AND CONTRACTS**

### **A. Certification**

1. No teacher shall be required to substitute on a regular basis in a field outside his/her area of certification for a period of time not to exceed two (2) weeks except in an emergency situation.
2. The Board of Education shall make available to all teachers a copy of their certificate. It is the responsibility of the teacher to renew the certification.

### **B. Teacher Contracts**

1. The Board of Education shall make best efforts to offer limited contract teachers who are to be re-employed a contract prior to May 30.
2. A contract shall be considered renewed unless notification is given on or before April 30.
3. In order to be considered for continuing contract status during the second semester of any school year, a teacher must notify the Superintendent/Designee—by September 30<sup>th</sup>—of his/her intent to be considered for continuing contract status and must have completed his/her education requirements under Ohio Revised Code 3319.11 and 3319.08 by January 15<sup>th</sup> of that year or be within six (6) semester hours.
4. Extended Limited Contract Option for Tenure-Eligible Teachers. If a teacher, who is eligible to be considered for continuing contract status, has experienced problems based upon observations and evaluations/appraisals, he/she may be placed—by April 30<sup>th</sup>—on an extended limited contract not to exceed two (2) years upon the recommendation of the Superintendent and the simple majority approval of the Board of Education provided that: i) the Superintendent/Designee prepares a written notice to the teacher containing the reasons directed at professional improvement and suggested means of improvement; and ii) the Superintendent/Designee meets with the teacher and his/her BFT representative to deliver this notice to the member prior to April 30<sup>th</sup>. The Superintendent/Designee will give written notice of the Board's action to the teacher no later than April 30<sup>th</sup>. Upon subsequent re-employment of the teacher, only a continuing

contract may be entered into. This provision also applies to teachers who have attained tenure elsewhere. This provision specifically supersedes the relevant portions of O.R.C. 3319.11(C).

#### **ARTICLE 18. EVALUATION**

This Article shall remain in full force and effect from the effective date of this Agreement through the conclusion of the 2012-2013 school year. After the conclusion of the 2012-2013 school year, the evaluation system contained in this Article shall no longer apply.

- A. Teachers shall receive an orientation to the evaluation process prior to being evaluated. The evaluator shall, prior to conducting an initial observation, introduce himself to the teacher being evaluated.
- B. There shall be district-approved evaluation forms for the certificated/licensed staff. By September 30<sup>th</sup> of each school year, the District will post the evaluation procedures and forms in each building. Changes to the evaluation instrument will be determined by the Superintendent.
- C. Evaluations shall be conducted by those designated as building administrators or under district administrative contract.
- D. Limited Contract Members (nontenured educators). In accordance with Section 3319.111 of Ohio Revised Code, in any school year in which the Board of Education may wish to declare its intention not to re-employ a teacher with a limited contract or extended limited contract, the District shall evaluate the teacher in accordance with the District's established evaluation practices. Evaluations shall be conducted at least twice in the school year in which the Board of Education may wish to declare its intention not to re-employ the teacher. One (1) evaluation shall be conducted and completed no later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth day of January. One (1) evaluation shall be conducted and completed between the tenth day of February and the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.
- E. Continuing Contract Members (tenured educators). The District shall evaluate teachers with continuing contract status in accordance with the District's established evaluation practices. The procedures shall require that each continuing contract member be evaluated at least once during a three year period. Unless necessitated by inadvertent oversight or the member's and/or administrator's absence from school, the evaluation cycle will be completed no later than the 15<sup>th</sup> day of May and the teacher being evaluated shall be given the results of the evaluation not later than the 31<sup>st</sup> day of May.

- F. The Board of Education's evaluation procedures shall include, but not be limited to:
1. Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;
  2. Limited Contract Members. Observation of the teacher being evaluated by the person conducting the evaluation on at least two (2) occasions for not less than thirty (30) minutes on each occasion;
  3. Continuing Contract Members. Observation of the teacher being evaluated by the person conducting the evaluation on at least one (1) occasion for not less than thirty (30) minutes;
  4. A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
- G. Observations shall not occur within fifteen (15) school days of each other, unless requested by a bargaining unit member or necessitated by inadvertent oversight or the member's and/or administrator's absence from school.

**ARTICLE 19. NEW EVALUATION SYSTEM AND NEW EVALUATION COMMITTEE**

- A. Not later than July 1, 2013, the Board, in consultation with the District's New Evaluation Committee (NEC) as established by this Article, shall adopt and implement a new evaluation policy that complies with the Ohio Teacher Evaluation System model and framework for evaluation of teachers under applicable Ohio law commencing with the 2013-2014 school year.
- B. The New Evaluation Committee
1. Establishment of the NEC. At the start of the 2012-2013 school year, the parties shall work collaboratively to establish the NEC as set forth in this Article.
  2. Composition of the NEC
    - a. Ten (10) bargaining unit members selected by the President of the Federation plus the President of the Federation; and five (5) administrators, one of whom shall be the Superintendent.
    - b. The Superintendent shall serve as the chairperson of the NEC.
    - c. The NEC shall be in existence for the 2012-2013 school year only, unless the parties specifically agree otherwise.

3. Responsibilities of the NEC

- a. To make a recommendation, by May 1, 2013, for ratification by the Federation and approval by the Board of Education regarding the design of the new evaluation system consistent with Ohio Teacher Evaluation System framework and model and applicable law; and
- b. To consult with other Beachwood teachers and administrators when necessary or desirable.

4. Compensation of NEC Members

- a. Members of the NEC shall be granted release from their regular duties to attend meetings of the NEC and to perform such other work as may be required by the NEC.
- b. Each member of the NEC shall receive a supplemental contract in the amount of \$1,000 for the 2012-2013 school year. Each member shall be paid the hourly rate in Section K. of Article 13 for any hours rendered outside the regular workday in excess of 30.
- c. In the event that other bargaining unit members shall be called upon by the NEC to perform work for the NEC outside of the regular workday or professional development activities, said members shall be compensated in accordance with Section K. of Article 13.

5. Miscellaneous

- a. The decisions of the NEC shall be achieved through consensus.
- b. In the event that consensus cannot be reached after good-faith efforts, the Superintendent shall exercise final decision-making authority for any such matter under consideration by the NEC.
- c. If future Ohio legislation impacts the Ohio Teacher Evaluation System, the parties shall meet to discuss the need to re-negotiate this Article and Article 18 regardless of any contrary provision in this Contract or the Federation's Constitution and By-Laws. This is the only provision of the Master Contract that prevails over relevant sections of the Federation's Constitution and By-Laws.
- d. If the Federation does not ratify the teacher evaluation system recommended by the NEC or the NEC fails to make a recommendation as described above, the Board shall proceed to adopt and implement a new evaluation policy that complies with the Ohio Teacher Evaluation System model and framework for evaluation of teachers under applicable Ohio law for the 2013-2014 school year. In this event, the parties shall meet to develop a plan and corresponding procedures to utilize the NEC as comprised and described herein or as modified through agreement of the parties to examine the evaluation policy adopted and implemented by the Board. The purpose of this

examination shall be to make a recommendation no later than March 1, 2014 for ratification by the Federation and approval by the Board of Education to revise the evaluation policy previously adopted by the Board. Members of the NEC during the 2013-2014 school year shall be compensated under Section K. of Article 13 of this Agreement for services rendered outside of the workday.

#### **ARTICLE 20. HIGHLY QUALIFIED**

- A. Notification. On or about November 15th, the Superintendent or his designee will notify any bargaining unit member that the member's certification/licensure is deficient and/or the member has failed to attain or lost "highly qualified" status under the No Child Left Behind Act of 2001. Within 30 days of notification from the Superintendent or his designee, the member will respond and submit relevant information to the Superintendent or his designee regarding the alleged certification/licensure deficiency and/or the member's "highly qualified" status. Failure of the Superintendent or his designee to notify the member under this Article does not relieve the member of possessing an appropriate certification/licensure or maintaining "highly qualified" status under the No Child Left Behind Act of 2001.
- B. Compliance Period. During the period from the date of notification of the Superintendent or his designee (on or about November 15<sup>th</sup>) to August 15<sup>th</sup>, the member will take steps to correct the deficient certification/licensure or attain "highly qualified" status under the No Child Left Behind Act of 2001. On or about June 15<sup>th</sup>, the member will schedule a meeting with the Superintendent or his designee to show compliance. Completion of compliance or sufficient assurance thereof will be provided by August 15<sup>th</sup>.
- C. Administrative Leave. Failure of the member to correct the certification/licensure deficiency or attain "highly qualified" status under the No Child Left Behind Act of 2001 may result in the member being placed on an unpaid administrative leave of up to one (1) year duration. The purpose of the administrative leave is for the member to correct the member's certification/licensure deficiency and/or attain "highly qualified" status under the No Child Left Behind Act of 2001. During this leave, the member will earn seniority credit but not advance on the salary schedule.
- D. Ramifications. Failing to correct the member's certification/licensure deficiency and/or attain "highly qualified" status under the No Child Left Behind Act of 2001 within the period of administrative leave (not later than August 15<sup>th</sup> of the following year), may be grounds for termination under section 3319.16 of the Ohio Revised Code.

