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10/02/2013

# MASTER CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE  
BEACHWOOD CITY SCHOOL DISTRICT

AND THE

BEACHWOOD EDUCATIONAL INTERPRETERS UNION,  
AFT, LOCAL 6358

Effective September 1, 2012 through June 30, 2014  
Approved by the Board of Education on August 30, 2012  
Through Resolution #08-12-359 and Subsequently Through Resolution #02-13-072 on  
February 11, 2013

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## CONTRACT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Contract" or "Master Contract" or "Agreement") made and entered into by and between the BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT (hereinafter referred to as "Board of Education" or "Board" or "District") and the BEACHWOOD EDUCATIONAL INTERPRETERS UNION, AFT, Local 6358 (hereinafter referred to as "Union" or "BEIU"), 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** While this collective bargaining agreement was originally entered into on or about August 30, 2012, the parties agreed to re-open the agreement for the limited purpose of re-negotiating Article 1 C and Article 10 A 5 and 6, and such modifications shall be effective on the date of the Board of Education's approval of this modified collective bargaining agreement.
- B. This Contract and the undertakings set forth herein shall expire on midnight on **June 30, 2014**.

### ARTICLE 2. GENERAL TERMS

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment of the District and the BEIU. 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 Educational Interpreters Union, AFT, Local 6358 as the sole and exclusive negotiations representative of all full-time and part-time certificated/licensed Educational Interpreters employed by the Beachwood City School District subject to the Certification issued by the State Employment Relations Board on July 27, 2006 in SERB Case No. 06-REP-05-0075. The bargaining unit covered by this Agreement specifically excludes all administrators/supervisors, staff covered by the Beachwood Federation of Teachers bargaining unit, classified staff, educational assistants, and deaf mentors. The recognition granted herein upon the BEIU as the sole and exclusive negotiations agent and representative shall remain in full force and effect for the term of this Agreement, subject to the provisions of Chapter 4117 of the Ohio Revised Code.

## B. Check-off

1. The District will deduct any initiation fees and dues levied by the Union from the pay of the 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 signature.
2. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization within 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 of 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 15<sup>th</sup> 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 Union 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 Union will comply in all respects with Ohio Revised Code 4117.09(C) and any other law applicable to fair share fees.
5. The Union 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 Union or a group of employees represented by the Union of a violation of an express provision of this Contract. If an employee believes a violation of this Contract has occurred the employee, either alone or in the company of a Union school representative, shall first discuss the matter with his/her principal or other immediate supervisor in an effort to resolve the matter informally.
- B. If not settled in this manner, the grievance shall be reduced to writing and shall be filed by the grievant with his/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 written grievance is not filed within the foregoing time limit, the grievance shall be considered waived and further action barred. The written grievance filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date 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.
- C. **Step 1:** Not later than five (5) days after a grievance is filed, the principal or other immediate supervisor will notify the grievant and the Union school representative of the date, time, and location of the meeting in Step 1, 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 Union representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the meeting in Step 1, the principal, or other immediate supervisor, shall submit his disposition in writing to the grievant and a copy shall be given to the Union school representative.

If the nature of the grievance is not building specific (i.e., healthcare), the grievant may immediately proceed to Step 2 of the Grievance Procedure which shall be noted on the grievance form when initially filed. Provided, however, 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 2:** If the grievance is not settled at Step 1, the grievant may, not later than ten (10) days after receipt of the written disposition at Step 1, submit to the Superintendent a written request for a meeting in Step 2 for the purpose of settling the grievance.

Not later than five (5) days after receipt of such a request, the grievant and the president of the Union shall be notified of the time and location of the meeting in Step 2, which date shall not be later than ten (10) days after the date of notification. The meeting in Step 2 shall be before the Superintendent or such member of the Superintendent's staff as he shall designate. The grievant shall be present and a Union representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the hearing in

Step 2 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 Union.

- E. **Step 3:** If the grievance is not settled at Step 2, the grievant may, not later than ten (10) days after the receipt of the written decision in Step 2, submit to the Superintendent a written request for a meeting in Step 3 for the purpose of settling the grievance. 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 in Step 3, which date shall be not later than ten (10) days after the date of notification. The meeting in Step 3 shall be before the Board of Education or a committee of the Board of Education consisting of at least three (3) of its members. At that meeting, the grievant shall be present with Union representation if the grievant so requests. Not later than ten (10) days after the conclusion of the hearing at Step 3, the Board of Education shall submit its disposition in writing to the grievant and a copy shall be given to the president of the Union.
- F. **Step 4:** If requested in writing by the grievant, the Union may, not later than fifteen (15) days after receipt of the written decision of the Board of Education at Step 3, refer the grievance to a disinterested third person by giving written notice to the Superintendent of Schools of its desire to do so. Not later than ten (10) days after such notice is given; representatives of the Board of Education and of the Union shall meet to select the third person. If the parties are unable to reach mutual agreement, 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 Union.
- G. The disinterested third person mutually selected by the parties 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 Union, 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. In determining the time limits provided herein, Saturdays, Sundays, holidays, winter and spring breaks shall be excluded.
- 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 Union, the Union shall have the right on its request to have a Union 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 Union.
- 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 Union.
- L. If any of the deadlines occur during the summer recess, the parties will meet to discuss an alternative schedule of proceedings which, if mutually agreeable, will be committed to writing and substituted for the deadlines otherwise provided in this Article.

**ARTICLE 5. PERSONNEL FILES**

- A. Material concerning an Educational Interpreter's conduct, performance, service, character, or professionalism may be placed in the Educational Interpreter's file after the Educational Interpreter has been permitted to read the material. The Educational Interpreter shall acknowledge that he has read such material by affixing his 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 Educational Interpreter refuses to sign, a dated note to that effect will be attached to the material files.
- B. An Educational Interpreter shall be permitted to examine his file during normal business hours in the presence of the Superintendent or his designee. The Educational Interpreter may make copies of any material placed in his file after his employment by the Board of Education.
- C. By mutual agreement of the Educational Interpreter and the Superintendent, material that has been found inappropriate or inaccurate shall be removed from the Educational interpreter's file.
- D. An Educational Interpreter 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 Educational Interpreter's file must be identified in such a manner that the author and the person placing the material in file are known.

