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MASTER AGREEMENT

BETWEEN

BROOKFIELD LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND

BROOKFIELD FEDERATION OF TEACHERS

EFFECTIVE

JUNE 30, 2018 THROUGH JUNE 29, 2021

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PREAMBLE

Joint Commitment to Professionalism

We, the Brookfield Federation of Teachers and the Brookfield Board of Education, are committed to continuing to provide a successful educational system for our students, schools, and community. Each individual bears the responsibility to be an active part of this collaborative effort. To this end, we need to concern ourselves with how we act as professionals.

This contract contains responsibilities and benefits. While professional conduct guidelines are a part of Ohio law, more importantly, how we choose to fulfill these responsibilities and use these benefits greatly impact our students as well as the perception of us by parents, colleagues, and community members.

This Agreement embodies the spirit of collaboration between the Brookfield Federation of Teachers and the Brookfield Board of Education. Honest fulfillment of our responsibilities under this collective bargaining agreement is the foundation to a successful vision of the future.

Professionalism is a key ingredient to this perception.

Article I Recognition

The Brookfield Federation of Teachers, hereinafter referred to as the "B.F.T", is recognized by the Brookfield Board of Education, hereinafter referred to as the "Board", as the exclusive representative of all eligible certificated/licensed personnel employed by the Board. Eligible certificated/licensed personnel include all full-time and part-time regular classroom teachers, including long-term substitutes,¹ guidance counselors, remedial teachers, nurses, librarians, technology coordinators (a certificated/licensed employee engaged to instruct students in an educational setting relative to technology, computer use, etc.), and tutors. This definition excludes Superintendent, principals, assistant principals, Athletic Director (for the duration of the current agreement), casual substitute teachers and Computer Network Support Technicians (who shall not have any assignments to teach).

¹ The B.F.T. shall be the recognized bargaining agent for the unit until challenged and replaced in accordance with Ohio Revised Code Section 4117. A substitute teacher placed in the same assignment for more than sixty (60) consecutive work days.

Article II

B.F.T. Rights and Privileges

A. The B.F.T. *shall*:

1. have use of bulletin boards in the unit members' lounge or areas reserved for unit members' use in the buildings;
2. be permitted to make brief announcements during faculty meetings with prior consent given by the building principal;
3. have the right to place B.F.T. materials in the unit members' mailboxes in each building;
4. receive an advance copy of the agenda and accompanying material of each board meeting;
5. be permitted to participate in the initial orientation meeting of each school year in each building;
6. be allowed to have its representatives, who are not employees of the District, enter buildings to conduct B.F.T. business with unit members before and after school hours and during lunch periods so long as the instructional program is not interrupted;
7. have equalized payroll deduction of dues for members who authorize such deductions, deducted in accordance with each unit member's pay period (26 pay periods or 19 pay periods). Such deductions shall remain in effect from year to year unless revoked by the unit member or upon termination of employment. The Treasurer of the Board shall send to the Treasurer of the B.F.T., the amount of dues deducted, within ten (10) days of the date on which paychecks were issued. A list of those unit members participating in dues deductions shall be given to the B.F.T. by October 1-st of each year.
8. have payroll deduction upon request by the individual unit member for payment of:
 - a. voluntary insurance program premiums
 - b. credit union payments
 - c. B.F.T. Cope Fund
 - d. annuity/investment

9. have deducted, from the paychecks of each unit member who chooses not to be a member of the B.F.T., a service fee equal to the amount of B.F.T. dues. Unit members whose initial employment with the District begins after the effective date of this Agreement shall be entitled to a thirty (30) day probationary period. The probationary period shall not be allowed when the unit member returns to employment after separation for a period of one year or less. All service fee payments shall be by payroll deduction and shall be automatic without prior authorization of the unit member. The B.F.T. shall notify the Board Treasurer of those who will be paying the service fee, and of any changes. Changes in membership status shall cause no loss of dues or service fee to the B.F.T. Service fee deductions shall be made in accordance with and at the same time as dues deductions.
10. The B.F.T. agrees to indemnify and hold the Board harmless against any judgments, costs, expenses, or other liability the Board may incur as a result of the implementation and enforcement of dues deduction or a service fee.
11. Unit members have the right to join or refrain from joining any organization for their professional or economic improvement and for the advancement of public education. Membership shall not be required as a condition of employment.

