ADMINISTRATIVE PERSONNEL GUIDELINES

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

Effective:
July 1, 2012
through
June 30, 2015

File: BCE-R1

ADMINISTRATIVE PERSONNEL GUIDELINES

These administrative personnel guidelines (last revised June 20, 2011) replace and/or supersede all previous rules, administrative guidelines and procedures that pertain to administrative personnel in the Brecksville-Broadview Heights City School District. Any exceptions to these rules shall be noted in individual contracts.

I Administrative Personnel

A. Enumeration of Positions Covered

High School Athletic Director	218 days
Supervisor of Transportation	260 days
Supervisor of Food Service	200 days
Supervisor of Buildings and Grounds	260 days
Coordinator of Community Relations	150 days
Elementary School Principals	210 days
Elementary School Assistant Principal	210 days
Middle School Principal	218 days
Middle School Assistant Principals	210 days
Director of Pupil Services	218 days
Technology Coordinator	218 days
Director of Human Resources	260 days
High School Principal	260 days
High School Assistant Principals	260 days
High School Assistant Principals (hired after 5/18/09)	210 days
Director of Business Services	230 days
Director of Curriculum and Instruction	260 days

B. Salary Provisions

1. Effective July 1, 2012, employees will be paid at the rates shown on the following schedule at their step placement for the 2012-2013 contract year.

2. For the 2013-2014 and 2014-2015 contract years, employees will be paid at the rates shown on the following schedule and step advancement for service is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.

3. At the Board's option, to be exercised not later than June 15, 2015, the Board may extend the term of the Agreement an additional year, until June 30, 2016. In such event employees will be paid for the additional year at the rates shown on the following schedule and step advancement is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.

4. Step advancement will resume upon the expiration of the term of this Agreement in 2015, or in 2016 if extended.

5. Salary anniversary date to be August 1.

6. Effective upon ratification of this Agreement, there will be a salary freeze (Years of Service Factor and Education) with administrators to resume their normal Service Factor Step and Education Step in 2012-2013. The resumption of the normal step adjustment in 2012-2013 shall occur regardless of rollover.

7. Annual increase on the base of the administrative compensation schedule is included in these guidelines.

8. Computation of a day's salary when this determination is necessary (deduct day, additional workday, severance pay, payment for accrued, unused vacation days, prorating salary or benefits in the event the administrator leaves employ during the term of contract, etc.) will be done in the following manner for 12-month personnel:

9. Total Contract Days 260

10. Less Holidays 12

11. (New Year's Day + one day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving + one day, Christmas + one day)

12. Less Vacation Days

13. Balance divided into Total Annual Salary

14. Employees who work more than 260 contract days in a fiscal year are given an additional day(s) off to compensate for this, upon notification to immediate supervisor.

C. Ohio Deferred Compensation Plan

1. Administrative personnel may contribute to the Ohio Deferred Compensation Plan or any other Internal Revenue Code Section 457 Plan approved by the Board of Education via payroll deductions.

D. Section 125 Plan ("Cafeteria Plan")

1. The Board established a "Cafeteria Plan."

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted on or before September 15th of each school year and may not be revoked during the current plan year (October 1st through September 30th) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Dependent Care FSA

a. Under the Cafeteria Plan, each employee will be allowed to make a pretax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of $4,000 per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical. expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Recovery of Health Care FSA Reimbursements in Excess of Credits

In the event an employee's reimbursement under a health care FSA cannot be offset by a corresponding credit due to separation from employment or an unpaid leave, the Board may withhold the value of the outstanding credit from the employee's remaining paycheck(s).

7. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of $1 per pay per participating member.

E. Board-Paid Fringe Benefits

1. Life Insurance (including Accidental Death and Dismemberment) -- Two times annual salary (or as noted in individual contracts)

2. Hospitalization and Medical Plan

a. The Board shall provide hospitalization and medical insurance coverage through the Medical Mutual of Ohio Plan 1A (Attachment 1) for all administrators working thirty (30) or more hours per week. The lifetime maximum shall be unlimited. Effective January 1, 2011, administrators may opt to participate in the "IDEAL" plan (Attachment 2) during the open enrollment period. The Board will pay 100% of the health and prescription drug premium costs for any administrator participating in the "IDEAL" plan.

b. The Board will pay 85% of the monthly medical insurance premium.

c. Each administrator enrolled in the hospital and medical plan shall have, on a

monthly basis, 15% of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan).

d. All administrative employees are encouraged to have an annual physical examination. The cost of the examination will be paid by the Board to the extent the administrator's insurance does not cover the cost.

3. Dental Plan

a. The Board shall provide a Dental Plan comparable to the current Coresource program (Oasis Trust Dental Plan #B2897), with $1,500 annual maximum, $1,000 lifetime maximum for orthodontics per person, individual deductibility - $25, and family deductibility - $50, for each employee regularly working thirty (30) or more hours per week.

b. The Board will pay 85% of the dental insurance premium.

c. Each administrator enrolled in the dental plan shall have, on a monthly basis 15% of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan).

4. Prescription Drug Plan

a. The Board shall provide a prescription drug plan comparable to the current Caremark program for each administrator regularly working thirty (30) or more hours per week. The co-pays are $5.00 for generic drug, $10.00 for name brand drugs on the formulary list and $18.00 for name brand drugs not on the formulary list.

b. The Board will pay up to 85%of the premium.

c. Each administrator enrolled in the prescription drug plan shall have, on a monthly basis 15% of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan).

5. Other Insurance

It is agreed and understood that in any case where an administrator is covered by another non-contributory hospitalization or welfare plan comparable or better than that provided herein, said administrator must choose coverage under such plan.