**ARTICLE 6. COMMUNICATIONS**

- A. In order to foster regular communications between the parties, the Superintendent/Designee and the President of the BEIU will meet at least once per semester, or as the parties may need, to discuss, explore, and study issues of concern to the BEIU and District. Upon their mutual approval, they may make recommendations (including the establishment of committees) to clarify and revise the Agreement, subject to the approval of the members of the BEIU and the Board of Education.
- B. The District will make space available on the main bulletin board in each staff lounge for the purpose of posting notices or information. The BEIU may use the District's electronic communication for the purpose of posting school-related notices, but not for conducting the Union's business.

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

Educational Interpreters will be paid on the fifteenth (15<sup>th</sup>) day and last day of each month over twelve (12) months. All Educational Interpreters 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. Educational Interpreters shall have access to direct deposit information through technology utilized by the District.

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

##### A. Sick Leave

1. Each full-time Educational Interpreter 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 (1 ¼) days per month and the unused sick leave days shall be accumulated to a maximum of 250 days. Educational Interpreters who render (or have rendered prior to the commencement of this Agreement) part-time service (i.e. less than 35 hours per week or on a reduced school year schedule ) shall be entitled to earn paid sick leave on a prorated basis in relation to their respective FTE.
2. Educational Interpreters are not eligible to use more than 250 days of sick leave during the duration of this Contract.
3. Educational Interpreters, upon approval of the responsible administrative officer of the 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 Educational Interpreter's immediate family (which, for the purposes of paid sick leave, 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 an Educational Interpreter suffering from a serious injury, illness, or other conditions applies for retirement due to disability, he 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 Educational Interpreter may nonetheless qualify for the payment of unused sick leave as provided in Article 10.
5. The Superintendent may require an Educational Interpreter to submit a physician's statement or other evidence in any case involving suspected sick leave abuse.
6. Educational Interpreters who are on any unpaid leave shall not be entitled to earn any sick leave.
7. Educational Interpreters shall use good faith efforts to schedule visits to healthcare providers outside of his/her regular workday.
8. An Educational Interpreter, within the first 12 months of his/her employment, may upon written request be granted an advance of up to five (5) paid sick days provided however that an Educational Interpreter who separates from employment with the Board prior to repaying the advanced sick days shall be subject to payroll deduction to cover the cost of same.
9. Paid sick leave time may not be taken in increments less than ½ day.
10. Falsification and/or other abuse of paid sick leave and any school record associated with such leave may be just cause for discharge from employment.

#### B. Pregnancy/Adoption

1. An Educational Interpreter shall be granted an unpaid maternity leave of absence for childbirth or child adoption as provided for under the Family & Medical Leave Act (FMLA) of 1993. After the birth or adoption of a child during the period from August 1<sup>st</sup> through the last day of classes of that school year, an Educational Interpreter 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>, an Educational Interpreter may use accumulated sick leave for the first six (6) weeks of the following school year. The use of FMLA and sick leave run concurrently, not consecutively.
2. The Educational Interpreter shall provide a statement from her doctor stating the expected date of delivery.
3. The Educational Interpreter 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. An Educational Interpreter 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. An Educational Interpreter 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 1<sup>st</sup> 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 1<sup>st</sup>.
6. An Educational Interpreter who has at least three (3) years of uninterrupted service in the District at the time of the child's birth/adoption shall, upon written request, be granted a one-time unpaid leave up to two (2) years for child rearing or adoption. 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 1<sup>st</sup> of that school year, and the Educational Interpreter shall return to work at the beginning of the ensuing school year.

If an Educational Interpreter 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 1<sup>st</sup>, in which case she may be eligible for a child rearing leave for the succeeding school year.

7. An Educational Interpreter who has less than three (3) years of uninterrupted service in the District at the time of the child's birth/adoption may be granted unpaid maternity and/or child rearing leave not to exceed her current school year, unless the birth of her child occurs on or after March 1<sup>st</sup>, in which case she may be eligible for a child rearing leave for the succeeding school year.
8. When calculating eligibility for unpaid maternity leave under subsections B. 6. and B. 7. of this Article, a year of service must be an actual school year of work excluding any periods of leave or unexcused absence.

#### C. Paternity Leave/Adoptive Leave

A male Educational Interpreter 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. An Educational Interpreter shall be entitled to earn three (3) paid personal leave days during each year of employment with the Board provided the Educational Interpreter is in active pay status. Unused personal business absence days shall be added annually to accumulated sick leave provided that an Educational Interpreter's accumulated sick leave shall not exceed 250 days.
2. Personal business leaves shall not be granted for a work day preceding or a work day following holidays or vacations and cannot be used consecutively. Personal leave days may not be taken during the months of August and June. Upon written application, the Superintendent, in his sole discretion, may grant an exception to these restrictions in cases of bona fide emergencies or similarly substantial reasons.
3. The number of Educational Interpreters 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 view the needs of the schools.
4. Educational Interpreters who are on any unpaid leave shall not be entitled to earn paid personal leave.
5. Personal leave may only be used to conduct personal business which cannot be conducted outside the confines of the Educational Interpreter's workday. Personal leave may not be used to engage in any other gainful employment and/or to seek other gainful employment. Personal leave may not be used for recreation or as a vacation day or sick day. Personal leave may be used for, but not limited to, observance of bona fide religious obligations which cannot be met before or after the workday; mandatory court appearances; moving/relocation; necessary legal matters which can only be met during work hours; participation in award programs and other activities aimed at professional growth; where there is significant damage to one's dwelling; and graduation/wedding/military ceremonies of a family member.
6. An Educational Interpreter wishing to use personal leave shall submit a written request at least seven (7) days prior to the requested personal leave day. The Board shall respond to the requested use of personal leave promptly but not later than three (3) days before the requested personal leave day. An Educational Interpreter who fails to adhere to the requirements of this section shall not be eligible to use personal absence leave, except in cases of verified, bona fide emergency situations as determined by the Superintendent/Designee.
7. Personal leave time may not be taken in increments less than ½ day.
8. The Superintendent may grant or deny such request if the Educational Interpreter fails to comply with the terms of this Article.