#### **ARTICLE 21. STRS PICK-UP**

The Board of Education's automatic "pick-up" of the bargaining unit member's portion of the retirement system salary contribution through the salary reduction/reinstatement method will continue for the duration of this Agreement. The Board of Education will not deduct federal or state taxes on the amount of the member's contribution to the retirement system, and appropriate notations will be made on the member's W-2 form. The amount designated as "picked up" by the Board of Education shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement, provided however, that no employee's total gross

income shall be increased by such “pick up” nor shall the Board of Education’s total contribution to the STRS be increased thereby. This procedure shall remain in effect so long as the revenue rulings permit such “pick-up” and it is otherwise legal.

**ARTICLE 22. REDUCTION IN FORCE**

- A. When the Board of Education decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction for any of the following reasons:
1. Return to duty of regular teachers after approved leaves of absence;
  2. Suspension of schools;
  3. Decreased enrollment of the pupils in the District;
  4. Territorial changes affecting the District; and
  5. Financial reasons.
- B. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations and shall use the following procedures to implement this provision:
1. Prior to making a reduction in force, the Superintendent/Designee shall identify those teachers whose teaching field, as defined by this Article, is affected by the need to reduce the number of teachers employed by the Board (hereinafter, “RIF Pool”);
  2. Next, the Superintendent/Designee shall exclude any teacher from the RIF Pool who previously attained continuing contract status within the Beachwood City School District provided however that this requirement shall not apply where the RIF Pool contains only teachers with continuing contract status;
  3. Next, the Superintendent/Designee shall review written evaluations together with any related materials (hereinafter, “Evaluation”) of each teacher in the RIF Pool. This review shall consider the Evaluations completed for the most recent three (3) Evaluation Years, if available, for each teacher in the RIF Pool. An Evaluation Year shall mean all Evaluations completed within one (1) school year. Based solely upon the review of each teacher’s Evaluations during the most recent three (3) Evaluations Years (if available), the Superintendent/Designee shall rank the teachers in the RIF Pool using Objective and Measureable Standards. If a teacher in the RIF pool does not have any completed Evaluations, the teacher shall be ranked as having the lowest overall Evaluation. While developing the Objective and Measurable Standards, the Superintendent/Designee shall provide to Union representatives an opportunity to meet and discuss any draft(s) of the Objective and Measurable Standards. Any meeting occurring under this subsection shall be collaborative in nature. The Superintendent /designee shall give due consideration to input provided by Union representatives regarding the draft(s) of the Objective and Measurable Standards. The Superintendent retains the final authority to determine the Objective and Measurable Standards.

4. Next, the Superintendent/Designee shall select for reduction in force the teacher(s) in the RIF Pool with the lowest overall Evaluations. If the Superintendent/Designee determines, after following the process in the preceding paragraph, that two or more teachers in the RIF Pool have the same ranking, the Superintendent/Designee shall use seniority as the tiebreaker.
  5. Prior to implementing a reduction in force, the Superintendent/Designee shall provide an opportunity to the Union President to meet, discuss and confirm the Superintendent/Designee's application of the procedures under Section B of this Article and any corresponding calculations. Also prior to implementing the reduction in force, the Superintendent/Designee shall provide an opportunity to the Union President and the teacher(s) subject to the reduction in force to meet and discuss the reduction in force.
- C. On a case-by-case basis, in lieu of suspending a contract in whole, the Board of Education may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- D. Teaching field shall generally mean the teacher's area of licensure/certification under 3319.22 of the Ohio Revised Code and the corresponding sections of the Ohio Administrative Code, including but not limited to O.A.C. Section 3301-24-05. Where no license/certification is offered for a particular teaching assignment, "teaching field" shall mean the particular teaching assignment.
- E. Any reassignment of teachers necessitated by a reduction in force under this Article shall be the sole responsibility of the Superintendent. The Superintendent will use assignment/reassignment to minimize the need for and the number of reductions in force. However, the Superintendent shall have no obligation to reassign a limited contract teacher affected by a reduction in force if:
1. The teacher is not licensed/certificated to teach in the position of reassignment;
- And/Or
2. The teacher has not taught in the subject matter of the position of reassignment within the last five (5) years; or the teacher has not earned nine (9) semester hours in the subject matter of the position of reassignment within the last five (5) years.
- F. Teachers whose continuing contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the first right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for rehiring/restoring a teacher, except when making a decision between teachers who have comparable evaluations. This means that the Superintendent/Designee shall follow the procedures in Section B.3. of this Article to determine the teacher(s) with the highest overall

Evaluations and shall restore such teacher(s) to employment provided such teacher(s) is/are properly licensed to teach in the restored teaching position(s).

- G. For one (1) calendar year from the effective date of the reduction in force, teachers whose limited contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the second right of restoration by the Board if and when teaching positions become vacant or are created for which any of such limited contract teachers are or become qualified. Seniority shall not be the basis for rehiring/restoring a teacher, except when making a decision between teachers who have comparable evaluations. This means that the Superintendent/Designee shall follow the procedures in Section B.3. of this Article to determine the teacher(s) with the highest overall Evaluations and shall restore such teacher(s) to employment provided such teacher(s) is/are properly licensed to teach in the restored teaching position(s).
- H. Prior to implementing a restoration, the Superintendent/Designee shall provide an opportunity to the Union President to meet, discuss, and confirm the Superintendent/Designee's application of the procedures under Sections F and G of this Article and any corresponding calculations. Also prior to implementing the restoration, the Superintendent/Designee shall provide an opportunity to the Union President and the teacher(s) subject to the restoration to meet and discuss the restoration.
- I. Any continuing service status or limited contract teacher on the restoration list will have fifteen (15) calendar days from receipt of the letter of restoration from the Board of Education to accept restoration or the teacher will have waived any right to restoration. No teacher whose continuing or limited contract has been suspended pursuant to this Article shall lose that right of restoration to their previous status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
- J. "Seniority" shall be based on the following principles:
  - 1. Seniority shall be determined by continuous and uninterrupted length of service as a bargaining unit member by classification in the Beachwood City School District. Seniority shall be measured from the member's first day of paid work for the Beachwood City School District as a bargaining unit member.
  - 2. Approved leaves of absence while employed as a teacher in the District shall not constitute a break in service for the purpose of calculating seniority provided that the teacher returned to work in the District immediately upon the expiration of the approved leave of absence.
  - 3. In order to qualify for a year of service for seniority purposes, the teacher must work or been on an approved leave of absence at least one hundred and twenty (120) days during the contract year.