6. Spousal Enrollment

a. Effective November 1, 2012, if an employee’s spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

b. This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

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

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

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

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

7. Reimbursement of Spousal Premium

a. For employee spouses who are enrolled their employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars ($125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single medical and prescription coverage. Such reimbursement shall be tax free. Requests for

reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office.

8. Payment in Lieu of Insurance Coverage

An administrator may elect not to receive the Medical/Hospitalization insurance coverage provided above and instead elect to receive additional compensation of $1,500 per year, less applicable payroll deductions, to be paid the first pay in October the following year. In order to elect this option and receive this additional compensation, the administrator must, during the enrollment period (September 1 through September 21) in a given year, complete, sign and file with the Treasurer/CFO of the Board a form indicating his/her election. Once this election is made, it shall remain in effect and the administrator shall not be entitled to receive the coverage provided above for the duration of the one-year period. In the event of a change in the administrator's circumstances (e.g., divorce, death of spouse, spouse loses insurance coverage) after this election has been made, the administrator may elect to receive the insurance coverage after a three (3) month waiting period. There shall be no pre-existing condition exclusion for any administrator who re-enters the insurance program provided above after originally electing not to participate in said program.

9. Vacation Days

a. 20 days for all 260 day employees -- No vacation for administrators who work fewer than 260 days annually. Exceptions may be noted in individual contracts. Two hundred and sixty day administrators with ten (10) years of administrative experience with the district shall receive 25 days of vacation.

b. Earned vacation days are to be used August through July of each year. An administrator may elect to either be paid for accrued unused vacation, or may carryover the accrued unused portion of vacation. Carryover or conversion of vacation days must be requested in writing to the Superintendent by August 1 in accordance with the following guidelines:

   a. All vacation days carried over shall be used by December 31 of each year.

   b. Administrators with less than ten (10) years of district experience may convert up to five (5) days of accumulated but unused vacation. Administrators with ten (10) or more years of district experience may convert up to ten (10) days (Attachment 3).

   c. Accrued unused vacation days will be paid in the first pay in December (during the contract year) and/or the first pay in August (following the conclusion of the contract year) as requested by the administrator.

In the event an administrator's employment is terminated during the contract year, vacation days will be prorated, and unused (prorated) vacation will be paid. Vacation used in excess of the prorated days will be paid back to the district.

10. Personal Leave — Approval to be obtained through the immediate supervisor. Administrators shall receive four (4) personal days per year. The Superintendent may approve additional days.

a. At the administrator's discretion, one (1) personal day may be carried over to the following contract year. The administrator must use this personal day during the following contract year or the carried over personal day is forfeited. A personal day carried over to the following contract year is not eligible for conversion to sick leave.

b. At the administrator's discretion, any personal days that he/she does not use during a contract year, with the exception of a carried over personal day, may be converted to sick leave and added to that administrator's sick leave accumulation.

c. Any administrator who requests that one (1) personal day is carried over to the following contract year or who wants his/her unused personal leave to be converted to sick leave days, must complete and turn in the "Personal Leave Carry-Over/Conversion Form" (Attachment 4) to the District Treasurer by June 15th or the benefit is forfeited.

11. Sick Leave - In accordance with the Ohio Revised Code and the following:

a. Sick Leave Accumulation

a. Each administrator shall be granted sick leave on the following basis: one and one quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

b. If needed, up to five (5) days of sick leave shall be advanced to all administrators without accumulated sick leave at the beginning of each school year.

c. Unused sick leave accumulation shall be unlimited.

d. An administrator on an approved leave of absence (other than paid sick leave) shall neither accrue nor lose accumulated sick leave while on said leave. An administrator on paid sick leave may accrue sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of service.

e. Any sick leave earned and unused in prior public service in Ohio, in compliance with Section 3319.141 of the Ohio Revised Code, shall be transferred to the administrator's account in the Brecksville-Broadview Heights City School District at the time of employment, provided that such re-employment takes place within ten (10) years of the date on which the administrator was last terminated from public service. Sick Leave accumulated in prior public service must be presented at time of employment. The administrator will only be credited with the unused balance of the accumulated Sick Leave up to the maximum permitted by the public agency with which the administrator was last employed. Participation in any sick leave conversion plan nullifies the transfer of sick leave from such prior public service.

b. Approved Use of Sick Leave Days

a. Each administrator shall be granted paid sick leave up to the maximum number of days that he/she has accumulated.

b. Administrators may use sick leave for absence due to personal illness, pregnancy, injury, or exposure to contagious disease.

c. Administrators may use sick leave for absence due to illness, injury, or death in the immediate family. Immediate family shall be defined as spouse, child, parent, or people living in the same household as the administrator and who clearly has stood in the same relationship to the administrator as a spouse, child, or parent although not related to the administrator by law.

d. Members of the family not listed above - Absence shall be granted up to but not to exceed five (5) days in any one (1) school year. Family in this category includes parent-in-law, grandparent, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle.

e. Except for members of the immediate family, absence to provide day care for individuals who are ill is not considered an appropriate use of sick leave.

f. In extenuating circumstances, the Superintendent or his/her designee may grant additional days.

c. Long-Term Use of Sick Leave

For leaves that exceed sixty (60) consecutive days, the Superintendent may, at the Board's cost, require the administrator or the person for whom the leave is taken to be examined by a doctor selected by the Superintendent. If the opinion of the doctor selected by the Superintendent is that the continuation of sick leave is not medically necessary, the administrator or the person for whom the leave is taken shall be examined, at the Board's cost, by a second doctor selected jointly by the Superintendent's doctor and the treating physician of the administrator or person for whom leave is taken. The opinion of the second doctor in regard to continuation of sick leave shall be binding on the administrator and the Board as to the medical necessity of the leave. An administrator who leaves and returns in the same school year shall be returned to his/her same assignment.

d. Sick Leave Pool

a. If an administrator is currently absent for thirty (30) consecutive days or more due to an accident, catastrophic illness or long-term illness (defined as an illness where it is anticipated that the employee will be absent at least ten (10) additional working days) of the administrator, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, the administrator may apply to use the sick leave pool (Attachment 5) and another administrator may donate up to five (5) days (Attachment 6) of his/her accumulated sick leave to the absent administrator. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the

discretion of the Superintendent.

b. No administrator may receive more than an aggregate of thirty (30) donated sick leave days in any one (1) school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.

c. Donation of sick days shall be initiated by an administrator on a form found as Attachment 6, no later than the pay period within which the sick leave of the absent is exhausted.

d. Donated sick leave shall be added to the accumulated sick leave of the absent administrator and deducted from the donating administrator (Attachment 7).