9. Falsification and/or other abuse of personal leave and any school record associated with such leave shall be considered just cause for discharge from employment.

E. Professional Development

Educational Interpreters may seek professional development through conferences and/or workshops with approval from their principal or supervisor.

F. Assault Leave

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

G. Funeral Leave

An Educational Interpreter may take no more than three (3) paid leave days annually (by contract year) of funeral leave due to a death in his/her immediate family. For the purpose of funeral leave, "immediate family" means member's spouse, parent, sibling, grandparent, child, grandchild, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, and uncle. If an Educational Interpreter experiences the death of more than one immediate family member in any one contract year and previously utilized all of his/her funeral leave, s/he may utilize up to three (3) days of accumulated sick leave for each such occurrence. If any Educational Interpreter, on any one occurrence, needs more than three (3) days of leave under this Section, s/he may only utilize accrued and unused personal leave or paid vacation leave.

H. Family & Medical Leave

Educational Interpreters may utilize the Family & Medical Leave Act in accordance with federal law and Board guidelines.

I. Miscellaneous

An Educational Interpreter 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. NOTIFICATION OF VACANCIES**

A. If the Superintendent determines to fill a vacant Educational Interpreter position, the Superintendent/Designee shall notify the President of the Union, by letter, of such vacancies as they occur. In the event school is not in session, the Superintendent/Designee shall notify the President of the Union by letter and also attempt to notify by phone of such vacancies as they occur.

- B. Posting of vacancies shall appear in each building and on the Board's electronic mail system seven (7) days prior to Board action.

#### **ARTICLE 10. PAYMENT OF UNUSED SICK LEAVE FOR RETIREMENT**

- A. An Educational Interpreter employed by the Board of Education may elect, if eligible, at the time of retirement from active service under the School Employees Retirement System Law, and with ten (10) or more years of service with the Board of Education, to be paid in cash for thirty-two percent (32 %) of the value of his accrued but unused sick leave credit. Such payment shall be based on the Educational Interpreter'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 Educational Interpreter at that time. Such payment shall be made only once to any Educational Interpreter. The maximum payment which may be made shall be .32 of 175 (56 days), plus 1/12 of accumulated sick days over 175. Payments shall be made only upon fulfillment of the following conditions:
1. The Educational Interpreter requests, in writing, to the Superintendent such payment prior to his first day of retirement.
  2. The Educational Interpreter must be in active service for the year immediately prior to retirement.
  3. The rate paid will be the per diem rate of the Educational Interpreter's annual salary notice in effect at the time of retirement. Supplemental contracts, extended service, overtime, or any other compensation are not included in this calculation.
  4. The Educational Interpreter must present satisfactory evidence to the Treasurer that s/he is eligible for School Employees Retirement System (SERS) retirement. Upon SERS retirement, one-half (1 /2) of the severance payment will be made within forty-five (45) days of the effective date of retirement, with the balance being paid the following January. Any deferral of severance pay to a 403b or 457 Plan must meet all applicable requirements of the Internal Revenue Code.
- B. If the Board ceases its role as fiscal agent in accordance with Article 26 herein, the Board will offer the severance benefit under Section A of this Article to those Educational Interpreters who are laid-off as a direct result. An Educational Interpreter eligible for the severance benefit under this Subsection shall elect in writing to receive the benefit at least 10 days prior to his/her effective date of layoff. An Educational Interpreter who is eligible for retirement shall not be entitled to receive the severance benefit provided in Section B of this Article.
- C. At the time of retirement from active service under the SERS, an Educational Interpreter with ten (10) or more years of service within the District will receive a Dedicated Service Award of \$2,500 as long as the Educational Interpreter notifies the

Superintendent/Designee in writing of his retirement by March 15<sup>th</sup> of the year of retirement.

## **ARTICLE 11. INSURANCE**

- A. A group term life insurance policy will be provided for each Educational Interpreter. The amount of the policy for full-time (35 hours per week) Educational Interpreters shall be fifty thousand dollars (\$50,000). The amount of the policy shall be prorated for Educational Interpreter working part-time.
- B. Healthcare 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, an Educational Interpreter must regularly work no less than twenty-five (25) hours per week throughout the course of his/her regular work year. The eligibility standard identified in this provision shall apply to all Educational Interpreters during the term of this Contract, and no Educational Interpreter shall be grandfathered under any previous insurance eligibility determination.
  2. The Board of Education can seek bids for all various components of healthcare for similar coverage from any source and maintains the right to accept such bids. 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 coverage provided by the present carrier(s) as of the effective date of this contract. While the Board of Education retains the final decision concerning the carrier(s), the Board of Education will consult with the Beachwood Healthcare Committee prior to any change in carrier(s). The Board of Education will also notify the BEIU 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.
  3. Spousal Certification, effective September 1, 2012. If an eligible Educational Interpreter'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 Educational Interpreter shall complete and submit the necessary documentation to the Board annually relating to the working/retired spouse's coverage. Failure of the Educational Interpreter to do so shall result in the immediate loss of eligibility for the Educational Interpreter's spouse for healthcare, prescription drug, dental and/or vision).
    - a. This provision applies only to those Educational Interpreter's determined to be

eligible for insurance coverage as defined in this Article.