4. A teacher who has worked part-time in the Beachwood City School District prior to the 2006-07 school year shall be awarded seniority service credit as if he/she worked full-time for each year of employment in the District prior to the 2006-07 school year.
  5. For teachers who work part-time in the Beachwood City School District during or after the 2006-07 school year, the teacher will be given seniority service credit as follows:
    - a. If the teacher was not hired in the District on a part-time status but became part-time through no request or other action of the teacher, the teacher would be awarded seniority service credit for each year of such part-time service in the District as if the teacher worked full-time.
    - b. For all other teachers working part-time in the District during any contract year, the teacher will be given seniority service credit on a proportionate basis. For example, a teacher working half-time for six (6) consecutive years will have accumulated three (3) years of seniority for the purposes of this Article.
  6. In the event of a tie in seniority, the tie breakers shall be applied in the following order:
    - a. Total number of years as a teacher in Ohio public schools;
    - b. Highest degree held;
    - c. Hours earned after last degree awarded;
    - d. Date the Board of Education approved the hiring of the teacher; and
    - e. Draw lots.
  7. Beginning with the 2006-07 school year, no seniority is earned for employment outside of the bargaining unit represented by the Beachwood Federation of Teachers, AFT, Local 1468, including but not limited to any substitute teaching, classified employment, or administrative service within the Beachwood City School District (excluding interim administrative experience within the Beachwood City School District up to one (1) year). Beginning with the 2009-2010 school year, if a bargaining unit member departs the bargaining unit, remains in the employment of the Beachwood City School District and subsequently returns to service within the bargaining unit, the individual will retain his/her previously earned seniority except that he or she will lose one year of previously earned seniority for each year of service outside of the bargaining unit.
- K. Each school year by October 15<sup>th</sup>, the District shall post in each school building and provide to the President of the Beachwood Federation of Teachers a seniority list of all teachers in the Beachwood City School District, and each teacher shall be listed in order of seniority in their area(s) of current licensure/certification. The seniority list shall also include the teacher's current contract status, teaching assignment, and such other information agreed to by the parties. The seniority list will be deemed correct unless a bargaining unit member rejects it by contacting the District's Human Resources Office within ten (10) work days after it has been posted in each school building of the District.
- L. Teacher as used in this Article shall mean member of the bargaining unit represented by the Beachwood Federation of Teachers, AFT, Local 1468.

## **ARTICLE 23. COLLABORATIVE STAFF ASSIGNMENT PROCESS**

- A. If a member is interested in a different assignment for the following school year, he/she may submit an assignment request form.
- B. The Building Principal will meet with the appropriate Subject Coordinator or subject area/grade level designee, and—as needed—another administrator and/or the building's Union Representative to review the proposed staffing needs, assignments and requests for the upcoming school year. These individuals will provide input, discuss rationale, and offer feedback. Recommendations for modifications, if any, will be made by the Principal to the Superintendent or Designee for his/her consideration. For the high school, the meeting shall occur no later than May 1<sup>st</sup>. For all other schools, the meeting shall occur no later than May 15<sup>th</sup>. In the event that a staffing need arises thereafter including when school is not in session, an opportunity for input will be provided to the aforementioned individuals.
- C. Teachers will be given their assignments for the following school year by the building principal by the last day of the school year with the understanding that assignments may change. Any assignment changes after the last day of school year will be provided to the affected member(s) as soon as practicable.
- D. Prior to any involuntary assignment, the Superintendent will notify the BFT President who will seek volunteers for said assignment. Volunteers will give notice of their interest in writing to the Superintendent/Designee within five (5) business days.
- E. The Federation recognizes the Superintendent's exclusive right and responsibility to determine all final staff assignments provided the Superintendent/Designee fully complies with the terms of this Article. If a bargaining unit member receives a notice of an assignment or reassignment to which s/he objects, the member will, upon request, be granted a meeting with the Superintendent/Designee to present his/her objection(s) to the assignment/reassignment and discuss any potential action to support the member in a reassignment. The bargaining unit member may be represented by the Union at this meeting which will be scheduled without unreasonable delay. During this meeting, the Superintendent/Designee will provide a written explanation for the assignment/reassignment (which will include the reason(s) for, the purpose of, the motivating factor(s) behind, or other circumstances relating to the assignment/reassignment) to the bargaining unit member.
- F. Any extended time offered during the summer shall be offered equally by field of certification/licensure within the same building; to the extent such services may be needed.

## **ARTICLE 24. NEGOTIATING PROCEDURES**

- A. Statement of Principles.
  - 1. The Board of Education and the Federation state that the purpose of the procedures established in this document is to provide a means for harmonious and cooperative relationships between the Board of Education and the certificated/licensed employees through collective negotiations and to protect the public and the welfare of Beachwood

school children by assuring orderly and uninterrupted operation of the public school system.

2. It is recognized and agreed that the Board of Education is an official body duly elected by the community to discharge its authority as defined by the laws of this state, and statements within this document shall not be construed to prevent the Board of Education from complying with its duty.
3. "Good faith" negotiation, as provided for in this document, includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; setting forth, evaluating, or agreeing to proposals with sound, reasonable fiscal, professional and administrative consideration; a search for counter proposals to proposals not accepted; but does not compel either party to agree to a proposal or require the making of a concession. However, breach of existing agreements; engaging in or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; making unexplained changes in position; and raising new and additional issues calculated to avoid the reaching of an agreement; or violating any of the principles or procedures in this document shall constitute a breach of "good faith."
4. Representatives of the Board of Education and the Federation shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination.

#### B. Subjects of Negotiations.

Representatives of the Board of Education and the Federation will negotiate in "good faith" a professional salary schedule, a grievance procedure, and such other terms and conditions of employment within the authority of the Board of Education to resolve as the parties may agree are proper subjects of negotiation.

#### C. Requests for Negotiation.

If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment which are within the authority of the Board of Education to resolve, it shall notify the other party in writing not later than April 1<sup>st</sup> of the year in which the contract will expire. Notification in writing from the Federation shall be addressed to the Superintendent. Notification in writing from the Board of Education shall be addressed to the President of the Federation.

#### D. Bargaining.

1. Alternative Models. The Board of Education and the Federation may enter into an alternative negotiation model by mutual agreement. Such an agreement must be in writing and establish the general rules for the alternative negotiation model.
2. Traditional Model. Unless the parties agree otherwise, the parties will use the traditional negotiation model.

3. Initial Meeting. Within 15 days of the written request for negotiation, the parties will meet to discuss and decide whether they will use an alternative negotiation model or the traditional negotiation model.

E. Negotiation Meetings.

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places, and time and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
3. Negotiation meetings shall be closed to the press and the public.
4. Either party may recess for caucuses of reasonable length at any time.
5. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.

F. Representation.

Unless otherwise agreed to by the parties, representation at negotiating meetings shall be limited to six (6) representatives of the Board of Education and six (6) Federation members.

G. Assistance and Study Committees.

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

H. Information.

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

I. News Releases.

A courtesy copy of written releases concerning negotiations given to news media or to the public by either party shall be provided to the other party.

J. Agreement.

1. Tentative agreements on negotiated items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
2. Final agreement shall be reached when the Federation and the Board of Education ratify or approve the final negotiated package. The negotiators of both parties shall urge ratification and approval. If ratified and approved by both parties, the agreement shall then be signed by the parties and shall be entered as an official resolution of the Board of Education.
3. The purpose of the tentative agreements is to develop a package that will be submitted to the Federation and the Board of Education for ratification and approval. Initialing of the tentative agreements shall be done in "good faith."
4. The tentative agreements may be brought back to the table during negotiation sessions when it is believed that it will result in progress toward developing a final package. Each of the tentative agreements brought back to the table shall be discussed.

K. Disagreement.

1. The parties shall commence negotiations for a successor agreement on or before February 1<sup>st</sup> of the year in which the current Contract expires. If agreement is not reached within ninety (90) days following commencement of negotiations, either party may at any time thereafter request the services of a mediator through the Federal Mediation & Conciliation Service, and the cost, if any, of such mediating services shall be shared equally by the Board of Education and the Federation. However, if after sixty (60) days from the commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days.
2. A party requesting the services of a federal mediator shall submit a request in writing to the Cleveland regional office of the Federal Mediation and Conciliation Service for a federal mediator. This mediator shall serve in said capacity until either a successor agreement is reached or impasse is declared.
3. The use of a federal mediator, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. This procedure supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The mediation period shall be as the parties may agree in writing at the initial meeting or on some other date. In the absence of such an agreement,

the mediation period shall expire no later than the termination date of this contract, although nothing shall foreclose the parties from continuing to utilize the services of the federal mediator after the mediation period expires or the contract terminates.

L. Term.

Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation will remain in force so long as recognition of the Federation as exclusive negotiations representative of Board of Education-employed certificated/licensed personnel continues.