B. Exclusivity

All of the rights and privileges granted to the B.F.T. in this Article shall be exclusive of any other organization which could represent the bargaining unit in accordance with ORC 4117.

C. Board's Deficit Budget

To the extent the school board is considering to take action to address its deficit budget situation that conflicts with a provision of this contract, representatives of the Brookfield Board of Education and the B.F.T. will meet to negotiate in good faith concerning any effects on the B.F.T. Either side may initiate such meetings and the time and place must be mutually agreed upon.

Article III

Contract Modification

If either party wishes to modify the terms and conditions of the Agreement in any way, during the life of the Agreement, it shall notify the other party of the desired modification. All proposed modifications shall be given consideration. Any modification shall be by mutual agreement. If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued, such provision (only to the extent such provision, application or agreement is in conflict with any federal or state law), application or agreement shall be inoperative but the remaining provisions

hereof shall remain in effect.

Article IV

Bargaining Procedures

A. The Parties

The Board and the B.F.T. state that these procedures shall govern contract bargaining between the parties, unless otherwise agreed to in writing by the parties.

B. Scope of Bargaining

The parties will bargain all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in Section 4117.08.

C. Request for Bargaining

1. The Board or the B.F.T. shall give notice of its desire to negotiate on any date after March 1 st in the year the contract expires. The parties will exchange negotiation issues/proposals no later than twenty (20) calendar days after the notice to negotiate is provided.
2. Proposals shall specify in form and detail that to which agreement is sought.
3. Articles and provisions of this Master Agreement not submitted for modification or change shall be incorporated as part of the successor Master Agreement.

D. Bargaining Meetings

1. Bargaining meeting shall be scheduled at the request of the parties and, until bargaining is concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places, and times to avoid as nearly as practicable, conflict and interference with school employment schedules.
3. Bargaining meetings shall be closed to the press and the public.
4. Either party may recess for caucuses at any time. The parties agree that caucuses

should be kept to a maximum of thirty (30) minutes. Whenever a caucus will extend beyond thirty (30) minutes, the party taking the caucus is expected to notify the other party.

5. Tentative agreements may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each tentative agreement brought back to the table shall be discussed. But, if it not changed by mutual agreement, it shall remain a tentative agreement.

E. Representation

Representation at bargaining meetings shall not exceed eight (8) representatives of the Board and five (5) representatives of the B.F.T.

F. Information

The Board agrees to make available, upon written request and in a reasonable time, public information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.

G. News Releases

No release of information shall be made to the media or public without the mutual consent and agreement of both parties until after ninety (90) days have passed since the date of the first negotiations meeting as stated in Article IV, Section C., 1., or until impasse is declared, whichever is later.

H. Agreement

1. When the parties reach a tentative agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent and to the membership of the B.F.T. by its President.
2. Upon completion of negotiations, the B.F.T. shall present exact copies of the tentative agreements reached in negotiations to its membership. At its next regular or special meeting, (not later than thirty (30) days after ratification by the B.F.T.) the Superintendent shall present to the Board exact copies of the Tentative Agreements reached in negotiations for ratification.

If negotiations are completed during a strike, the items initialed as tentative agreement shall be submitted to the parties for ratification within twenty-four (24) hours after tentative agreement is reached. Within ten (10) days after such ratification, the B.F.T. shall prepare and type the final contract which shall include these ratified agreements and all prior agreements in accordance with Article IV, C., 3. The parties shall have seven (7) days to examine this document for corrections

and to notify the other party of any corrections. After the seventh (7th) day or upon correction, each party shall cause the contract to be signed.

3. The aforesaid agreement shall be reproduced for distribution to both parties by each respective party at its own cost for its own constituents.