- b. A spouse of an eligible Educational Interpreter 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. An Educational Interpreter, 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.
4. When an Educational Interpreter is married to another employee of the District, only one will be eligible to enroll in health, dental, prescription drug plan, and vision coverage for both individuals.
5. Eligible Educational Interpreters who elect to forego all insurance coverage provided by the Board (healthcare and prescription drug only) shall be eligible for a one-time annual payment of \$2,000. An eligible Educational Interpreter’s insurance coverage waiver shall apply to one-full 12-month year. The \$2,000 annual payment shall be paid in 50% installments twice during the relevant 12-month period (May and November) after the Educational Interpreter completes his/her employment for which the insurance coverage would have been in effect. Eligible Educational Interpreter who completes a partial employment year will receive a pro-rated payment commensurate with the partial employment year. This provision applies only to those Educational Interpreters determined to be eligible for insurance coverage as defined in this Article and shall be prorated for any partial year. (See Appendix C)
6. Plan Designs. Effective September 1, 2012, eligible Educational Interpreters shall be entitled to the healthcare, prescription drug, dental and vision benefit coverage identified below:

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

7. Contribution. Effective September 1, 2012, full-time (35 hours) Educational Interpreters 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. For those Educational Interpreters regularly scheduled to work less than thirty-seven and one-half (35) 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 (35) and the Educational Interpreter's regular weekly hours; the denominator shall be thirty seven and one-half (35). For example, an Educational Interpreter who is regularly scheduled to work 28 hours per work week will be responsible for 30%: 35 hours minus 28 hours = 7 hours; 7 hours divided by 35 hours = 20% *plus* 10% for a total contribution of 30% for monthly premiums for healthcare, prescription drug, dental and vision coverage.

8. 125 Flexible Benefits Plan (Flex Pro). Educational Interpreters have the option to participate in the 125 Flexible Benefits Plan. This Plan allows Educational Interpreters to participate in medical reimbursement up to \$2,500; dependent care reimbursement up to \$5,000; and premium pass-throughs of Educational Interpreters contributions for insurances. The Board may change the 125 Plan's reimbursement limits from time to time as it may determine in its sole discretion. Information regarding this Plan is available through the Treasurer's office. There is an open enrollment period once during the plan year. Any money left unused in the reimbursement accounts at the end of the plan year 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 plan year, he will be responsible to re-pay the Board of Education for any medical reimbursement that exceeds the balance of available funds in his 125 Flexible Benefits Plan account at the time that his employment ends.

- a. On January 1, 2013, the Board shall contribute \$500 to a flexible spending account ("FSA") for each regular Educational Interpreter 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 Educational Interpreter 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 Educational Interpreters 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 Educational Interpreter must have been employed by the Board as of January 1, 2013. Educational Interpreters shall make an irrevocable election under this subsection on or before December 15, 2012.

b. The Board shall waive the employee's monthly participation fee but only for calendar year 2013.

9. 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 12. COMPENSATION**

- A. **2012-2013 Contract Year (0% increase in the base salaries with no steps).** For the 2012-2013 contract year of this Agreement, Educational Interpreters shall be compensated pursuant to the salary schedules at Appendix D applicable to the 2012-2013 contract year; there shall be no increase in the base salary for any Educational Interpreter above the 2011-2012 contract year and no step increase above each Educational Interpreter's respective step during the 2011-2012 contract year, except that Educational Interpreters may be eligible to change "lanes" for additional semester hours as noted below and on the applicable salary schedules in Appendix D.
- B. **2013-2014 Contract Year (1.75% increase in the base salaries with steps).** For the 2013-2014 contract year of this Agreement, Educational Interpreters shall be compensated pursuant to the salary schedules in Appendix D applicable to the 2013-2014 contract year. For the 2013-2014 contract year, eligible Educational Interpreters shall move one (1) step on the salary schedule from the step held by the Educational Interpreters during the 2011-2012 contract year.
- C. An Educational Interpreter must provide a copy of the EIPA scores and/or RID/NAD certification to the Superintendent/Designee by August 15 to receive compensation and movement in the salary schedule for the school year.
- D. If a principal or other administrator requests an Educational Interpreter to work—regardless of whether such work is interpreting or other student-related work—instead of taking an unpaid lunch, before or after his regular workday, or on additional days, the Educational Interpreter will receive spot sub pay at his hourly rate, pro-rated to any portion of an hour but no less than a quarter (1/4) hour. The Educational Interpreter may decline such extra work requiring the Educational Interpreter to

work in lieu of an unpaid lunch. Other work opportunities include but are not limited to providing interpreting services at any of the following: before and after school student activities, before and after school meetings, convocation, and graduation. Other work opportunities may include lunchroom duty and such other work as directed by the principal or other administrator.

- E. On an overnight stay, an Educational Interpreter's hourly pay ends when all activities are concluded for that day/evening.
- F. All working hours for extra work will be documented on a time card, verified by the Superintendent/Designee and submitted to the Treasurer.
- G. A Educational Interpreter will advance one step on the applicable salary schedule, provided that: a) the Educational Interpreter worked 120 school days or more during the preceding school year; and b) the Educational Interpreter has not already reached the maximum step on the salary schedule . For purposes of this provision, an Educational Interpreter'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 an Educational Interpreter worked 120 school days or more during the preceding school year.
- H. Salary Schedule Placement: Educational Interpreters, without a verifiable EIPA score of three and one half (3.5) or higher, shall be placed at the time of initial employment in lane "A". At the Superintendent's discretion, Educational Interpreters with a verifiable EIPA score of three and one half (3.5) or higher may be placed at the time of initial employment in lane "B" if the Educational Interpreter achieved an EIPA score of 3.5 but less than 4.0 or "C" if the Educational Interpreter achieved an EIPA score of 4.0 or higher.
- I. Salary Schedule Advancement. Notwithstanding Section A herein, an Educational Interpreter shall advance from one lane to another lane on the applicable salary schedule provided that the Educational Interpreter has produced appropriate evidence of advanced achievement as follows:
  - 1. For advancement to lane "B" an Educational Interpreter must have, prior to August 15, achieved a score of three and one half (3.5) or higher but less than four (4.0) on the EIPA with at least one year of employment as an Educational Interpreter in the Beachwood City School District.
  - 2. For advancement to lane "C" an Educational Interpreter must have, prior to August 15, either:
    - a) achieved RID certification through National Interpreter Certification (NIC) or National Association of the Deaf (NAD) and been employed for at least two (2) years as an Educational Interpreter with Beachwood or

b) achieved a score of four (4.0) or higher on the EIPA with at least one year of experience with Beachwood as an Educational Interpreter.