**ARTICLE 25. NON-TRADITIONAL LEARNING VENUES**

- A. Non-traditional learning venues are viable instructional options to improve the quality of student learning and provide additional educational opportunities to the students of the Beachwood City School District.
- B. Subject to the requirements of Article 16, the Board may offer interactive distance learning, on-line courses, hybrid courses, dual enrollment courses, flexible credit programs, post-secondary enrollment options, accelerated learning opportunities, and such other non-traditional course work to the students of the Beachwood City School District and assign instructional, student supervision, and/or grading responsibilities associated with such offerings to bargaining unit members.
- C. No teacher shall lose his/her job as a result of the implementation of this Article.
- D. Non-traditional learning venue teachers will be responsible for setting up and using the equipment according to training guidelines.
- E. Videotapes of interactive distance learning courses may be used for make-up work for all students enrolled in that interactive distance learning course. Videotapes of interactive distance learning courses are the property of the Board of Education.
- F. Non-traditional learning venue teachers may be required to use his/her personal automobile to travel between sites or to other meetings regarding interactive distance learning and will be reimbursed for his/her allowable mileage at the IRS mileage rate.
- G. Teaching students in non-traditional learning venues will be considered instructional time for the purposes of the member's work day under Article 16.

**ARTICLE 26. BEACHWOOD LICENSURE TEAM/LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A. Mission

The mission of the Beachwood Licensure Team (BLT) is to set policy and review professional development goals for certification and license renewal for Beachwood City

School District educators. Professional development will focus on experiences that coordinate district, school, and individual initiatives that are grounded in best knowledge and practice. These experiences shall be directly related to enhancing student performance. This committee serves as an affiliate of the Beachwood Curriculum Council.

#### B. BLT Organization

1. The Beachwood Licensure Team (BLT) will have six (6) members: one (1) district administrator and five (5) educators (one from each building).
2. At least one member of the BLT must be a member of the Executive Board of the Beachwood Federation of Teachers. At least one (1) member of the BLT must be a member of the Curriculum Council.
3. A chairperson will be selected annually from among the five (5) building members. The chairperson will call the meetings and set the agenda. The chairperson will receive a stipend for additional duties equal to the ratio contained within the supplemental salary schedule, including experience levels. Educator members will be compensated at the current workshop rate for non-school or summer hours.
4. Educator vacancies will be filled by volunteers. Building members will be replaced by an educator from that building. An election will be run by the Building Committee if there is more than one (1) volunteer. Administrative vacancies will be filled by appointment of the Superintendent.

#### C. BLT Responsibilities

1. The responsibilities of the committee members of the BLT shall be to:
  - Set standards for professional growth
    - a. Set guidelines for professional development units (PDUs)
    - b. Set operating procedures to attain PDUs
    - c. Serve as an advocate for professional development
  - Implement the process for Individual Professional Development Plans
    - a. Accept and approve IPDPs
    - b. Maintain files/records
    - c. Monitor five (5) year plans
    - d. Engage in the appeals process
  - Grant prior and final approval for professional development activities for relicensing and salary credit
    - a. Process paperwork for coursework, workshops, and activities
    - b. Maintain files/records using the district-approved online program
  - Provide a link between individual educator needs for staff development and district initiatives

- a. Be knowledgeable about the staff development and school improvement plans of the Beachwood City School District
  - b. Communicate the licensure process to new employees
  - c. Communicate changes in procedures and policies
  - d. Use discretion in discussion of BLT matters
- Make recommendations regarding relicensure
2. To attain these responsibilities, the BLT will meet after school or in the evening a minimum of once a month. Meetings will be announced via e-mail announcements. Minutes from each meeting will be maintained and stored, with access subject to current policies, agreements, and the Sunshine Law. A quorum consisting of four (4) of the six (6) members is required for voting to take place provided that the district administrator is present. Decisions will be based on a majority vote of the attending members.
  3. A member who fails to attend three consecutive BLT meetings may be removed from the committee by the unanimous vote of the other committee members. If an educator is removed, a new member will be selected by the BLT from a pool of volunteers in a way that maintains representation from all buildings. If an administrator is removed, the position will be filled by appointment of the Superintendent.

#### D. Individual Professional Development Plan

1. All Beachwood City School District employees who do not hold a permanent certificate are required to create an Individual Professional Development Plan (IPDP) using the district-approved online program. This plan should be based on the needs and identified initiatives of the individual educator, the students, the school, and the school district. The IPDP must be submitted for review by the BLT by December 1<sup>st</sup> immediately following the issuance of the current certificate/license. New employees must submit an IPDP by December 1<sup>st</sup> immediately following their first day of work. The IPDP must include the following documents an employee profile form and the specific IPDP. IPDP information is available using the district-approved online program.
2. The BLT will review all IPDPs for approval. The BLT can request that an employee rewrite and resubmit an IPDP to meet with their building representative and/or the committee if an IPDP is not approved.

#### E. Professional Development Framework

Licenses initiated or renewed under the Ohio Department of Education standards require an educator to create an IPDP to be completed during the five years of the license. An IPDP requires a minimum of 180 contact hours that includes two graduate semester hours for 60 of these hours and the remaining 120 hours in any combination of graduate semester credit hours, continuing education units (CEUs), and/or professional development units (PDUs). The relationship between these is shown below:

1 contact hour = 1 PDU

1 CEU = 10 PDUs = 10 contact hours

1 graduate semester credit hour = 3 CEUs = 30 PDUs = 30 contact hours

Courses, workshops, and activities that earn credits or PDUs for completion of an IPDP and/or increases on the salary scale must be pre-approved by the BLT. Form 3, which is available using the district-approved online program, should be completed and submitted to the BLT prior to the commencement of any program. One PDU is received for each hour of participation in activities that do not earn college credits of CEUs.

#### F. Appeals

1. In the event that an educator disagrees when an IPDP is rejected by the BLT, he/she may pursue the following appeals process:

Step 1: The educator requests a face to face meeting with the BLT. After this meeting, the BLT may accept, reject, or request a modification to the plan.

Step 2: If the educator still disagrees with the decision of the BLT, he/she may request an appeals hearing. The appeals committee will consist of one BLT representative, one educator representative, and the Superintendent or his designee. The appeals committee has the authority to accept, reject, or request a modification to the plan.

Step 3: If, and only if, a resolution to the plan cannot be reached after completing Step 2 of the appeals process, the educator has the right to appeal to the State Department of Education and/or seek legal representation.

#### G. Reciprocity

The Beachwood City School's Licensure Team will honor hours completed under IPDPs approved by other districts for an educator hired by the Board of Education. Modifications to an existing plan may be required so that the IPDP fits the initiatives of the Beachwood City Schools. The educator's IPDP may be requested and reviewed as part of the application process.

### **ARTICLE 27. RESIDENT EDUCATOR**

Pursuant to applicable law, the District has established an Ohio Resident Educator (RE) Program and will continue to maintain the Program as long as it is legally required. Mentors for the RE Program shall be compensated pursuant to a supplemental duty contract as set forth in Appendix 5. In the absence of the RE Program or another state program requiring mentoring of newly licensed teachers, the District will continue to provide mentoring to newly licensed teachers, and the Board retains the authority to design such a program with input from the Union.

### **ARTICLE 28. STRS CONTRIBUTIONS RELATING TO TPO**

A. The following provision is intended to provide STRS service credit for services rendered as

an elected Federation officer by bargaining unit members to the Federation under STRS Rule 3307-6-01. For the purpose of this provision, the Federation shall be considered a teacher professional organization under Section 4117.01 of the Ohio Revised Code.

- B. The implementation of this provision is subject to the approval of STRS. If STRS determines that this provision is not compliant with applicable STRS rules and regulations, this provision shall be null and void.
- C. Only bargaining unit members who serve as elected officers of the Federation shall be eligible for additional STRS service credit for services rendered to the Federation under STRS Rule 3307-6-01.
- D. The parties agree that the Board of Education shall not incur any additional costs under this provision or as a consequence of the additional service credit for services rendered by eligible bargaining unit members to the Federation under STRS Rule 3307-6-01.
- E. In July of each year, the Federation will forward to the Board of Education's Treasurer a certification of the amount of payment to be made by the Federation to its elected officers, together with the corresponding employees' and employer's shares of STRS contributions on such amounts paid by the Federation. The Treasurer will notify the Federation of the maximum amount of salary paid by the Federation to each officer that is eligible for STRS payment on compensation for service rendered to the Federation in accordance with STRS Rule 3307-6-01.
- F. The Treasurer will forward the contributions to STRS, provided however such amounts do not exceed the maximum allowable under applicable STRS rules and regulations. Any amounts in excess of the maximum allowable under STRS rules and regulations shall be returned to the Federation.