12. Compensatory Leave

a. Due to the unique demands on administrative personnel, which often require duty during other than regular school hours, or on designated holidays, each person covered under these provisions may be granted compensatory leave.

b. The Superintendent must approve use of compensatory leave in advance. Generally, no more than 16 hours of compensatory time will be approved in a given contract year.

13. District Use for Recreational Activities

At the Superintendent's discretion, administrators may attend such civic or recreational activities that benefit the district by promoting community involvement, professional interaction and development, the boosting of morale, or that increase the overall productivity of the administration.

14. Sabbatical Leave

a. Subject to the provision of Section 3319.131 of the Ohio Revised Code, sabbatical leave for study and research may be granted by the Board to administrators who have completed at least five (5) years of service in Brecksville-Broadview Heights City School District.

b. The Board of Education shall grant leave to no more than five percent (5%) of the administrators at any one time.

c. Sabbatical leave may not be granted to an administrator more often than once very five (5) years of service, nor may such leave be granted a second time to the same administrator when other administrators have filed a request for such leave.

d. An administrator who is granted sabbatical leave will be required to return to the employment of Brecksville-Broadview Heights City Schools for at least one (1) year. If he/she does not return for one year, he/she shall be required to refund the Board monies given for such leave. This restriction shall not apply to administrators with twenty-five (25) years or

more of teaching in Ohio schools.

e. A sabbatical leave may be granted for one (1) nine (9) week period, one (1) semester, one (1) full year, or for the last semester of one (1) year and the first semester of the following year. Each administrator on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute. It is understood that in computing the substitute's salary -there shall be added the cost of the normal fringe benefits to be paid to the substitute. Credit shall be given the same as if the administrator on sabbatical was active in the system. The administrator on sabbatical may continue at his/her cost all fringe benefits at the group rate.

f. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 or October 15 preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

15. Assault Leave

a. If, in the course of employment, an administrator is assaulted by a student/adult, resulting in physical injury to the administrator that is severe enough to preclude the satisfactory performance of regular duties, the administrator shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a doctor certifies that the incapacity will continue beyond such time. This assault leave shall not be charged against any other type of leave. Paid assault leave will be capped at ninety (90) working days except in extraordinary circumstances in which the cap can be extended at the sole discretion of the Superintendent.

b. The administrator shall not qualify for assault leave except upon submission of an application justifying the granting of assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.

c. Payment of assault leave shall be at the regular rate of pay in effect for such administrator at the time of such assault, or at the rate which the administrator may become eligible in accordance with the Ohio Revised Cod; less any compensation to which the administrator is entitled under the Workers' Compensation Act of Ohio.

d. An administrator who has been physically assaulted in connection with the performance of professional assignment of this Board shall immediately give verbal notice to the Superintendent. In extraordinary circumstances where immediate notice is not possible, the administrator must give verbal notice no later than twenty four (24) hours after the assault has occurred. In addition, the administrator shall file a written report signed by the administrator within two (2) working days of the assault.

e. If court action results, said administrator shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.

f. An administrator temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, or shall be transferred to the first available teaching position carrying equivalent pay and equivalent professional duties for which the administrator is certificated/licensed, if the administrator so desires.

16. Jury Duty

a. An administrator summoned for jury duty shall immediately notify the Superintendent.

b. When it is necessary for an administrator to be absent from duties due to a jury summons, the administrator shall not lose any salary.

17. Other Leaves

a. Upon the written request of an administrator, the Board may grant a leave of absence for a period of no more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, a Board may grant similar leave of absence and renewals thereof to any administrator because of physical or mental disability, but such administrator may have a hearing on such unrequested leave of absence or its renewals.

b. Upon successful completion of a one-year leave of absence for full-time post graduate work aimed toward an advanced degree and, in the opinion of the Superintendent, directly related to his/her administrative responsibilities, an administrator shall receive a one-year increment. Under no situation shall an administrator receive more than one (1) increment of this type for any one (1) postgraduate degree.

c. Leave may be requested where illness or disability relates to both parent and where there is no accumulated sick leave days available or applicable under the provisions of the sick leave policy.

18. Parental Leave

a. Parental leave of absence is a leave without pay and shall be for the balance of the year (the year being defined as August 1 through July 31) in which delivery or adoption occurs or for a shorter period of time as requested by the administrator.

b. Request for parental leave must be made to the Superintendent no later than one (1) month prior to the beginning of the parental leave. If the one (1) month notice cannot be given, the administrator shall notify the Superintendent as soon as possible. A request for parental leave may be withdrawn at any time before the requested parental leave begins.

c. Parental leave may begin any time between the birth of a child and the child's first birthday. In the case of adoption, parental leave may begin upon receipt of custody of a child prior to his/her sixth birthday. Upon request by the administrator, sick leave may be used prior to parental leave following the birth or adoption of a child if illness or disability requires.

d. Upon request of the administrator, his/her leave shall be extended for one (1) additional school year. At the end of this one (1) additional school year, and upon request of the administrator, his/her leave shall be extended for one (1) more additional school year. An administrator can be a long-term substitute in the same assignment up to three (3) consecutive years.