J. Only Educational Interpreters hired on or before the effective date of this Agreement shall be eligible for the additional compensation described in this section. After completing fifteen (15) years of service to the District, the Educational Interpreter shall receive additional compensation as follows:

Years sixteen (16) - nineteen (19)	\$750
Years twenty (20) – twenty-four (24)	\$1,000
Years twenty-five (25) - retirement	\$1,250

The additional compensation shall be paid in one lump sum on the first pay in December of each year.

K. While in the active employment of the Board, an Educational Interpreter who successfully earns RID certification through NIC or EIPA shall be reimbursed on a one time only basis the cost of such examination up to five hundred (\$500) dollars upon submission of appropriate receipts.

### **ARTICLE 13. MANAGEMENT RIGHTS**

A. The District retains the sole and exclusive right to manage its operations, buildings, plants, and to direct the workforce consistent with the provisions of this Contract. The right to manage shall also include the authority to establish policy and procedures governing and affecting 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. To 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.

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

#### **ARTICLE 14. UNION RIGHTS**

- A. The Union shall have access to school mailboxes and inter-school mail delivery.
- B. The Superintendent will authorize the Union up to a maximum of two (2) days of leave with pay per school year to attend Union meetings, conferences, or conventions. This leave shall be paid release time and is limited to a total of two (2) days per year (not per member). These two (2) leave days shall be allocated among the members by the Union President. The only expenses paid by the Board of Education for the meeting will be the cost of a substitute.
- 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 member shall be allowed to present the Union's position on the suggested changes to the Board Policies at the Board of Education meeting on which the recommendation will be considered as part of the Board of Education's meeting agenda.
- D. The Union President shall be placed on the regular mailing list for Board of Education agendas, using the in-school mail system. U.S. Mail will be used when school is not in session.

#### **ARTICLE 15. WORKING CONDITIONS**

- A. In order to be considered full-time, an Educational Interpreter must work thirty five (35) hours per week, or seven (7) hours per day, five (5) days per week, during the school year. A full-time Educational Interpreter's paid work day shall be seven (7) hours long plus one half (½) hour for an unpaid lunch. The starting time of a full-time Educational Interpreter's work day shall be determined by the Superintendent/Designee based on District needs. Part-time Educational Interpreters shall be scheduled for work as needed and based on District needs. An Educational Interpreter's work day may also include in-service, professional meetings, and conferences as assigned by the Superintendent/Designee.
- B. The work year for Educational Interpreters shall consist of 181.5 days serving students plus 3 days of staff development.
  - 1. The 181.5 days of serving students shall follow the Board-approved school calendar and shall be comprised of the following workdays: 181 student attendance days of providing educational interpreting services to students; and ½ day of educational interpreting services during an evening Open House.

2. The 3 days of staff development shall occur on the days specified in the Board-approved school calendar and shall include the following: 1 day of staff development on Convocation Day (which is the first day of the school year for teaching staff); and 2 days of professional development on the Staff In-Service Days in the Board-approved calendar. The staff development days will be specified on the Educational Interpreter's annual work calendar and made available to the Educational Interpreters by August 15<sup>th</sup> of each year.
3. The Director of Pupil Services shall determine each Educational Interpreter's primary assigned school building by August 15<sup>th</sup> of each year.

#### C. Open House & Parent-Staff Conferences

1. All schools having Open House programs shall release Educational Interpreters on the day of the Open House, after students have been dismissed for the day.
  - a. All Educational Interpreters are required to attend and provide educational interpreting services during 1 evening Open House which will count as ½ work day of serving students.
  - b. Each Educational Interpreter shall attend the evening Open House scheduled by the Building Principal for the Educational Interpreter's primary assigned school building.
  - c. Educational Interpreters are expected to provide interpreting services to students and families during the evening Open House and to participate actively in meetings, presentations and other activities during the evening Open House, as directed by the Building Principal.
2. Parent-staff conferences scheduled to occur during the evening shall not count as workdays for Educational Interpreters.
  - a. Educational Interpreters may be assigned to work an evening parent-staff conference in which case the Educational Interpreter shall be compensated at his/her hourly rates by time card for actual time worked.
  - b. The Director of Pupil Services, with input from the Building Principal and Educational Interpreter Coordinator(s), shall review and make any staffing decisions under this Subsection 2.

D. Building Meetings. Each year, Educational Interpreters will participate, at their primary assigned school building, in up to nine (9) unpaid staff meetings of one-half (1/2) hour in length as scheduled by the Superintendent/Designee or the principal before or after the regular work day. Meetings should generally not exceed one-half (1/2) hour in length; however, if the Superintendent/Designee or the principal has an item(s) that may

cause the meeting to exceed the one-half (1/2) hour period, all Educational Interpreters shall be expected to remain for a reasonable period of time. The agenda/notification for the meetings will be posted at least twenty-four (24) hours prior to the meeting whenever possible.

E. Professional Conduct/Appearance. All members of the Beachwood City School District educational community should maintain ethical and professional conduct. Educational Interpreter 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 Educational Interpreter 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.

F. Professional Growth and Continuous Improvement

1. The Board of Education and the Union 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 interpreting services.
2. The Board of Education hopes to create an atmosphere where professional standards are high and professional growth continues. Consequently, a program to encourage professional development has been instituted. The Professional Development Committee may be involved, as needed, in the planning, implementation, and evaluation of professional development activities.
3. In the spirit of professional growth, each Educational Interpreter is urged to take an active part in professional meetings in his field or level of interpreting, to cooperate in workshops, and to read and study in his own field and area. The Superintendent/Designee is authorized to grant permission for attendance at professional meetings, visits to other schools, and attendance at other in-service activities.

G. Travel Reimbursement. Eligible Educational Interpreters shall receive reimbursement at the Internal Revenue Service rate then in effect.