#### **ARTICLE 29. CONTRACT OPERATION**

- A. If any article or section of this Contract should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by a court pending a final determination of validity, the remainder of this Contract will not be affected thereby. In the event any article or section has been held invalid as set forth above, the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties cannot reach agreement, either party may initiate the "Disagreement" provisions of Article 24.
- B. This Contract constitutes the entire agreement between the parties, and it supersedes and cancels all prior and contemporaneous understandings not specifically set forth herein. This Contract may not impede the Board of Education's ability to comply with applicable federal and state law and regulations including but not limited to the Americans with Disabilities Act, Fair Labor Standards Act, Family Medical Leave Act of 1993, Individuals with Disabilities Education Act of 1997, Individuals with Disabilities Improvement Act of 2004,

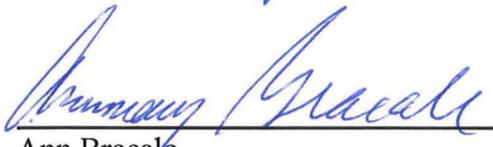
No Child Left Behind Act of 2001, Rehabilitation Act, and any preceding versions and/or future amendments thereto.

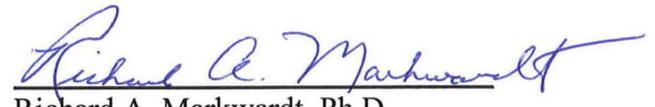
**ARTICLE 30. SIGNATURE LETTER**

Whereupon, the authorized representatives of the BFT and the Board of Education have set forth their signatures hereunder this \_\_\_\_ day of \_\_\_\_\_, 2012.

  
\_\_\_\_\_  
Evan Luzar  
President/BFT Negotiation Team

  
\_\_\_\_\_  
Dr. Brian Weiss  
Board President

  
\_\_\_\_\_  
Ann Bracale  
BFT Negotiation Team

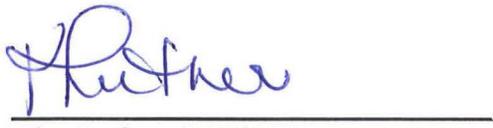
  
\_\_\_\_\_  
Richard A. Markwardt, Ph.D.  
Superintendent/Board Negotiation Team

  
\_\_\_\_\_  
Shelly Lewis  
BFT Negotiation Team

  
\_\_\_\_\_  
Michele Mills  
Treasurer/Board Negotiation Team

  
\_\_\_\_\_  
Barb Urbanski  
BFT Negotiation Team

  
\_\_\_\_\_  
Lauren Broderick  
Dir. of Pupil Services/Board Neg. Team

  
\_\_\_\_\_  
Kim Luther, OFT/AFT  
BFT Negotiating Team

  
\_\_\_\_\_  
Robert Hardis  
Building Principal/Board Neg. Team

**APPENDIX 1**

**DUES DEDUCTIONS**

**Beachwood Federation of Teachers  
AFT/OFT Local #1468**

I hereby authorize the Beachwood City School District Board of Education to make twenty-four (24) consecutive and equal payroll deductions (or 12 deductions for part-time employees working less than .5 FTE) in my payroll checks/payments to pay my annual dues for Beachwood Federation of Teachers, AFT/OFT Local #1468. I understand that the deductions will continue unless I notify the Beachwood City School District Board of Education that the deductions are to be canceled.

Deduction amount per pay: \_\_\_\_\_\*

Payment is to be forwarded to: Beachwood Federation of Teachers, AFT/OFT Local #1468

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 2**

CANCELLATION OF DUES DEDUCTIONS

Beachwood Federation of Teachers  
AFT/OFT Local #1468

I hereby notify the Beachwood City School District Board of Education to cancel all dues deduction from my salary checks for the Beachwood Federation of Teachers, AFT/OFT Local #1468 starting with my next paycheck.

---

Signature

---

Date

**APPENDIX 3**

**WAIVER OF INSURANCE BENEFITS**

Effective \_\_\_\_\_, I hereby waive the following coverages under the Beachwood City School District Board of Education's health insurance program:

- Medical /Prescription
- Dental
- Vision

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

Date \_\_\_\_\_

cc: Personnel File  
Payroll Department

**APPENDIX 4**

**Salary Schedules**

There are three (3) certificated/licensed staff salary schedules: Schedule A for certificated/licensed staff who began teaching in Beachwood before November 22, 1993; Schedule B for those who began teaching in Beachwood on or after November 22, 1993 but before September 1, 2009; and Schedule C for certificate/licensed staff who began teaching in Beachwood on or after September 1, 2009. All certificated/licensed staff placed on Schedules B and C shall receive no additional earned credit hour compensation until they have earned and accumulated the hours necessary to move laterally on the salary schedule to the next salary lane.

**2012-2013 Certificated/Licensed Salary Schedule A  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood before November 22, 1993)**

	BA	BA+15	BA+30	MA	MA+60
Years	1	2	3	4	5
1	45,676	47,686	49,696	52,971	61,791
2	47,960	49,970	51,980	55,620	64,440
3	50,244	52,254	54,264	58,269	67,089
4	52,528	54,538	56,548	60,918	69,738
5	54,812	56,822	58,832	63,567	72,387
6	57,096	59,106	61,116	66,216	75,036
7	59,380	61,390	63,400	68,865	77,685
8	61,664	63,674	65,684	71,514	80,334
9	63,948	65,958	67,968	74,163	82,983
10	66,232	68,242	70,252	76,812	85,632
11	68,516	70,526	72,536	79,461	88,281
12	70,800	72,810	74,820	82,110	90,930
13	73,084	75,094	77,104	84,759	93,579
14		77,378	79,388	87,408	96,228
15			81,672	90,057	98,877

\$134 for each semester hour of approved credit earned after awarding of the bachelor's degree shall be added to the B.A. to the limits of 105 hours beyond the B.A. \$147 for each semester hour of approved credit earned after the awarding of the master's degree shall be added to the M.A. to the limits of 60 hours beyond the M.A.

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2012-2013 Certificated/Licensed Salary Schedule B  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after November 22, 1993 but before September 1, 2009)**

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60
Years	1	2	3	4	5	6	7	8	9
1	45,676	47,284	48,892	52,971	54,735	56,499	58,263	60,027	61,791
2	47,960	49,568	51,176	55,620	57,384	59,148	60,912	62,676	64,440
3	50,244	51,852	53,460	58,269	60,033	61,797	63,561	65,325	67,089
4	52,528	54,136	55,744	60,918	62,682	64,446	66,210	67,974	69,738
5	54,812	56,420	58,028	63,567	65,331	67,095	68,859	70,623	72,387
6	57,096	58,704	60,312	66,216	67,980	69,744	71,508	73,272	75,036
7	59,380	60,988	62,596	68,865	70,629	72,393	74,157	75,921	77,685
8	61,664	63,272	64,880	71,514	73,278	75,042	76,806	78,570	80,334
9	63,948	65,556	67,164	74,163	75,927	77,691	79,455	81,219	82,983
10	66,232	67,840	69,448	76,812	78,576	80,340	82,104	83,868	85,632
11	68,516	70,124	71,732	79,461	81,225	82,989	84,753	86,517	88,281
12	70,800	72,408	74,016	82,110	83,874	85,638	87,402	89,166	90,930
13	73,084	74,692	76,300	84,759	86,523	88,287	90,051	91,815	93,579
14		76,976	78,584	87,408	89,172	90,936	92,700	94,464	96,228
15				90,057	91,821	93,585	95,349	97,113	98,877

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2012-2013 Certificated/Licensed Salary Schedule C  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after September 1, 2009)**