e. Administrators on parental leave shall be notified by the Superintendent, in writing, of the expiration of the leave on or before March 15 and the necessity of notifying the district, in writing, of his/her plans to return. Written notice by the administrator shall occur no later than April 1 unless the delivery or adoption occurred subsequent to March 15, in which case the administrator shall have until July 1 to notify the Superintendent of his/her intention for the coming school year. If notification is not received on the date specified, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the administrator shall be placed in an administrative position as of August 1.

f. Upon return from approved parental leave, an administrator shall be entitled to reinstatement to a substantially equivalent position for which the administrator holds a valid unexpired certificate.

g. The condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery there from or adoption shall not be grounds for the termination, nonrenewal, or failure to issue any contract for administrative duties.

h. Parental leave shall also be given to an administrator who requests it in order to care for his/her parent(s).

i. Consecutive parental leaves shall not exceed four (4) consecutive years. If an administrator has utilized parental leave for four (4) consecutive years, he/she must be in active pay status for a minimum of 120 days before parental leave can again be granted. Parental leave of 120 days or more shall be considered to

be a year of parental leave for the purposes of this section.

19. Professional Leave -- Approval to be obtained by submitting the appropriate form to the immediate supervisor. Administrators are encouraged to attend conferences, including national conferences, as it relates to their areas of responsibility.

20. Professional Dues -- Payment of professional association dues up to $750 annually. Payment of one professional association dues determined by a percentage of salary for all central office administrators (BASA, OASBO, etc.)

21. Tuition Reimbursement — To provide opportunities for professional growth and career enhancement to the administrators, the Brecksville-Broadview Heights City Schools will provide a program of tuition reimbursement for study at an accredited college or university. The district will annually set aside the equivalent of $2,000 per administrator to use for this purpose. Part-time administrators will qualify for a prorated amount.

22. The administrator completes a request form (Attachment 8) and submits it to the Superintendent/designee for approval. Following approval, the administrator registers and participates in his/her course work. Upon completion of the course work, the administrator submits a copy of the approval, evidence of course completion, and evidence of payment.

23. Mileage -- In connection with job assignment - Paid with approval of immediate supervisor at the current IRS rate.

24. Severance Pay

    a. Calculation to be 30% of the accumulated sick leave at the time of retirement, unless the individual contract provides otherwise. Additionally, upon retirement $1,000 as a lump sum payment or in the form of a tax-sheltered annuity at the election of the retiree.

    b. The administrator shall receive full severance payment within two (2) years of his/her retirement. The Board shall pay the retiring administrator one- half (1/2) of his/her severance entitlement within the first year following the administrator's retirement. The remaining severance pay entitlement shall be paid to the retiring administrator within two (2) years of the administrator's retirement date.

    c. Payment shall be based upon the daily rate of pay at the time of retirement. Should an administrator elect to retire prior to the expiration of his/her contract, the administrator's compensation and benefit entitlement will be prorated to reflect the actual dates the contract was in effect.

    d. Any employee subject to the Administrative Guidelines who dies prior to severing employment who would otherwise have been entitled to severance pay shall be deemed to have severed employment on the day preceding his/her death. Payments for such sick leave shall then be paid to the individual's surviving spouse and/or estate in the manner provided by law.

25. Payment and Deferral of Severance

a. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "VALIC National Government Employees Retirement [the "401(a) Plan"] and the VALIC Tax Deferred 403(b) Annuity Plan for government Employees" [the "403(b) Plan"] with the terms that comply with the requirements of this Section 22.

b. The terms of the 401(a) Plan and 403(b) Plan shall include the following:

a. Participation in the 401(a) Plan and 403 (b) Plan shall be mandatory for any administrator actively employed on or after August 1, 2004, who would be entitled to severance pay under Section 21 and also is or will be age 55 or older in the calendar year in which the administrator retires.

b. If a retiring administrator or a resigning retired/rehired administrator is a participant in the 401(a) Plan, an employer contribution shall be made on his/her behalf under the 401(a) Plan in an amount equal to the lesser of:

i. The total amount payable to the Participant as severance pay under Section 22.

ii. The maximum contribution amount allowable under the terms of the 401(a) Plan.

c. The required contribution to the 401(a) Plan shall be made within the timeframe described in Section 21 regarding the payment of severance pay provided, however, that if the amount payable to the 401(a) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 401(a) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 401(a) Plan, after the first payroll date in January of the following four (4) calendar years, in each such year not to exceed the maximum permitted under the applicable federal income tax law for each year.

iii. An administrator who is a participant in the 401(a) Plan shall complete a 401(a) Plan sponsor enrollment package prior to retirement; and unless and until an administrator does so, no contribution of severance pay shall be made to 401(a) Plan on behalf of the administrator.

iv. If an administrator retires or resigns in the case of a retired/rehired administrator, is entitled to have a contribution paid to the 401(a) Plan, and dies prior to such contribution being paid to the 401(a) Plan, the contribution shall be paid to the 401(a) Plan and then paid by the plan to a Beneficiary of the administrator in accordance with the terms of the 401(a) Plan.

v. The Plan year of the 401(a) Plan shall be the calendar year starting with January, 2005.

vi. The Board shall attempt to find a reputable company providing a 401(a) Plan and 403(b) Plan that does not charge any administrative fees. However, if no such company can be found, any administrative fees shall be borne by the 401(a) Plan and the 403(b) Plan participants.

vii. If an administrator is entitled to Severance Pay and is not an eligible participant in the 401(a) Plan or 403(b) Plan, that administrator will continue to be eligible for any and all severance payments payable in accordance with Section 21 of this Agreement and will be eligible to receive payments in accordance with that section. The administrator may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

viii. All contributions to the 401(a) Plan and 403(b) Plan, all deferrals to a TSA, and all check payments to administrators, shall be subject to reduction for any tax withholding or other withholding that the Treasurer/CFO, in his/her sole discretion, determines is required by law. The Board does not guarantee any tax results associated with the 401(a) Plan and 403(b) Plan, deferrals to a TSA, or check payments made to an administrator.