I. Disagreement

If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at any time thereafter request the Federal Mediation and Conciliation Service (FMCS) to provide a mediator. The cost, if any, of such mediation services shall be shared equally by the Board and the B.F.T. If after sixty (60) days from the commencement of negotiations either side requests that negotiations be extended before mediation, and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiating session ninety (90) days from the day of the initial meeting.

However, nothing herein shall prevent either party from requesting a FMCS mediator to assist the parties at any time.

The Master Agreement between the Board and the B.F.T. may be extended by mutual agreement of both parties.

Article V

Reduction in Force

The reduction in the number of bargaining unit members may be made due to decline in enrollment, return to duty of regular unit members after leaves of absence, decline in federal or general fund revenues (shall be applied only to limited contract unit members) or by reason of suspension of schools or territorial changes affecting the District, and shall be by suspension of contracts based upon the recommendation of the Superintendent in accordance with ORC 3319.17. If the Board determines that it must pursue cost-saving measures that may result in a reduction of bargaining unit personnel or positions, the Board agrees to meet with the B.F.T. for the purpose of discussing possible and/or available options to avoid such reduction. Such meeting shall occur before any formal action by the Board on a reduction in force.

The determination of whose contracts will be suspended shall be in compliance with the following:

- A. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are certificated/licensed. Unit members serving under continuing contracts

will be placed at the top of the lists in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority. The seniority list shall be compiled and made available to all teachers within the first thirty (30) days of the start of school each year.

B. System seniority will apply and is defined as the total number of years of continuous service in the District. A year is defined as one hundred twenty (120) days of work and/or leave with pay in any one (1) school year. Seniority is affected as follows:

1. Board approved leaves of absence and suspension of contracts will not interrupt continuity of service.
2. Unit members on sabbatical leave, assault leave, sick leave, and any approved professional growth leave shall continue to accrue seniority.
3. if two (2) or more unit members have the same number of years of continuous service, seniority will be determined by:
 - a. The total number of months of continuous service.
 - b. A flip of a coin or drawing of straws when there are more than two involved. This shall be done within one month after such employment or as soon as the parties become aware the tie-breaker has not yet been done.

C. A recommended reduction in a teaching field will be made in accordance with Board Policy 3131 titled Reduction in Staff and 3220 Standards-Based Teacher Evaluation.

D. All teachers whose contracts were suspended as a result of a layoff shall be recalled first by certification/licensure and then by contract status (continuing first, then limited) then by comparable evaluations, with individuals in each category of comparable evaluations listed by seniority. The names of unit members whose limited contracts are suspended due to reduction in force shall be placed on a recall list for twenty-four (24) months from the last day of work following Board action on such suspension.

Continuing contract unit members shall remain on the recall list indefinitely. If any unit member refuses to accept a position offered of equal to or greater value of previously held position to him/her during the time on the recall list for which he/she is properly certificated/licensed, recall rights shall be forfeited.

E. In the event that an existing position is vacant or a new position is created, such position shall first be filled by a properly certified unit member through recall; then by a unit

member who volunteers for transfer; then by new staff, in that order. If there is more than one (1) unit member in any of these groups, seniority in the Brookfield School System shall be the deciding factor among teachers with comparable evaluations.

A unit member whose contract is suspended shall complete a duplicate form provided by the Board which shall ask for a primary phone number and two alternate phone numbers and a personal e-mail address at which he/she can be reached and a single address to which the Board can send a certified letter. The original form shall be filed with the Board and the duplicate is for the unit member.

Whenever a vacancy occurs or new position is created, the Board shall attempt to contact the next properly certified unit member on the recall list by telephone or email to notify him/her of the vacancy and send a certified letter of notice to the address on file stating the position that is vacant, whether it is full or part time, and that the unit member is being

recalled to fill that position. A unit member on recall list shall not be required, by these provisions, to accept employment for less time than held at time of RIF. The unit member must reply in writing via email or facsimile transmission to the Superintendent within seven (7) calendar days of being contacted by the Superintendent, and must state whether s/he is accepting or rejecting the position. Failure of a unit member, who is eligible, to timely respond shall result in forfeiture of recall rights.