H. Miscellaneous

1. The daily work schedule of an Educational Interpreter required to travel among more than one school building or work location in the same day shall include adequate travel time.
2. The Director of Pupil Services shall meet and discuss an Educational Interpreter's

objection(s) to his/her assigned work schedule provided the Educational Interpreter first makes the request in writing to the Director of Pupil Services and such request includes the specific reasons underlying the objection(s) and related sections or subsections of this Article. The Interpreter Coordinator shall be present at the request of either party.

#### **ARTICLE 16. LICENSURE AND EMPLOYMENT STATUS**

- A. The Board of Education shall make available to all Educational Interpreters a copy of their license. It is the responsibility of each Educational Interpreter to maintain and renew the appropriate licensure, through the Ohio Department of Education, to be an Educational Interpreter. Failure to maintain and/or renew the appropriate licensure to be an Educational Interpreter will be grounds for immediate termination.
- B. During the first year of employment, an Educational Interpreter must obtain and submit to the Human Resources Office by May 30<sup>th</sup> a proficiency score of at least three (3.0) on the Educational Interpreter Performance Assessment (EIPA). The District will arrange for and administer the EIPA one time per school year by January 30<sup>th</sup>. If an Educational Interpreter fails to meet this requirement, the Educational Interpreter will be discharged effective at the conclusion of the school year. An Educational Interpreter hired after January 30<sup>th</sup> must obtain and submit to the Human Resources Office a proficiency score of at least three (3.0) on the EIPA by May 30 of the calendar year following the calendar year of hire, and the requirement in the following subsection will be extended accordingly.
- C. For an Educational Interpreter who does not obtain a proficiency score of at least three and one half (3.5) on the EIPA during the first year of employment, the Educational Interpreter will submit the evaluation report for the EIPA to the Human Resources Office. With input from appropriate District representatives an Educational Interpreter will develop by June 10<sup>th</sup> a professional growth plan (may include mentorship) and implement it at her/his own expense.
- D. During the second year of employment, an Educational Interpreter must obtain and submit to the Human Resources Office by May 30<sup>th</sup> a proficiency score of at least three and one half (3.5) on the EIPA. The District will arrange and administer the EIPA one time per school year by January 30<sup>th</sup>. If an Educational Interpreter fails to meet this requirement, the Educational Interpreter will be discharged effective at the conclusion of the school year.
- E. Educational Interpreters may be terminated for cause in accordance with Article 18 entitled "Discipline and Discharge"

#### **ARTICLE 17. EVALUATION**

- A. The Superintendent/Designee will evaluate Educational Interpreters in the following manner using the District's evaluation tool.

- B. Educational Interpreters shall be evaluated twice (2) per year for the first two years of their employment as an Educational Interpreter. The first observation shall occur prior to October 30 with the formal written evaluation presented prior to November 30. The second observation shall occur prior to March 15 with the formal written evaluation presented prior to April 30.
- C. After completion of two years of employment as an Educational Interpreter for the Board, Educational Interpreters shall be evaluated at least once (1) per year. The observation shall occur prior to March 15 with the formal written evaluation presented prior to April 30.
- D. When the District determines there is a need to modify the evaluation tool the District and the Union shall work collaboratively to modify as needed with final approval through the Superintendent/Designee.

**ARTICLE 18. DISCIPLINE AND DISCHARGE**

- A. An Educational Interpreter shall be subject to discipline and discharge for cause.
- B. Except for serious offenses, principles of progressive corrective action shall be as follows:
  - 1. First Offense – Oral warning and conference with appropriate administrator.
  - 2. Second Offense - Written warning by appropriate administrator.
  - 3. Third Offense - Written reprimand and conference with appropriate administrator.
  - 4. Subsequent Offenses – Suspension without pay or termination, as is deemed appropriate under the circumstances.
- C. For serious offenses, the District may bypass one or more of the steps of progressive discipline.
- D. Serious offenses include but are not limited to safety-related matters, absence from work without approval or leave, assault/fighting, insubordination, incompetence, knowingly falsifying a work-related document, theft, dishonesty, negligence, obscene or profane conduct, dereliction of duty, and any other significant act or omission amounting to malfeasance, nonfeasance, or misfeasance.
- E. Prior to any disciplinary action, a meeting will be held with the Educational Interpreter, his/her representative, and an administrator.
- F. The School District may suspend an Educational Interpreter with or without pay pending disciplinary action under this Article.

- G. The Union will be notified of impending disciplinary actions, and the Educational Interpreter will be permitted to have a Union representative present at disciplinary conferences and meetings.
- H. The grievance procedure set forth at Article 4 is the exclusive remedy for the Union or any Educational Interpreter claiming that the District violated this Article or any other provision of this Agreement.

**ARTICLE 19. SERS PICK-UP**

The Board of Education shall designate each employee's mandatory contribution to the SERS of Ohio as "picked up" by the Board of Education using the salary reduction method of pick-up only. The amount of the employee's income reported by the Board of Education for federal and Ohio income tax purposes shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory SERS contribution.

**ARTICLE 20. REDUCTION IN FORCE**

- A. When the Board of Education decides that it will be necessary to reduce the number of Educational Interpreters it employs, it may make a reasonable reduction for any of the following reasons:
  - 1. Return to duty of regular Educational Interpreters after approved leaves of absence;
  - 2. Suspension of schools;
  - 3. Decreased enrollment of the pupils in the District or the DHH Consortium Program;
  - 4. Territorial changes affecting the District;
  - 5. Financial reasons.
- B. In making any such reduction, the Board of Education shall proceed to suspend the employment of Educational Interpreters in accordance with the recommendation of the Superintendent of Schools who shall give preference to Educational Interpreters on the basis of seniority.
- C. For the purposes of this Article, seniority shall be defined as the number of continuous years of service as an Educational Interpreter employed by the Beachwood City School District. Part-time service will receive proportionate credit when calculating the total number of years of continuous service for the purposes of determining an Educational Interpreter's seniority.
- D. On a case-by-case basis, in lieu of suspending employment in whole, the Board of Education may suspend employment in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work and receives a commensurate percentage of the full compensation the employee otherwise would have received.
- E. Any reassignment of Educational Interpreters necessitated by a reduction in force under this

Article shall be the sole responsibility of the Superintendent.