	BA	BA+15	BA+30	MA	MA +15	MA+30	MA +45	MA +60
Years	1	2	3	4	5	6	7	8
1	45,676	47,686	49,696	52,971	55,176	57,381	59,586	61,791
2	47,156	49,166	51,176	54,687	56,892	59,097	61,302	63,507
3	48,636	50,646	52,656	56,403	58,608	60,813	63,018	65,223
4	50,116	52,126	54,136	58,119	60,324	62,529	64,734	66,939
5	51,596	53,606	55,616	59,835	62,040	64,245	66,450	68,655
6	53,076	55,086	57,096	61,551	63,756	65,961	68,166	70,371
7	54,556	56,566	58,576	63,267	65,472	67,677	69,882	72,087
8	56,036	58,046	60,056	64,983	67,188	69,393	71,598	73,803
9	57,516	59,526	61,536	66,699	68,904	71,109	73,314	75,519
10	58,996	61,006	63,016	68,415	70,620	72,825	75,030	77,235
11	60,476	62,486	64,496	70,131	72,336	74,541	76,746	78,951
12	61,956	63,966	65,976	71,847	74,052	76,257	78,462	80,667
13	63,436	65,446	67,456	73,563	75,768	77,973	80,178	82,383
14	64,916	66,926	68,936	75,279	77,484	79,689	81,894	84,099
15		68,406	70,416	76,995	79,200	81,405	83,610	85,815
16			71,896	78,711	80,916	83,121	85,326	87,531
17			73,376	80,427	82,632	84,837	87,042	89,247
18			74,856	82,143	84,348	86,553	88,758	90,963
19			76,336	83,859	86,064	88,269	90,474	92,679
20			77,816	85,575	87,780	89,985	92,190	94,395
22			79,296	87,291	89,496	91,701	93,906	96,111
25			80,776	89,007	91,212	93,417	95,622	97,827
27				90,723	92,928	95,133	97,338	99,543

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2013-2014 Certificated/Licensed Salary Schedule A  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood before November 22, 1993)**

Years	BA	BA+15	BA+30	MA	MA+60
	1	2	3	4	5
1	46,475	48,515	50,555	53,898	62,898
2	48,799	50,839	52,879	56,593	65,593
3	51,123	53,163	55,203	59,288	68,288
4	53,447	55,487	57,527	61,983	70,983
5	55,771	57,811	59,851	64,678	73,678
6	58,095	60,135	62,175	67,373	76,373
7	60,419	62,459	64,499	70,068	79,068
8	62,743	64,783	66,823	72,763	81,763
9	65,067	67,107	69,147	75,458	84,458
10	67,391	69,431	71,471	78,153	87,153
11	69,715	71,755	73,795	80,848	89,848
12	72,039	74,079	76,119	83,543	92,543
13	74,363	76,403	78,443	86,238	95,238
14		78,727	80,767	88,933	97,933
15			83,091	91,628	100,628

\$136 for each semester hour of approved credit earned after awarding of the bachelor's degree shall be added to the B.A. to the limits of 105 hours beyond the B.A. \$150 for each semester hour of approved credit earned after the awarding of the master's degree shall be added to the M.A. to the limits of 60 hours beyond the M.A.

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2013-2014 Certificated/Licensed Salary Schedule B  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after November 22, 1993 but before September 1, 2009)**

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60
Years	1	2	3	4	5	6	7	8	9
1	46,475	48,107	49,739	53,898	55,698	57,498	59,298	61,098	62,898
2	48,799	50,431	52,063	56,593	58,393	60,193	61,993	63,793	65,593
3	51,123	52,755	54,387	59,288	61,088	62,888	64,688	66,488	68,288
4	53,447	55,079	56,711	61,983	63,783	65,583	67,383	69,183	70,983
5	55,771	57,403	59,035	64,678	66,478	68,278	70,078	71,878	73,678
6	58,095	59,727	61,359	67,373	69,173	70,973	72,773	74,573	76,373
7	60,419	62,051	63,683	70,068	71,868	73,668	75,468	77,268	79,068
8	62,743	64,375	66,007	72,763	74,563	76,363	78,163	79,963	81,763
9	65,067	66,699	68,331	75,458	77,258	79,058	80,858	82,658	84,458
10	67,391	69,023	70,655	78,153	79,953	81,753	83,553	85,353	87,153
11	69,715	71,347	72,979	80,848	82,648	84,448	86,248	88,048	89,848
12	72,039	73,671	75,303	83,543	85,343	87,143	88,943	90,743	92,543
13	74,363	75,995	77,627	86,238	88,038	89,838	91,638	93,438	95,238
14		78,319	79,951	88,933	90,733	92,533	94,333	96,133	97,933
15				91,628	93,428	95,228	97,028	98,828	100,628

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2013-2014 Certificated/Licensed Salary Schedule C  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after September 1, 2009)**

	BA	BA+15	BA+30	MA	MA +15	MA+30	MA +45	MA +60
Years	1	2	3	4	5	6	7	8
1	46,475	48,515	50,555	53,898	56,148	58,398	60,648	62,898
2	47,981	50,021	52,061	55,644	57,894	60,144	62,394	64,644
3	49,487	51,527	53,567	57,390	59,640	61,890	64,140	66,390
4	50,993	53,033	55,073	59,136	61,386	63,636	65,886	68,136
5	52,499	54,539	56,579	60,882	63,132	65,382	67,632	69,882
6	54,005	56,045	58,085	62,628	64,878	67,128	69,378	71,628
7	55,511	57,551	59,591	64,374	66,624	68,874	71,124	73,374
8	57,017	59,057	61,097	66,120	68,370	70,620	72,870	75,120
9	58,523	60,563	62,603	67,866	70,116	72,366	74,616	76,866
10	60,029	62,069	64,109	69,612	71,862	74,112	76,362	78,612
11	61,535	63,575	65,615	71,358	73,608	75,858	78,108	80,358
12	63,041	65,081	67,121	73,104	75,354	77,604	79,854	82,104
13	64,547	66,587	68,627	74,850	77,100	79,350	81,600	83,850
14	66,053	68,093	70,133	76,596	78,846	81,096	83,346	85,596
15		69,599	71,639	78,342	80,592	82,842	85,092	87,342
16			73,145	80,088	82,338	84,588	86,838	89,088
17			74,651	81,834	84,084	86,334	88,584	90,834
18			76,157	83,580	85,830	88,080	90,330	92,580
19			77,663	85,326	87,576	89,826	92,076	94,326
20			79,169	87,072	89,322	91,572	93,822	96,072
22			80,675	88,818	91,068	93,318	95,568	97,818
25			82,181	90,564	92,814	95,064	97,314	99,564
27				92,310	94,560	96,810	99,060	101,310

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2014-2015 Certificated/Licensed Salary Schedule A  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood before November 22, 1993)**

Years	BA	BA+15	BA+30	MA	MA+60
	1	2	3	4	5
1	47,405	49,490	51,575	54,976	64,156
2	49,775	51,860	53,945	57,725	66,905
3	52,145	54,230	56,315	60,474	69,654
4	54,515	56,600	58,685	63,223	72,403
5	56,885	58,970	61,055	65,972	75,152
6	59,255	61,340	63,425	68,721	77,901
7	61,625	63,710	65,795	71,470	80,650
8	63,995	66,080	68,165	74,219	83,399
9	66,365	68,450	70,535	76,968	86,148
10	68,735	70,820	72,905	79,717	88,897
11	71,105	73,190	75,275	82,466	91,646
12	73,475	75,560	77,645	85,215	94,395
13	75,845	77,930	80,015	87,964	97,144
14		80,300	82,385	90,713	99,893
15			84,755	93,462	102,642

\$139 for each semester hour of approved credit earned after awarding of the bachelor's degree shall be added to the B.A. to the limits of 105 hours beyond the B.A. \$153 for each semester hour of approved credit earned after the awarding of the master's degree shall be added to the M.A. to the limits of 60 hours beyond the M.A.