A seniority list and a recall list shall be maintained and updated in accordance with the provisions of the Article V. The Board shall provide a copy of each list to the B.F.T. annually, and shall notify the B.F.T. in writing of any changes as they occur.

- F. Unit members whose contracts are to be suspended will receive notice of the suspension thirty (30) days before their contract is suspended.
- G. Unit members who choose not to displace another unit member under Section C above, or to accept a position in an area other than in the area in which he/she was teaching when the suspension of contracts were affected, shall not forfeit recall rights.
- H. For this article only, comparable evaluation ratings of OTES teachers shall be defined by Board Policy.

Article VI

Reporting

No unit member shall be held responsible for loss, damage, or destruction of District property or children's property, when such loss, damage or destruction is not the fault of the unit member. Unit members must timely report to the Administration or proper authorities, any personal knowledge

they have regarding loss, damage or destruction caused to District property or that of students or staff when the damage occurs on District property.

Teachers will timely report threatening situations that require reporting under the District Safety Plan.

Article VII

Working Conditions

A. Class Size

Class size shall be in accordance with the formulas, guidelines, and standards set forth by the Ohio Department of Education with the following exception:

No individual class shall exceed the ration of thirty (30) students per one (1) unit member unless approved by the unit member involved, the building administrator, and the B.F.T. this ratio shall not apply to band, chorus, and physical education.

For the 2009-2010 school year, the Board of Education will not act to increase the ratio of students to classroom teachers in excess of the following average ratios: K — 3: 25 — 1; 4 — 8: 27 — 1; 9 — 12: 28 — 1. However, if there is a drop in student enrollment, any reduction in the number of teachers shall be in accordance with the contractual procedures for Reduction in Force, and consistent with state law.

B. Clerical Assistance

The Board will supply clerical assistants to take care of the following duties:

1. Maintaining and recording information on permanent records.
2. Duplicating instructional and other materials.
3. And, teachers shall do the following:
 - a. Teachers shall use the District's computerized system to input and maintain grades, attendance, progress or interim reports, and report card commentary in accordance with the Building Administrator's direction.
 - b. The B.F.T. and the Board will cooperate in identifying how to have teachers address technical NEOMIN or other computer program related issues.

C. Lunch Periods

Each unit member will be assigned a thirty (30) minute duty-free lunch period each school day. Each unit member who leaves his/her respective building(s) during the lunch period is to check in and out through the principal's office via a check list.

D. Leaving the Building

A unit member may not leave the school premises during his/her planning and conference period unless he/she receives prior permission through personal contact with the building principal or his/her designee.

E. Grading Periods

The grading periods will be on a nine (9) week basis, twice a semester, and four (4) times a school year.

Progress reports (i.e. interim grades and comments) support monitoring student performance and are available to parents. Unit members teaching grades 1-12 will post the interim grades for progress reports no later than the fifth (5th) week of each grading period. An early student dismissal will be provided on one school day for this purpose during each grading period. Kindergarten teachers will produce progress checklists three times per year in the format identified by the building principal.

F. Professional Development Programs

The building administrator(s), together with the Building Leadership Team, will make recommendations based on data, including but not limited to Teacher Based Teams' input, concerning the development and presentation of professional development programs to the District Leadership Team for review and consideration.

In the event the District schedules a Professional Development opportunity for bargaining unit members outside of the regular workday, the opportunity shall be voluntary. A bargaining unit member's attendance or non-attendance shall not be reflected in any part of the OTES Evaluation Cycle.

G. Departmental Meetings

Unit members may be required to attend regularly scheduled system-wide departmental meetings, not in excess of two (2) per year.

H. Faculty Meetings

Faculty meetings may be called at the discretion of the building principal or Superintendent up to once a month (excluding August) when items of importance are

necessary to be discussed. An additional faculty meeting may be called when an emergency exists. An agenda for the meeting covering all known matters will be provided to the unit members at least twenty-four (24) hours in advance. A faculty meetings shall not exceed one (1) hour in duration, except in emergency situations.

In the event section J. 1. (a-c) changes or is altered during this agreement or after, the parties agree to reopen the subject of Faculty Meetings for negotiations purposes.