- F. Any Educational Interpreter whose employment is suspended by the Board of Education, pursuant to this Article, shall have the right of restoration, for a period of one (1) year, to future employment by the Board in the order of seniority if and when Educational Interpreter positions become vacant or are created for which any of such Educational Interpreters are or become qualified. Any Educational Interpreter 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 Educational Interpreter will have waived any right to restoration.
- G. In the event of identical seniority, the Educational Interpreter with the highest EIPA score will be considered more/most senior. In the event of a further seniority tie, the Educational Interpreter with National Certification will be considered the more/most senior. Thereafter, the tie breakers shall be the highest number based on the last four (4) digits of the affected Educational Interpreters' social security numbers.
- H. Approved leaves of absence while employed as an Educational Interpreter in the District shall not constitute a break in service for the purpose of calculating seniority provided that the Educational Interpreter returned to work in the District immediately upon the expiration of the approved leave of absence.
- I. In order to qualify for a year of service for seniority purposes, the Educational Interpreter must have worked or been on an approved leave of absence while employed by the Beachwood City School District at least one hundred twenty (120) days during the school year.
- J. Each school year, the District shall provide to the President of the BEIU a seniority list of all Educational Interpreters in the Beachwood City School District, and each Educational Interpreter shall be listed in order of seniority. The seniority list will be deemed correct unless an Educational Interpreter 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.
- K. The BEIU recognizes the Board of Education's right to use independent contractors and/or agencies as short-term and long-term substitute employees.

## **ARTICLE 21. EXTRA WORK OPPORTUNITIES**

- A. Extra interpreting opportunities that occur outside of the normal school day will be offered to Educational Interpreters on a rotating basis. Such work opportunities shall be divided into the following three (3) categories:
  - 1. Meetings
  - 2. Sports
  - 3. Theater

- B. Educational Interpreters shall indicate their desire to work these extra interpreting opportunities by signing up in each, or all, of the above categories. The work shall be offered on a rotating basis, with the first opportunity being offered to the Educational Interpreter with the highest seniority. An Educational Interpreter's refusal to work shall count as a time worked for purposes of the rotation.
- C. Under extraordinary circumstances, the Superintendent/Designee may deviate from the above rotation procedure in offering extra work opportunities. In such an event, the Educational Interpreter who lost the opportunity shall be offered the next available opportunity.
- D. When either the student does not elect to participate in an activity assigned to an Educational Interpreter under this Article and/or such activity is cancelled through no fault of the assigned Educational Interpreter, the assigned Educational Interpreter shall receive compensation in an amount equal to 30 minutes at the Educational Interpreter's hourly rate of pay provided however that such Educational Interpreter reported for such assignment as directed.

## **ARTICLE 22. NEGOTIATING PROCEDURES**

### A. Statement of Principles

1. The Board of Education and the Union 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 Educational Interpreter through collective negotiation 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 Union 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 Union 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 Union shall be served on the Superintendent. Notification in writing from the Board of Education shall be addressed to the President of the Union.

#### D. Bargaining

1. Alternative Models. The Board of Education and the Union 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 fifteen (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 as the parties may agree in the pre-negotiation grounds rules.

#### G. Assistance and Study Committees:

1. Either party may call upon professional and laypersons 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 agreement 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 Union 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 tentative agreements is to develop a package that will be submitted

to the Union and the Board of Education for ratification and approval. Initialing of tentative agreements shall be done in good faith.

4. 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 tentative agreement brought back to the table shall be discussed.

#### K. Disagreement

1. If agreement is not reached within sixty (60) days following the commencement of negotiations, either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediating services shall be shared equally by the Board of Education and the Union. 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 employment of a 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 an agreement is reached or an impasse is declared. In the event of impasse, each party shall submit to the mediator a final list of unresolved issues. The parties agree that the mediation procedure set forth herein constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure and that this mediation procedure operates in lieu of any other procedure set forth in Section 4117.14 of the Ohio Revised Code.

#### 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 Union as exclusive negotiations representative of Board of Education-employed certificated/licensed personnel continues.

### **ARTICLE 23. NO STRIKE OR LOCKOUT**

#### A. No Strike

During the term of this contract, neither the Beachwood Educational Interpreters Union, AFT, Local 6358 nor its bargaining unit members or agents shall engage in, assist in, sanction, or approve any strikes, work slowdowns, withholding of required services or any other concerted activity that impedes or interferes with the normal operations of the Beachwood City School District.

#### B. No Lock-out

During the term of this contract, the Board shall not lock-out bargaining unit members. Nothing in this provision shall limit or in any way affect the Board's rights as set forth

in Article 20, Reduction in Force; Article 26, Cessation of Fiscal Agent Responsibilities; any other provision of this contract, applicable law or Board policy.

## **ARTICLE 24. BEACHWOOD LICENSURE TEAM**

### 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 Professional Development Committee (PDC).

### B. BLT Representation & Compensation

The BLT will consult with the BEIU to review matters involving an Educational Interpreter's IPDP and other related issues.

### C. BLT Handbook

The District has published the BLT Handbook, and the BLT Handbook defines the BLT's organization, role, responsibilities, and administrative matters such as individual professional development plans, professional development units, and appeals. The District may amend the BLT Handbook from time to time as the District may determine.

### D. Professional Development Framework

License initiated or renewed under the new standards requires an Educational Interpreter to create an Individual Professional Development Plan (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 in each building, 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 or CEUs.

E. Legal Compliance

Educational Interpreters are responsible for complying with state laws and regulations regarding licensure.