26. Retirement Contribution – Effective July 1, 2011, the Board of Education is eliminating the STRS/SERS fringe benefit pickup and will be making a corresponding adjustment to the salary of its administrative personnel to insure that the federal taxable income of the administrative personnel will be unaffected by the elimination of the fringe benefit pickup.

27. Medicare — The Board shall pay 100% of Medicare contribution for all administrators.

II. Review Process

A. All members of the district staff as defined by this document will be evaluated as per Attachment 9.

Original Adoption: June 24, 1985

Subsequent Revisions: July 1, 1999; March 21, 2001; July 23, 2001; August 1, 2001; June 24, 2002; July 22, 2002, July 28, 2003, May 4, 2004 , February 22, 2005, June 23, 2008, May 18, 2009, June 21, 2010, December 13, 2010, June 20, 2011, and October 22, 2012.

Attachment 1

Brecksville-Broadview Heights City School District
Benefit Comparison of Current to 1A

Benefits	Current Benefits		1A Benefits	
	Network	Non-Network Facility Charges	Network	Non-Network Facility Charges
Benefit Period	January 1st through December 31st		January 1st through December 31st	
Dependent Age Limit	26; Removal upon Birthdate		26; Removal upon Birthdate	
Working Spouse Language	Does Not Apply		Applies to Medical & Prescription Drug	
Pre-Existing Condition Waiting Period	None		None	
Blood Pint Deductible	0 pints		0 pints	
Lifetime Maximum	Unlimited		Unlimited	
Benefit Period Deductible - Single / Family[1]	None	$200 / $400	$100 / $200	$200 / $400
Coinsurance	100%	80%	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	None	$500 / $1,000	$250 / $500	$500 / $1,000
Maximum Out-of-Pocket Including Deductible - Single / Family	None	$700 / $1,400	$350 / $700	$700 / $1,400
Physician/Office Services				
Office Visit (Illness/Injury)[2]	$10 copay, then 100%	80% after deductible	$10 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$10 copay, then 100%	80% after deductible	$10 copay, then 100%	70% after deductible
All Immunizations	100%	80% after deductible	100%	70% after deductible

Preventative Services				
Office Visit / Routine Physical Exam (Age 21 and older)[2]	$10 copay, then 100%	80% after deductible	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)[2]	$10 copay, then 100%	80% after deductible	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible	100%	70% after deductible
Routine Lab, X-rays and Medical Tests (All ages)	100%	80% after deductible	100%	70% after deductible
Routine Colonoscopy and Sigmoidoscopy Services (All ages)	100%	80% after deductible	100%	70% after deductible
Outpatient Services				
Surgical Services	100%	80% after deductible	90% after deductible	70% after deductible
Diagnostic Services	100%	80% after deductible	90% after deductible	70% after deductible
Physical Therapy, Occupational Therapy and Chiropractic Therapy - Facility and Professional (Professional subject to medical review after 20 visits per benefit period)	$10 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (Professional subject to medical review after 10 visits per benefit period)	$10 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Cardiac Rehabilitation	100%	80% after deductible	90% after deductible	70% after deductible
Emergency use of an Emergency Room	100%		$50 copay, then 100%	
Non-Emergency use of an Emergency Room[3]	$25 copay, then 100%	80% after deductible	$50 copay, then 100%	$50 copay, then 70%

Inpatient Facility				
Semi-Private Room and Board	100%	80% after deductible	90% after deductible	70% after deductible
Maternity	100%	80% after deductible	90% after deductible	70% after deductible
Skilled Nursing Facility	100%	80% after deductible	90% after deductible	70% after deductible
Additional Services				
Ambulance	$25 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	100%	80% after deductible	90% after deductible	70% after deductible
Home Healthcare	100%	80% after deductible	90% after deductible	70% after deductible
Hospice	100%	80% after deductible	90% after deductible	70% after deductible
Organ Transplants	100%	80% after deductible	90% after deductible	70% after deductible
Private Duty Nursing	100%	80% after deductible	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity				
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services				
Prescription Drug				
Retail Program without Oral Contraceptive Coverage (Additional Covered Benefits: Anorexiants (Weight Loss Medications); Exclusions: Immunization Agents)- 34 Day Supply	$5 Generic / $10 Formulary Brand / $18 Non Formulary Brand		$5 Generic / $10 Formulary Brand / $18 Non Formulary Brand	

Mail Order Program without Oral Contraceptive Coverage (Additional Covered Benefits: Anorexiants (Weight Loss Medications); Exclusions: Immunization Agents) - 90 Day Supply	$10 Generic / $20 Formulary Brand / $36 Non Formulary Brand	$10 Generic / $20 Formulary Brand / $36 Non Formulary Brand

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certification will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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[1]Maximum family deductible. Member deductible is the same as single deductible.

[2]The office visit copay applies to the cost of the office visit only.

[3]Copay waived if admitted. The copay applies to room charges only.