I. Non-Teaching Duties

1. The Board will arrange the scheduling of buses so as to reduce the number of members of the bargaining unit assigned to bus duty and/or the amount of time required for bus duty.
2. Supplemental Contracts will be provided for teachers who perform non-teaching duties outside of the student day.
3. When the Board and the B.F.T. believe the Board can use non-certified personnel in a way that is advantageous to the educational program at any level, the Board may use non-certified/licensed personnel to perform non-instructional duties (cafeteria/recess and study hall supervision) so long as the time teachers are removed from such current duties is utilized to allow them to provide for the enhancement of educational opportunities, including but not limited to additional instruction educational outreach.

J. Work Day, School Hours, and Check-in Procedure

1. The work day for the bargaining unit shall be an average of seven (7) hours and eighteen (18) minutes.
 - a. Regular school hours for unit members assigned to grades 5 through 12 will be Monday and Friday 7:45 a.m. to 2:45 p.m. and Tuesday, Wednesday and Thursday 7:15 a.m. to 2:45 p.m..
 - b. Regular school hours for unit members assigned to grades Kindergarten through 4 will be Monday and Friday 8:30 a.m. to 3:30 p.m. and Tuesday, Wednesday and Thursday 8:00 a.m. to 3:30 p.m.
 - c. Tuesday, Wednesday and Thursday bargaining unit members will participate in District-directed professional development up to forty (40) minutes prior to the student day.
 - d. Students will report to a designated location or locations and shall not be permitted in the halls or classrooms until five (5) minutes before the beginning of the start of class.

- e. Formal check-in will be employed at all buildings. Unit members shall sign next to their printed name, at the beginning of each school day, on a list provided at the respective school.
- f. Unit members who leave their respective buildings during the school day are to check in and out through the principal's office.

K. Planning Time

Recognizing that planning is essential for good teaching, planning periods shall be provided for all teachers according to the following schedule:

Grades K — 4 th	Two Hundred forty (240) minutes of planning time per week
Grades 5 th — 12 th	One (1) planning period per day which shall be a continuous classroom period.

All elementary classroom teachers will have a planning period of at least thirty (30) consecutive minutes.

Teacher planning periods should be used for teaching preparations; conferences, which include parent-teacher, teacher-student, administrator-teacher; other educational purposes; and meeting the individual needs of the students.

Administrators shall not require a unit member to attend or participate in more than four (4) activities during their planning time per month without additional compensation. The compensation for the loss, in whole or in part, of a daily planning period shall be twenty-five (\$25) dollars

L. Extra-Curricular Activities

During related school activities when admission fees are paid, unit members on duty shall be paid at the rate of eight dollars and fifty-cents (\$8.50) per hour. A minimum of eighteen dollars (\$18.00) per assignment shall be paid.

M. Student Teachers

Student teachers will be assigned only by mutual consent of the unit member and school administrator. A unit member may request an assignment of a student teacher. All requests may not be honored due to availability of student teachers, and the administration regulating numbers of student teachers within the grade level and the departmental structure of the school. A unit member who is assigned a student teacher shall receive a \$350 stipend. The stipend shall be paid to the unit member at the completion of the assignment with all corresponding paperwork submitted and the compensation from the

university/college received by the District.

N. Lunch-Duty Supervision

Non-certified monitors may supervise the student lunch periods in the school buildings consistent with Article VII(I).

O. School Year

1. There shall be one hundred eighty-three (183) days per contract year to be scheduled as follows:

179 Classroom instruction days one (1) day for parent-teacher conferences, the dates and times to be scheduled jointly by the Superintendent and B.F.T.

4 In-service days at the start of the school year. With regard to activities on in-service days: Two (2) days shall be district directed (scheduled by the District), one (1) day shall be teacher directed (scheduled by the individual teacher) teachers may be asked to participate in a meeting(s) for no more than two (2) hours during this teacher directed day and one (1) day shall be used as a flex day at the unit member's discretion.