**ARTICLE 25. INTERPRETER COORDINATOR**

- A. The Board of Education shall appoint one (1) member of the BEIU to serve a one (1) school year term as the Interpreter Coordinator. The Interpreter Coordinator shall perform such work and responsibilities as may be requested by the Superintendent/Designee. The Interpreter Coordinator shall be provided a copy of all Educational Interpreters' schedules for the purpose of filling substitute/spot sub/absence needs, including but not limited to assemblies, field trips, IEP and/or MFE meetings and other meetings.
- B. The Board of Education shall pay to the Interpreter Coordinator an annual supplemental salary of \$2,091 for the 2012-2013 school year and \$2,128 for the 2013-2014 school year. Notwithstanding the foregoing, any Educational Interpreter holding this Supplemental position shall not be eligible for any step increases (*e.g.*, moving from .8 to 1.0) based on additional years of Beachwood service rendered during the 2012-2013 school year but may advance one step for the 2013-2014 school year over the step held by the member during the 2011-2012 school year. . Compensation for the Interpreter Coordinator supplemental position will be based upon the number of years of previous Beachwood experience for the supplemental position.

	<u>Previous Years of Beachwood Experience</u>		
Interpreter Coordinator	<u>1</u>	<u>2</u>	<u>3+</u>
	0.8	1.0	1.2

- C. The Board of Education will provide a laptop computer to the Interpreter Coordinator.
- D. Any appointment by the Board of Education of an Interpreter Coordinator shall be made at the Board's sole discretion and judgment, and the Board reserves the unfettered right to determine who is "qualified" to serve as the Interpreter Coordinator. The Interpreter Coordinator shall—automatically and without notice—non-renew at the end of each school year.

**ARTICLE 26. CESSATION OF FISCAL AGENT RESPONSIBILITIES**

If the Board of Education exercises its right to cease its role as the fiscal agent for the Deaf and Hard of Hearing Consortium Program commonly known as Total Communication Program for Hearing Impaired Students, (hereinafter referred to as the "DHH Program"), the Board of Education may terminate the employment of all Educational Interpreters on the grounds that the District is no longer responsible to

provide Educational Interpreters for the DHH program. The effective date of the discharge of all Educational Interpreters will be no later than the date that the Board of Education concludes its responsibilities as the fiscal agent for the DHH Program.

**ARTICLE 27. 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 the 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 22.
- 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.
- C. To the extent that any civil service laws may apply to BEIU members, the parties agree to "opt- out" of the application of such laws and agree that this Contract, applicable laws, and Board Policy shall govern the parties.

**ARTICLE 28. SIGNATURE LETTER**

Whereupon, the authorized representatives of the BEACHWOOD EDUCATIONAL INTERPRETERS UNION, AFT, Local 6358 and the BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT have set forth their signatures hereunder this \_\_\_ day of \_\_\_\_\_.

Lisa A. Petrucci 2-6-13

Lisa A. Petrucci  
BEIU President/Negotiation Team

Dr. Brian Weiss 2/11/13

Dr. Brian Weiss  
Board President

Pamela Kiner 2/7/13

Pamela Kiner  
BEIU Negotiation Team

Richard Markwardt 2-14-13

Richard Markwardt, Ph.D.  
Superintendent



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Kim Luther  
BEIU Negotiation Team



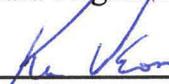
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Michele Mills  
Board Negotiation Team



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Lauren Broderick  
Board Negotiation Team



---

Ken Veon  
Board Negotiation Team



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Robert Hardis  
Board Negotiation Team

**APPENDIX A**

**DUES DEDUCTIONS**

Beachwood Educational Interpreters Union  
AFT/OFT Local #6358

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 Educational Interpreters Union, AFT/OFT Local #6358. 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 Educational Interpreters Union, AFT/OFT Local #6358

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B**

CANCELLATION OF DUES DEDUCTIONS

Beachwood Educational Interpreters Union  
AFT/OFT Local #6358

I hereby notify the Beachwood City School District Board of Education to cancel all dues deduction from my salary checks for the Beachwood Educational Interpreters Union, AFT/OFT Local #6358 starting with my next paycheck.

---

Signature

---

Date

**APPENDIX C**

**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 D**

**2012-2013 Contract Year**

184.5 Days, 7 Hours (1,291.50)

27,748

STEP	Lane A	Lane B	Lane C
1	27,748	28,498	29,498
2	28,442	29,192	30,192
3	29,153	29,903	30,903
4	29,882	30,632	31,632
5	30,629	31,379	32,379
6	31,395	32,145	33,145
7	32,180	32,930	33,930
8	32,985	33,735	34,735
9	33,810	34,560	35,560
10	34,655	35,405	36,405
11	35,521	36,271	37,271
12	36,409	37,159	38,159
13	37,319	38,069	39,069
14	38,252	39,002	40,002
15	39,208	39,958	40,958

**2013-2014 Contract Year**

184.5 Days, 7 Hours (1,291.50)

28,234

STEP	Lane A	Lane B	Lane C
1	28,234	28,984	29,984
2	28,940	29,690	30,690
3	29,664	30,414	31,414
4	30,406	31,156	32,156
5	31,166	31,916	32,916
6	31,945	32,695	33,695
7	32,744	33,494	34,494
8	33,563	34,313	35,313
9	34,402	35,152	36,152
10	35,262	36,012	37,012
11	36,144	36,894	37,894
12	37,048	37,798	38,798
13	37,974	38,724	39,724
14	38,923	39,673	40,673
15	39,896	40,646	41,646

Educational Interpreters will be placed into the salary schedule as follows starting with the 2012-2013 school year and will move accordingly for the life of the contract.

**2012-2013 Contract Year**

Member	Step	Lane
Bettis-Eddie, Patte	15	B
Brooks, Kim	15	B
Harper, Cathy	15	B
Howdieshell, Mark	15	B
Kiner, Pam	15	C
Leffel, Rachel	13	B
Petrucci, Lisa	15	C
Rodriguez, Michele	5	B
Schimberg, Bunny	15	C

**2013-2014 Contract Year**

<b>Member</b>	<b>Step</b>	<b>Lane</b>
Bettis-Eddie, Patte	15	B
Brooks, Kim	15	B
Harper, Cathy	15	B
Howdieshell, Mark	15	B
Kiner, Pam	15	C
Leffel, Rachel	14	B
Petrucci, Lisa	15	C
Rodriguez, Michele	6	B
Schimberg, Bunny	15	C

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