

ADMINISTRATIVE PERSONNEL GUIDELINES

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

Effective:

August 1, 2021

through

July 31, 2024

ADMINISTRATIVE PERSONNEL GUIDELINES

These administrative personnel guidelines (last revised **August 25, 2021**) 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	260 days
Supervisor of Transportation	260 days
Assistant Transportation Supervisor	260 days
Supervisor of Food Service	210 days
Supervisor of Buildings and Grounds	260 days
Head Elementary School Principal	228 days
Elementary School Principal	210 days
Middle School Principal	218 days
Middle School Assistant Principal	210 days
Director of Pupil Services	260 days
Pupil Services Coordinator	210 days
Technology Coordinator	218 days
Systems Engineer	260 days
Director of Human Resources	260 days
High School Principal	228 days
High School Assistant Principal	210 days
Director of Business Services	260 days
Director of Teaching and Learning	260 days

B. Salary Provisions

1. Effective August 1, 2021 and thru July 31, 2024, administrative personnel will receive a two percent (2%) across-the-board increase in each contract year (August 1-July 31).
2. Effective August 1, 2021, all full-time administrative personnel will receive a one-time educational stipend of One Thousand Dollars (\$1,000.00), to be paid within thirty (30) days after Board adoption.
3. Salary anniversary date to be August 1.
4. 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:

For 260-day contracts:

Total Contract Days 260

Less Holidays 12

(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)

Less Vacation Days

Balance divided into Total Annual Salary

For 228-day contracts:

Total Contract Days 228

Balance divided into Total Annual Salary

For 210-day contracts:

Total Contract Days 210

Balance divided into Total Annual Salary

5. 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

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 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 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 and Prescription Plan

From August 1, 2021-December 31, 2021, eligibility criteria, plan design and contributions shall remain unchanged from prior guidelines.

Effective 1/1/2022, each covered employee working thirty hours or more per week that elects healthcare/prescription coverage shall be enrolled in District hospital, medical, and prescription drug plan. Eligible employees shall have the option of the Modified Ideal 3.2B Plan or the IDEAL Plan. Eligible employees electing the Modified Ideal 3.2B Plan shall have on a monthly basis, 15% of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan) (Modified Ideal 3.2B plan document on file in the Treasurer/CFO's office). Employees electing the IDEAL plan shall not pay a monthly premium may opt to participate in the "IDEAL" plan during the open enrollment period. The Board will pay 100% of the health and prescription drug premium costs for any Administrative Support employee participating in the "IDEAL" plan ("IDEAL" plan document on file in the Treasurer/CFO's office).

NOTE: The parties agree to add a Minimum Value Insurance Plan to the Agreement to comply with the Affordable Health Care Plan requirements (ACA).

Effective August 1, 2021 thru July 31, 2024, all Administration electing healthcare/prescription coverage shall receive a yearly lump sum taxable payment of \$1,000 to be paid with the second pay in August.

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. 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.

5. 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. However, if the District moves to a three or four tiered structure, the spouse may not be permitted onto the group health plan, at the discretion of the Board.
- 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. 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.

- e. 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.

6. Payment in Lieu of Insurance Coverage

An administrator may elect not to receive the Medical/Hospitalization, Prescription insurance coverage provided above and instead elect to receive additional compensation of \$2,000 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.

7. 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 twelve (12) years of administrative experience with the district shall receive 25 days of vacation. Vacation leave may be taken in half day or full day increments.
- 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.

- i. All vacation days carried over shall be used by December 31 of each year.
- ii. Administrators may convert up to ten (10) days for cash payment (Attachment 3).

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.

8. 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. Personal leave may be taken in half day or full day increments.
 - a. One (1) personal day shall be carried over to the following contract year if a balance remains.
 - b. Remaining personal days that he/she does not use during a contract year, shall be converted to sick leave and added to that administrator's sick leave accumulation.
9. Sick Leave - In accordance with the Ohio Revised Code and the following:
 - a. Sick Leave Accumulation
 - i. 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.
 - ii. 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.
 - iii. Unused sick leave accumulation shall be unlimited.
 - iv. 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.
 - v. 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

- i. Each administrator shall be granted paid sick leave up to the maximum number of days that he/she has accumulated.
- ii. Administrators may use sick leave for absence due to personal illness, pregnancy, injury, or exposure to contagious disease.
- iii. 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.
- iv. 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.
- v. 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.
- vi. In extenuating circumstances, the Superintendent or his/her designee may grant additional days.
- vii. Sick leave may be taken in half day or full day increments.

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. Donated sick leave shall be added to the accumulated sick leave of the absent administrator and deducted from the donating administrator (Attachment 7).

10. 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.

11. 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.

12. 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 every 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.

13. 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.

14. 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.

15. 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.

16. 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.
17. 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.
18. Professional Dues -- Payment of professional association dues up to \$750 annually, or payment of one professional association dues determined by a percentage of salary for all central office administrators (BASA, OASBO, etc.)
19. 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.