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2014-2015 Certificated/Licensed Salary Schedule B  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after November 22, 1993 but before September 1, 2009)**

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60
Years	1	2	3	4	5	6	7	8	9
1	47,405	49,073	50,741	54,976	56,812	58,648	60,484	62,320	64,156
2	49,775	51,443	53,111	57,725	59,561	61,397	63,233	65,069	66,905
3	52,145	53,813	55,481	60,474	62,310	64,146	65,982	67,818	69,654
4	54,515	56,183	57,851	63,223	65,059	66,895	68,731	70,567	72,403
5	56,885	58,553	60,221	65,972	67,808	69,644	71,480	73,316	75,152
6	59,255	60,923	62,591	68,721	70,557	72,393	74,229	76,065	77,901
7	61,625	63,293	64,961	71,470	73,306	75,142	76,978	78,814	80,650
8	63,995	65,663	67,331	74,219	76,055	77,891	79,727	81,563	83,399
9	66,365	68,033	69,701	76,968	78,804	80,640	82,476	84,312	86,148
10	68,735	70,403	72,071	79,717	81,553	83,389	85,225	87,061	88,897
11	71,105	72,773	74,441	82,466	84,302	86,138	87,974	89,810	91,646
12	73,475	75,143	76,811	85,215	87,051	88,887	90,723	92,559	94,395
13	75,845	77,513	79,181	87,964	89,800	91,636	93,472	95,308	97,144
14		79,883	81,551	90,713	92,549	94,385	96,221	98,057	99,893
15				93,462	95,298	97,134	98,970	100,806	102,642

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**2014-2015 Certificated/Licensed Salary Schedule C  
(For Certificated/Licensed Staff Who Began Teaching  
in Beachwood on or after September 1, 2009)**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA +45	MA +60
Years	1	2	3	4	5	6	7	8
1	47,405	49,490	51,575	54,976	57,271	59,566	61,861	64,156
2	48,941	51,026	53,111	56,757	59,052	61,347	63,642	65,937
3	50,477	52,562	54,647	58,538	60,833	63,128	65,423	67,718
4	52,013	54,098	56,183	60,319	62,614	64,909	67,204	69,499
5	53,549	55,634	57,719	62,100	64,395	66,690	68,985	71,280
6	55,085	57,170	59,255	63,881	66,176	68,471	70,766	73,061
7	56,621	58,706	60,791	65,662	67,957	70,252	72,547	74,842
8	58,157	60,242	62,327	67,443	69,738	72,033	74,328	76,623
9	59,693	61,778	63,863	69,224	71,519	73,814	76,109	78,404
10	61,229	63,314	65,399	71,005	73,300	75,595	77,890	80,185
11	62,765	64,850	66,935	72,786	75,081	77,376	79,671	81,966
12	64,301	66,386	68,471	74,567	76,862	79,157	81,452	83,747
13	65,837	67,922	70,007	76,348	78,643	80,938	83,233	85,528
14	67,373	69,458	71,543	78,129	80,424	82,719	85,014	87,309
15		70,994	73,079	79,910	82,205	84,500	86,795	89,090
16			74,615	81,691	83,986	86,281	88,576	90,871
17			76,151	83,472	85,767	88,062	90,357	92,652
18			77,687	85,253	87,548	89,843	92,138	94,433
19			79,223	87,034	89,329	91,624	93,919	96,214
20			80,759	88,815	91,110	93,405	95,700	97,995
22			82,295	90,596	92,891	95,186	97,481	99,776
25			83,831	92,377	94,672	96,967	99,262	101,557
27				94,158	96,453	98,748	101,043	103,338

Written approval must be requested in advance for all semester hour credits beyond the B.A. and M.A. schedules and the courses must meet the requirements of Board Policy and District Rules, to the satisfaction of the Superintendent.

**Preschool Instructor  
Salary Schedule**

Step	2012-2013	2013-2014	2014-2015
1	28,421	28,918	29,496
2	29,132	29,641	30,233
3	29,860	30,382	30,989
4	30,607	31,142	31,764
5	31,372	31,921	32,558
6	32,156	32,719	33,372
7	32,960	33,537	34,206
8	33,784	34,375	35,061
9	34,629	35,234	35,938
10	35,495	36,115	36,836
11	36,382	37,018	37,757
12	37,292	37,943	38,701
13	38,224	38,892	39,669
14	39,180	39,864	40,661
15	40,160	40,861	41,678

**Instructional Tutor  
Salary Schedule**

Step	Years	2012-2013		2013-2014		2014-2015	
		BA	MA	BA	MA	BA	MA
1	0-2	32,553	37,758	33,123	38,419	33,785	39,187
2	3-5	35,262	40,921	35,879	41,637	36,597	42,470
3	6-8	39,651	45,614	40,345	46,412	41,152	47,340
4	9-10	43,373	50,335	44,132	51,216	45,015	52,240
5	>10	48,806	56,615	49,660	57,606	50,653	58,758

Instructional tutors will receive all benefits of regular teachers (with the choice of compensation for additional hours earned as in the past), but are **NOT** eligible for tenure. However, years accrued as an instructional tutor will be granted as experience steps on the teacher salary schedule if/when the tutor is hired as a classroom teacher. Instructional Tutors are certificated teachers who function in a support role for students. They work with individuals or small groups to assist students who need extra time and/or alternative instruction to master the learning goals and complete the learning activities designed and assigned by classroom teachers. In addition, they may assist students with organizational skills, provide alternative testing environments, and maintain contact with both teachers and parents. They may assist in the writing of IEPs or 504s. They shall not be used to replace regular classroom teachers to teach courses that meet on a daily basis and thus are not responsible for group lesson plans. They do not assign grades or homework.

**APPENDIX 5**

Supplementals

Additional supplementals can be created as the positions occur. They will be within contractual percentages and will be considered within the framework of the contract.

**I. COACHING**

**High School Positions**

**Previous Yrs. of Experience**

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Basketball Head Coach	1.50	1.55	1.60	1.65
Basketball Assistant Coach	1.30	1.35	1.40	1.45
Baseball Head Coach	1.30	1.35	1.40	1.45
Baseball Assistant Coach	1.10	1.15	1.20	1.25
Cheerleading Coach-Varsity (Basketball)	.90	.95	1.0	1.05
Cheerleading Coach-Varsity (Football)	.90	.95	1.0	1.05
Cheerleading Coach-Junior Varsity (Basketball)	.60	.65	.70	.75
Cheerleading Coach-Junior Varsity (Football)	.60	.65	.70	.75
Cross Country Head Coach	.90	.95	1.0	1.05
Cross Country Assistant Coach	.75	.80	.85	.90
Football Head Coach	1.50	1.55	1.60	1.65
Football Assistant Coach	1.30	1.35	1.40	1.45
Golf Head Coach	.90	.95	1.0	1.05
Golf Assistant Coach	.75	.80	.85	.90
Lacrosse Head Coach	.90	.95	1.0	1.05
Lacrosse Assistant Coach	.75	.80	.85	.90
Soccer Head Coach	1.30	1.35	1.40	1.45
Soccer Assistant Coach	1.10	1.15	1.20	1.25
Softball Head Coach	1.30	1.35	1.40	1.45
Softball Assistant Coach	1.10	1.15	1.20	1.25
Swimming Head Coach	1.30	1.35	1.40	1.45
Swimming Assistant Coach	1.10	1.15	1.20	1.25
Tennis Head Coach	.90	.95	1.0	1.05

Tennis Assistant Coach	.75	.80	.85	.90
Track Head Coach	1.30	1.35	1.40	1.45
Track Assistant Coach	1.10	1.15	1.20	1.25
Volleyball Head Coach	1.30	1.35	1.40	1.45
Volleyball Assistant Coach	1.10	1.15	1.20	1.25
Weight Room	.35	.40	.40	.40
Wrestling Head Coach	1.50	1.55	1.60	1.65
Wrestling Assistant Coach	1.30	1.35	1.40	1.45

**Middle School Positions**

	<u>Previous Years of Experience</u>			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Athletic Coordinator	1.10	1.15	1.20	1.25
Basketball Head Coach	1.10	1.15	1.20	1.25
Basketball Assistant Coach	.90	.95	1.0	1.05
Baseball Head Coach	.90	.95	1.0	1.05
Baseball Assistant Coach	.70	.75	.80	.85
Cheerleading Coach	.60	.65	.70	.75
Cross Country Head Coach	.70	.75	.80	.85
Cross Country Assistant Coach	.50	.55	.60	.65
Football Head Coach	1.10	1.15	1.20	1.25
Football Assistant Coach	.90	.95	1.0	1.05
Golf Head Coach	.70	.75	.80	.85
Lacrosse Head Coach	.70	.75	.80	.85
Soccer Head Coach	.90	.95	1.0	1.05
Soccer Assistant Coach	.70	.75	.80	.85
Softball Head Coach	.90	.95	1.0	1.05
Softball Assistant Coach	.70	.75	.80	.85
Swimming Head Coach	.90	.95	1.0	1.05
Swimming Assistant Coach	.70	.75	.80	.85
Tennis Head Coach	.70	.75	.80	.85
Tennis Assistant Coach	.50	.55	.60	.65