Attachment 2

Brecksville-Broadview Heights City School District
Suburban Health Consortium
Suggested Ideal Plan

	Network	**Non-Network**
Calendar Year Deductible	$250/$500	$500/$1,000
Coinsurance	90%	70%
Coinsurance Limit	$1,250/$2,500	$2,500/$5,000
Out of Pocket Limit (includes Deductible)	$1,500/$3,000	$3,000/$6,000
Inpatient Hospital		
Inpatient Hospital	90% after deductible	70% after deductible
Surgery & Anesthesia	90% after deductible	70% after deductible
Physician Services	90% after deductible	70% after deductible
Supplies	90% after deductible	70% after deductible
Lab/X-ray	90% after deductible	70% after deductible
Outpatient Surgery		
Outpatient Surgery	90% after deductible	70% after deductible
Maternity		
Office Visits	$20 copay – first visit	70% after deductible
Hospital Services	90% after deductible	70% after deductible
Prenatal-postpartum	90% after deductible	70% after deductible
Mental Health		
Inpatient	90% after deductible	70% after deductible
Outpatient	90% after deductible	70% after deductible
ER/Urgent Care		
Emergency Room (Emergency Use)	$50 copay/90%	70% after deductible
Urgent Care	$25 copay/90%	70% after deductible
Medical Services		
Office Visit	$20 copay	70% after deductible
Routine Annual Exam	$20 copay	Not covered
Well Child Care	$20 copay	70% after deductible
X-ray/Lab	90% after deductible	70% after deductible
Allergy Tests/Treatments	$20 copay	70% after deductible
Other Services		
Vision	$20 copay	Not covered
Skilled Care Facility	90% after deductible	70% after deductible

Home Health Care	90% after deductible	70% after deductible
Other Services (continued)	**Network**	**Non-Network**
Ambulance	$25 copay	$25 copay
Hospice Services	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Rehabilitative Services	90% after deductible	70% after deductible
Chiropractic Services	$20 copay	70% after deductible
Prescription Drug Plan		
Retail (30-Day Supply)	$10/$20/$40	Not Covered
Mail Order (90-Day Supply)	$25/$50/$100	Not Covered

Attachment 3

Brecksville-Broadview Heights City School District

Request for Vacation Pay at Per Diem Rate

Name _____ Date _____

Administrative Personnel

_____ Number of Years In Administrative Position in this District

Pursuant to Administrative Personnel Guidelines, Section E. 8. a., I hereby request permission to convert _____ (five days are allowed through nine years of service with the district or 10 days with 10 years of service with the district).

APPROVAL BY SUPERINTENDENT

_____ _____

Superintendent Date

Distribution to the following after approval by the Superintendent:

- ❑ Employee
- ❑ Treasurer's Office
- ❑ Personnel File

Attachment 4

Brecksville-Broadview Heights City School District

Personal Leave Carry-Over/Conversion Form

Administrative Personnel

Name _____ Date _____

In order to receive the conversion of unused Personal Leave to Sick Leave, this form must be completed and turned into the District's Treasurer's Office by June 15th or the benefit is forfeited. Completed any applicable section:

Conversion of Personal Leave to Sick Leave

_____According to my records, during the _____school year, I had _____ days of unused Personal Leave.

I am requesting that _____ of my unused Personal Leave days be converted to Sick Leave days and then added to my Sick Leave accumulation.

Personal Leave Carry-Over

_____I wish to carry-over one Personal Leave day to next year. I understand that I must use this Personal Leave day during the next contract year, or I forfeit this benefit.

Administrator's Signature: _____

Date: _____

Superintendent's Signature: _____

Date: _____

Attachment 5

Brecksville-Broadview Heights City School District

Application to Use Sick Leave Pool

Administrative Personnel

I, _____, wish to apply for _____ days of sick leave from the Brecksville-Broadview Heights City Schools Sick Leave Pool.

I have reviewed the criteria found on Pages 5 and 6 of these guidelines.

I will need days from the Sick Leave Pool because

_____

_____

_____

I understand that all accumulated sick leave must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Pool will be used.

_____ _____

Signature of Employee Date

This form must be forwarded to the Superintendent who will review the application.

Number of Sick Leave Pool days approved _____

_____ _____

Signature of Superintendent Date

Attachment 6

Brecksville-Broadview Heights City School District

Sick Leave Donation

Administrative Personnel

I, _____, wish to donate _____ day(s)

of sick leave to the Sick Leave Pool to be used by _____.
(employee needing the sick leave)

I understand that I will be notified of the deduction when it is made.

_____ _____
Signature of Employee Date

This form should be sent directly to the Board Treasurer/CFO.

Attachment 7

Brecksville-Broadview Heights City School District

Notification of Use of Sick Leave

Administrative Personnel

The _____day(s) of sick leave that you donated to _____

has been used and will be deducted from your accumulated sick leave.

Thank you very much for your concern for your colleague in need.

_____ _____

Signature of Board Treasurer/CFO Date

Attachment 8

Brecksville-Broadview Heights City School District

Tuition Reimbursement Request

_____
(Date)

Administrator: _____ Building:_____

Request Reimbursement for:

$_____ for the _____ semester/quarter at

_____
(Name of College or University)

during the _____ school year.

Course(s) to be taken:

TITLE	HOURS	TUITION
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
TOTALS	_____	$_____

$_____ This amount is within my annual tuition allotment. ($2,000/full-time, $1,000/part-time)

_____
Administrator's Signature

Upon completion of course work, Administrator must submit transcript or documentation indicating course work has been satisfactorily completed along with proof of payment.

Accepted/Approved by: _____ _____
Superintendent's/Designee's Signature Date

COMMENT:
(Effective 8/1/05)

Attachment 9

Brecksville-Broadview Heights City School District

Evaluation of Administrative/Supervisory Staff

(Administrators both Professional and Support)

Beginning with the ’07-08 school year, the following guidelines for the evaluation of administrative/supervisory personnel will be followed:

To assist administrators in the development of their professional abilities, to provide information for employment decisions and to comply with mandates of Ohio law, the following procedures are employed by the Superintendent/designee in evaluating administrative personnel.