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.

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

21. Severance Pay

- a. Calculation to be 30% of the accumulated sick leave at the time of retirement under STRS or SERS rules, 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. For administrators whose hire date is on or after August 1, 2021, retiring Administrators shall be capped at 100 days and shall be eligible for a \$5,000 lump sum tax-sheltered annuity upon retirement.
- 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.
- e. Given they have already retired, retire-rehire administrators are not eligible for severance pay.

22. 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:
 - i. 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.
 - ii. 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:
 - a) The total amount payable to the Participant as severance pay under Section 22.
 - b) 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.
 - i. 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.
 - ii. 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.
 - iii. The Plan year of the 401(a) Plan shall be the calendar year starting

with January, 2005.

- iv. 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.
 - v. 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.
 - vi. 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.
23. 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.
24. Medicare — The Board shall pay 100% of Medicare contribution for all administrators.
25. Family & Medical Leave Act of 1993 (FMLA) (amended in 2009) - Eligible employees that meet the following requirements shall be entitled for a leave of absence under the Family Medical Leave Act:
- a. Has been a Board employee for a total of at least twelve months, which need not be consecutive.
 - b. Has worked at least 1,250 hours for the Board during the twelve months immediately preceding the date on which the employee's FMLA leave is to begin.

II. Evaluation Process

Supervisory staff as defined by this document will be evaluated as per Attachment 9. Principals and assistant principals will be evaluated in accord with the Ohio Principal Evaluation System (OPES)

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, October 22, 2012, and November 21, 2016; August 25, 2021

Attachment 1

Brecksville-Broadview Heights City School District

Request for Vacation Pay at Per Diem Rate

Name _____ Date _____

Administrative Personnel

Pursuant to Administrative Personnel Guidelines, Section E. 8. a., I hereby request permission to convert _____ (max of up to 10 days).

APPROVAL OF SUPERINTENDENT or TREASURER

Superintendent or Treasurer

Date

Attachment 2

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 3

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 4

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 5

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: _____ Date _____
Superintendent's/Designee's Signature

COMMENT:
(Effective 8/1/05)

Attachment 6

Brecksville-Broadview Heights City School District Evaluation of Administrative/Supervisory Staff (Administrators both Professional and Support – Principals & Assistant Principals will be evaluated using the Ohio Principal Evaluation System-OPES)

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.

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

Attachment 7

<i>Brecksville-Broadview Heights City School District</i>					
Administrative and Supervisor Compensation Schedule					
1) Base					
2016-17	\$70,102.40		2021-2022	\$77,398.71	
2017-18	\$71,504.45		2022-2023	\$78,946.69	
2018-19	\$72,934.54		2023-2024	\$80,525.62	
2019-20	\$74,393.23				
2020-21	\$75,881.09				
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	
MS Principal				1.395	
Elem Principal				1.305	
Dir/Human Resources				1.265	
Dir/Business Services				1.220	
Dir/Curr & Instruction				1.220	
Dir/Pupil Services				1.220	
Pupil Services Coordinator				1.125	
Asst. HS Principal				1.150	
Asst. MS Principal				1.140	
Technology Coord.				1.105	
Asst. Elem Principal				1.065	
Athletic Director				1.000	
Systems Engineer				0.675	
Custodial/Maint Supervisor				0.650	
Food Service Supervisor				0.650	
Transportation Supervisor				0.650	
Asst. Food Service Supervisor				0.450	
Asst. Transportation Supervisor				0.450	
4) Education					
Degree/Hours	Factor		5) Length of Contract		
MA or BA	0.005		No. of Days		Factor
MA +10	0.010		150		(0.240)
MA +20	0.020		200		0.09
MA +30	0.030		210		0.16
MA +45	0.040		218		0.21
PhD & EdD	0.060		228		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.					
CY 07/21/2021					

**Brecksville-Broadview Heights City School District
Administrative and Supervisor Compensation Schedule**

1) Base

2016-17	\$70,102.40	2021-2022	\$77,398.71
2017-18	\$71,504.45	2022-2023	\$78,946.69
2018-19	\$72,934.54	2023-2024	\$80,525.62
2019-20	\$74,393.23		
2020-21	\$75,881.09		

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
MS Principal	1.395
Elem Principal	1.355
Dir/Human Resources	1.265
Dir/Business Services	1.220
Dir/Curr & Instruction	1.220
Dir/Pupil Services	1.220
Pupil Services Coordinator	1.125
Asst. HS Principal	1.150
Asst. MS Principal	1.140
Technology Coord.	1.105
Asst. Elem Principal	1.140
Athletic Director	1.000
Systems Engineer	0.675
Custustodial/Maint Supervisor	0.650
Food Service Supervisor	0.650
Transportation Supervisor	0.650
Asst. Food Service Supervisor	0.450
Asst. Transportation Supervisor	0.450

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	(0.240)
200	0.09
210	0.16
218	0.21
228	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.
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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.