Track Head Coach	.90	.95	1.0	1.05
Track Assistant Coach	.70	.75	.80	.85
Volleyball Head Coach	.90	.95	1.0	1.05
Volleyball Assistant Coach	.70	.75	.80	.85
Wrestling Head Coach	1.10	1.15	1.20	1.25
Wrestling Assistant Coach	.90	.95	1.0	1.05

## II. ADVISORS

### High School Positions

	<u>Previous Years Of Experience</u>			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Academic Challenge	.30	.40	.45	.50
Amnesty International	.25	.30	.35	.40
ASL	.25	.30	.35	.40
Assistant Band Director HS	.40	.50	.55	.60
Chess Team	.25	.30	.35	.40
Choir	.25	.30	.35	.40
Class Advisor - Senior	.60	.65	.68	.70
Class Advisor - Junior	.40	.45	.50	.55
Class Advisor - Sophomore	.40	.45	.50	.55
Class Advisor - Freshman	.40	.45	.50	.55
Council for Exceptional Children	.25	.30	.35	.40
DAC Scholar Advisor	.30	.40	.50	.60
Debate	1.0	1.11	1.22	1.33
Debate Assistant	.50	.55	.60	.65
Drama Director (per semester)	.60	.70	.80	.90
Dramatics Assistant-Tech. (per semester)	.60	.65	.70	.75
Dramatics Assistant-Music (per semester)	.60	.65	.70	.75
Dramatics Assistant-Costume (per semester)	.45	.50	.55	.60
Drill Team (per season – fall, winter)	.35	.40	.45	.50
Ecology	.25	.30	.35	.40
Introspect Advisor	.25	.30	.35	.40

J.C.W.A. Assistant	.25	.25	.25	.25
Leadership Advisor	.30	.40	.45	.50
Leadership Assistant	.30	.30	.30	.30
Library Club	.20	.20	.20	.20
Multi-Cultural Club	.25	.30	.35	.40
Musical / White and Gold	.60	.65	.70	.75
National Honor Society	.30	.40	.45	.50
Newspaper HS	1.00	1.11	1.22	1.33
Peer Leadership/SADD	.25	.30	.35	.40
Robotics Club	.60	.65	.70	.75
Robotics Assistant	.25	.25	.25	.25
Science Olympiad	.30	.40	.45	.50
Senior Search	.30	.40	.45	.50
Senior Slide Show	.20	.20	.20	.20
Stock Market Club	.25	.30	.35	.40
Student Activities Coordinator	.90	.95	1.0	1.05
Student Council Advisor	.90	.95	1.0	1.05
Student Council Assistant	.40	.45	.50	.55
Thespian Club	.30	.40	.45	.50
Vo-ed Teacher/Competition	\$1,288.11 *			
Yearbook Business Advisor	.50	.60	.65	.70
Yearbook Layout Advisor	1.0	1.11	1.22	1.33

### III. ADVISORS

#### Middle School

Advisory Coordinator MS	.40	.50	.55	.60
Choir	.25	.30	.35	.40
DAC Scholar Advisor	.30	.40	.50	.60
Discipline Coordinator (per semester)	.15	.20	.25	.30
Dramatics (per semester)	.40	.50	.60	.70
Kids Care	.35	.40	.45	.50

Newspaper	.35	.40	.45	.50
Peer / SADD	.25	.30	.35	.40
Science Club – Olympiad	.30	.40	.45	.50
Student Council	.35	.45	.55	.65
Team Leader – 6 <sup>th</sup> Grade	.60	.65	.70	.75
Team Leader – 7 <sup>th</sup> Grade	.60	.65	.70	.75
Team Leader – 8 <sup>th</sup> Grade	.60	.65	.70	.75
Yearbook	.60	.65	.70	.75
WEB	.20	.25	.30	.35

**Elementary Positions**

	<u>Previous Years Of Experience</u>			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
<b>Hilltop</b>				
Chess Club	.25	.30	.35	.40
Choir	.25	.30	.35	.40
DAC Scholar Advisor	.30	.40	.50	.60
Greenhouse	.25	.30	.35	.40
Intramurals	.60	.65	.70	.75
Newspaper	.25	.30	.35	.40
Sign Choir	.25	.30	.35	.40
Student Council	.25	.30	.35	.40
Summer Academy Coordinator	.15	.20	.25	.30
Team – 3 <sup>rd</sup> Grade	.15	.15	.15	.15
Team – 4 <sup>th</sup> Grade	.15	.15	.15	.15
Team – 5 <sup>th</sup> Grade	.15	.15	.15	.15
Yearbook	.30	.40	.45	.50
<b>Bryden</b>				
Book Club	.20	.25	.30	.35
Chess Club	.20	.25	.30	.35
Summer Academy Coordinator	.15	.20	.25	.30

**Fairmount**

Preschool Director 1.1 1.15 1.2 1.25

**District Positions**

Athletic Facilities Scheduler 1.5 1.55 1.6 1.65

DAC Chairperson .40 .45 .50 .55

Band Director .70 .83 .96 1.1

Director of Orchestra .70 .83 .96 1.10

Destination Imagination (per team)

1-2 Teams .35 .40 .45 .50

3 Teams .60 .65 .70 .75

4 Teams .85 .90 .95 1.0

5+ Teams 1.1 1.15 1.2 1.25

LPDC Chairperson 1.00 1.11 1.22 1.33

Lead Mentor Teacher .25 .25 .25 .25

Mentor – EYT – 1 Teacher .30 .35 .40 .45

Mentor – EYT – 2 Teachers .60 .65 .70 .75

Subject Coordinators .60 .65 .70 .75

- Music / Arts Pre-K – 12
- World Language 6 -12
- Health & PE Pre-K – 12
- Language Arts Pre-K – 5
- Language Arts 6 -12
- Library / Tech Pre-K – 12
- Math 6 – 12
- Math Pre-K – 5
- Science 6 – 12
- Science Pre-K – 5
- Social Studies 6 - 12
- Social Studies Pre-K – 5
- Pupil Services Pre-K – 5
- Pupil Services 6 – 12

Vo-ed Excel TECC Coordinator

\$1,288.11 \*

\* = Consortium Funding

**APPENDIX 6**

**Beachwood Federation of Teachers  
GRIEVANCE FORM**

Name of Grievant(s): \_\_\_\_\_  
\_\_\_\_\_

Date of Informal Meeting - Grievance Step 1: \_\_\_\_\_  
\_\_\_\_\_

Principal/Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_

Parties present at Step 1 meeting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution at Step 1 meeting: \_\_\_\_\_  
\_\_\_\_\_

**Step 2 (Principal/Immediate Supervisor)**

Date of Occurrence/Statement of Problem: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution Sought: \_\_\_\_\_

\_\_\_\_\_

and be made whole for \_\_\_\_\_

\_\_\_\_\_

and any and all losses.

Documents Attached: \_\_\_\_\_

Principal/Immediate Supervisor: \_\_\_\_\_

**Step 3 (Superintendent/Designee)**

Date of Step 2 meeting: \_\_\_\_\_

Date of Receipt of Step 2 meeting disposition: \_\_\_\_\_

Date of submission for Step 3 meeting: \_\_\_\_\_

Superintendent/Designee: \_\_\_\_\_

Parties present at Step 2 meeting: \_\_\_\_\_

\_\_\_\_\_

Documents attached: disposition from Step 2 meeting and: \_\_\_\_\_

**Step 4 (Board of Education)**

Date of Step 3 meeting: \_\_\_\_\_

---

Date of receipt of Step 3 meeting disposition: \_\_\_\_\_

---

Date of submission for Step 4 meeting: \_\_\_\_\_

---

Superintendent/Designee: \_\_\_\_\_

---

Parties present at Step 3 meeting: \_\_\_\_\_

---

Documents attached: disposition from Step 2 and Step 3 meetings and: \_\_\_\_\_

**Step 5 (Arbitration)**

---

Date of Step 4 meeting: \_\_\_\_\_

---

Date of Receipt of Step 4 meeting disposition: \_\_\_\_\_

---

Date of submission for Step 5 meeting: \_\_\_\_\_

---

Superintendent/Designee: \_\_\_\_\_

---

Parties present at Step 4 meeting: \_\_\_\_\_

Documents attached: Disposition from Step 2, Step 3, and Step 4 meetings and: \_\_\_\_\_

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