1. An initial annual meeting is held by the Superintendent or designee prior to the school year (defined as 1st day for students) with administrators/supervisors to discuss specific measurable objectives and plans for their achievement. A statement of these objectives and plans is submitted by each administrator/supervisor to the Superintendent/designee at the meeting as defined above. These objectives and plans are to be maintained in each administrator’s/supervisor’s personnel file.

2. The Superintendent or designee employs the evaluation criteria designed to measure the administrator’s/supervisor’s effectiveness in performing his/her duties. All administrators/supervisors will be evaluated prior to the end of July. (Note: June is recommended and within the work calendar of the administrator/supervisor being evaluated.) The evaluator will also assess the administrator’s/supervisor’s progress in meeting plans and objectives set for that school year. Areas of outstanding, satisfactory and poor performance will be noted. The Superintendent or designee will meet with each administrator/supervisor to discuss the written evaluation. The evaluatee is given a copy of the evaluation and has an opportunity to discuss the evaluation at this meeting.

3. An ongoing dialogue concerning the administrator’s/supervisor’s objectives will continue and the evaluator and evaluatee will meet as needed or requested throughout the year.

4. For those employees whose contracts are expiring at the end of the current school year, two evaluations must be completed. A preliminary evaluation must be received by the employee at least 60 days prior to any Board action on the employee’s contract. A final evaluation must include the Superintendent’s or designee’s intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board’s action to renew or non-renew the employee’s contract.

5. The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.

6. A final copy of each evaluation will be forwarded to the Superintendent for his/her review and for placement in the administrator’s/supervisor’s personnel file.

Note: Building principals are to evaluate assistant principals assigned to his/her building via the guidelines here stated.

Brecksville-Broadview Heights City School District

Professional and Support Administrator's Appraisal Scale

Name: _____ **Position:** _____ **Date:** _____

Key for Evaluation:

(1) Outstanding Performance (2) Satisfactory Performance (3) Poor Performance

Column A is for administrator being evaluated to indicate his/her self-evaluation and return to the superintendent/designee within five (5) work days after receipt.

Column B is for the evaluator to indicate his judgment of administrator's performance.

Areas of Evaluation			
A. Personal Qualities		**A**	**B**
1.	Demonstrates positive attitude		
2.	Exhibits enthusiasm for his/her work		
3.	Dresses appropriately		
4.	Demonstrates initiative		
5.	Exhibits the courage to deal with unpleasant problems		
6.	Accepts administrative decisions and enthusiastically complies		
7.	Accepts criticism gracefully		
8.	Is empathetic to adults and children		
9.	Is free of disagreeable mannerisms		
10.	Accepts responsibility willingly		
11.	Takes advantage of opportunities for professional growth		
12.	Possesses the health and vitality needed to meet the responsibilities of the position		
13.	Speaks clearly and concisely in dealing with staff and the public		
B. Administrative Qualities		**A**	**B**
1.	Is accurate and prompt in filing reports		
2.	Demonstrates leadership		
3.	Fosters high morale within his/her staff		
4.	Commands respect of his/her staff through his/her knowledge and performance		
5.	Is consistent in his/her expectancies of his/her staff		
6.	Carries forth an adequate schedule of classroom visitations and evaluations		
7.	Assists teachers in preparing effective short and long term lesson plans and regularly reviews these preparations		
8.	Exercises good judgment in delegating responsibilities and authority to staff members		
9.	Uses constructive criticism when needed in a confidential manner		
10.	Administers routine matters efficiently		
11.	Is supportive of staff members to students and public		
12.	Inspires staff participation in curriculum development		
13.	Manages classified personnel effectively		
14.	Maintains open and frequent communication with staff		
15.	Plans efficient and effective staff meetings		
16.	Maintains accurate inventory in his/her areas of responsibility		
17.	Anticipates problems		
18.	Is resourceful in coping with problems		
19.	Minimizes classroom interruptions		
20	Encourages staff initiative and innovation		

Professional and Support Administrator's Evaluation Summary

Administrator's comments on performance objectives:

_____
_____
_____
_____
_____

Evaluator's comments on performance objectives:

_____
_____
_____
_____
_____

Recommendations of Evaluator:
(If the administrator being evaluated is in the final contract year or next to the last year, and this is the second evaluation of the year, the evaluator's contractual recommendation should be included here.)

_____
_____
_____
_____
_____

_____
Administrator's/Supervisor's Signature

_____
Evaluator's Signature

_____
Date

Effective for use: 2007-08 school year

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA AMENDED in 2009)

A. Eligibility

1. Pursuant to the terms and conditions of this Section, an eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st), for one (1) or more of the following circumstances:

   a. the birth of a teacher's child and to care for the child up to age one;

   b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;

   c. to care for an immediate family member (spouse, child, or parent) of a teacher when that family member has a serious health condition;

   d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.

   e. for qualifying military situations arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to activate duty status. (See Attachment 14).

2. To be eligible for FMLA Leave, the teacher must:

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

   b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

   c. a teacher who requests FMLA or who is believed to be eligible per paragraph E will receive a Notice of Eligibility (Attachment 11).

3. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave

entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.

4. An eligible teacher may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the teacher. (See Attachment 13).

   For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

   a. attendance at official military-sponsored events,

   b. to provide or arrange for alternative childcare or schooling,

   c. to make financial or legal arrangements to address the member's absence while on active duty,

   d. counseling,

   e. rest and recuperation, and

   f. post-deployment activities.

   For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

B. Serious Health Condition - Defined

1. For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

   a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or

b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(1) A period of *incapacity* (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

(a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider

(2) Any period of incapacity due to pregnancy, or for prenatal care.

(3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

(4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The teacher or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(5) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of

incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph 1 .b.(1)(b), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or, bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

3. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress, or allergies may be serious health conditions, but only if all the conditions of this section are met.

4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

5. Absences attributable to incapacity under paragraphs B.1.b. (2) and (3) qualify for FMLA leave even though the teacher or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, a teacher with asthma may be unable to report for work due to the onset of an asthma attack or because the teacher's health care provider has advised the teacher to stay home when the pollen count exceeds a certain level. A teacher who is pregnant may be unable to report to work because of severe morning sickness.

C. Health Care Provider - Defined

1. The Act defines "health care provider" as:

   (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or

   (b) Any other person determined by the Secretary to be capable of providing health care services.

2. Others "capable of providing health care services" include only:

   (a) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;

   (b) Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

   (c) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where a teacher or family member is receiving treatment from a Christian Science practitioner, a teacher may not object to any requirement from an employer that the teacher or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.

   (d) Any health care provider from whom a teacher's or the teacher's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and

   (e) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law.

3. The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

D. Notice

1. The teacher shall provide the Superintendent/designee with written notice no fewer than thirty (30) days prior to taking unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.

2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or his/her family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent/designee, not fewer than thirty (30) days prior to the requested leave commencing, with written certification (Attachment 9 or 10) issued by a health care provider to support his/her request for leave.

   If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Superintendent/designee, not fewer than thirty (30) days prior to commencing the modified work schedule, with written certification (Attachment 9) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent/designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent/designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

E. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Section 20 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent/designee while on paid sick leave that this leave would be counted as FMLA leave.

2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted, at the teacher's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the teacher's own serious health condition.

3. When an employee utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the teacher or of an immediate family member), or if the employee requests FMLA, the employee will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. (Attachment 12, Designation Notice). If the employee does not believe his/her leave meets the criteria of a "serious health condition", the teacher must notify in writing the Superintendent/Designee within fourteen (14) calendar days of

receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the employee again hears from the Superintendent/Designee on this specific situation, the Superintendent/Designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify in writing the Superintendent/Designee within fourteen (14) calendar days, the correction will not be made.

F. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the teacher. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the teacher's or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

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

3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.

4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

   a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

   b. to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

G. Leave Near End of Semester

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

   a. the leave is of at least three (3) weeks duration, and

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

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

   a. the unpaid FMLA leave is of greater than two (2) weeks duration, and

   b. the return to employment would occur during the two-week period before the end of the semester.

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

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

H. Medical Opinion

1. Additional Certifications: For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

2. Subsequent Recertification: The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) days unless:

   a. The teacher requests an extension of leave.

   b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications).

   c. The board receives information that casts doubt upon the continuing validity of the certification.

   d. When the teacher is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

I. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

J. Return to Work

1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA leave, he/she shall provide the Board with a statement from his/her health care provider (Attachment 15) that the teacher is able to resume the job functions for his/her position.

2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.

3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF.)

4. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the

leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Attachment 9) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

K. Penalties for Misuse

A teacher who fraudulently obtains FMLA Leave from the Board is not protected by the terms of these provisions (i.e. job restoration or maintenance of health benefits provisions may be denied).

L. Inconsistencies Between the Agreement and FMLA

1. All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended in 2009 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, as amended in 2009 the Family and Medical Leave Act of 1993, as amended in 2009 shall prevail.

2. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

Brecksville-Broadview Heights City School District

Administrative and Supervisor Compensation Schedule

1) Base

2001-02	$49,268.13	2007-08	$58,304.90
2002-03	$50,869.34	2008-09	$60,054.05
2003-04	$51,378.04	2009-10	$61,855.67
2004-05	$52,919.38	2010-11	$61,855.67
2005-06	$54,718.64	2011-12	$68,727.84
2006-07	$56,496.99	2012-13	$68,727.84

2) Years of Service

Year	Factor	Year	Factor
1	0.010	16	0.160
2	0.020	17	0.170
3	0.030	18	0.180
4	0.040	19	0.190
5	0.050	20	0.200
6	0.060	21	0.210
7	0.070	22	0.220
8	0.080	23	0.230
9	0.090	24	0.240
10	0.100	25	0.250
11	0.110	26	0.260
12	0.120	27	0.270
13	0.130	28	0.272
14	0.140	29	0.273
15	0.150	30	0.275

3) Responsibility

Position	Factor
HS Principal	1.448
Dir/Curr & Instruction	1.418
MS Principal	1.395
Elem Principal	1.305
Dir/Business Services	1.200
Asst. HS Principal (260 days)	1.135
Asst. HS Principal (210 days)*	1.135
Asst. MS Principal	1.120
Dir/Human Resources	1.115
Dir/Pupil Services	1.115
Technology Coord.	1.105
Asst. Elem Principal	1.065
Community Relations Coord.	1.012
Athletic Director	0.920
Bldgs/Grounds Supervisor	0.670
Transportation Supervisor	0.650
Food Service Supervisor	0.650

4) Education

Degree/Hours		Factor
MA or BA		0.005
MA +10		0.010
MA +20		0.020
MA +30		0.030
MA +45		0.040
PhD & EdD		0.060

5) Length of Contract

No. of Days	Factor
150	(0.24)
200	0.09
210	0.16
218	0.21
230	0.29
260	0.36

Salary Factors (from above)

1) Base salary increase shall be recommended for Board approval according to Policy BCE-R1.

2) Each administrator/supervisor shall be placed on the experience level equal to total number of administrative/supervisory years of experience unless otherwise determined by Superintendent.
3) Factor is determined by position.
4) Degree and hours as submitted to the Superintendent, or designee. Submission of additional hours must be submitted by September 15th and/or January 15th of each year.
5) Number of days determined by individual contract of each administrator/supervisor.
6) Board paid STRS/SERS pickup eliminated for 2011/2012 contract year.

Calculation of Salary

The sum of all factors (items 2 through 5 from above) shall be applied against the base salary.

* For individuals hired after August 1, 2008.

RB 10/22/2012