2. "Meet the Teacher" Open House

Unit members who attend a "Meet the Teacher" open house shall not be required to attend the teacher-directed in-service day except from 8:00 AM to 12:00 PM.

P. Travel

All unit members who are on official school business or assigned to teach in more than one (1) building within one (1) work day will be paid mileage for all authorized travel. The rate shall be that which is equal to the per mile allowance standard being utilized by the Internal Revenue Service. Any changes made by the IRS to the mileage rate shall become effective upon the effective date of the change.

Q. Emergency/Restroom Procedure

Any unit member who may need a restroom break during his/her teaching assignments may notify his/her school building office of this emergency. The office shall provide timely coverage of the requesting unit member's classroom until the return of that unit member. The unit member shall utilize only necessary and reasonable time for such emergency. Specific building procedure for the above necessary break shall be mutually agreed to by the principal and the B.F.T. building representative

R. Elementary Schedule

1. Planning time shall be scheduled by principals, in accordance with Article VII, Section K., with input from the Building Advisory Committees. Unit members in K-4 shall have a daily planning period of at least thirty (30) continuous minutes in accordance with Article VII, Section K. The BFT and the District recognize the amount of minutes provided to elementary teacher meets the requirements in Article VII, Section K, although daily planning is not currently possible. The BFT and the District will continue to address the concern about daily planning periods in regards to being able to provide five (5) specials for students.
2. Unit members will provide children with recess as scheduled by the building principal.
3. All unit members may schedule conferences on planning time or after 3:30 PM at the convenience of the unit member and parent.
4. An annual stipend of \$675 will be paid to elementary teachers who have applied and are hired to perform bus duty in the morning before the student day but during the teacher workday or in the afternoon after the student day but during the teacher workday.

S. Substitute Teaching

Unit members shall not be required to assume the responsibilities of another unit member when the unit member is absent from his/her class or on leave unless they volunteer.

In the event that a substitute teacher has not been procured during the absence of a regular classroom teacher, unit members who voluntarily monitor any other teacher's students shall be compensated at the rate of twenty-five (\$25) per class period or partial class period with the following stipulations:

1. A list of volunteering teachers shall be compiled at the beginning of each grading period.

The volunteering teacher shall have the right to refuse coverage due to other commitments/responsibilities during his/her planning period on a case-by-case basis.
3. Every effort should be made by the Building Administrator to rotate volunteering teachers used during a particular class period
4. Compensation shall be paid to the volunteering teachers by the second pay period

following the end of each grading period.

T. Long-Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) consecutive days. All long-term substitutes shall receive a written contract of employment and shall work their 1st through 60th day at the substitute rate.
2. The employment of long-term substitutes shall be for up to one year as specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XI, Fair Dismissal Policy, nor the provision of Section 3319.11 of the Revised Code shall apply to long-term substitutes.
3. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half 3 ½ hours per day) in any one school year.
4. Neither provisions of Article V – Reduction in Force, nor the provisions of Section 3319.17 of the Revised Code shall apply to long-term substitutes or to permanent substitutes.
5. The provisions of Section 3319.11 of the Revised Code shall not apply to long-term substitutes.
6. Beginning with the 61st day of employment, a long-term substitute shall be placed on Step 0 of the appropriate educational column of the salary schedule. The employment of a long-term substitute shall not be disrupted so as to cause a disqualification of this movement to the salary schedule.
7. Long-term substitutes who are re-employed for the following school year as long-term substitutes (in a different position) will be placed at Step 1 of the salary schedule after 60 days of employment. Long-term substitutes who are re-employed for the following year under a regular teaching contract will be appropriately placed on the salary schedule.

U. Professional Development Committee

Appointments

- a. The Professional Development Committee of the Brookfield Local school district shall be comprised of three (3) teachers appointed by the B.F.T. and two (2) administrators appointed by the Superintendent.

- b. Initially, two (2) of the three (3) members appointed by the B.F.T. will be appointed for two year terms and the third member shall be appointed to a one-year term in order to stagger the ending dates. Thereafter, each new term of each member shall be for two (2) years.
- c. One (1) of the administration members shall be appointed for two (2) years and the second member shall initially be appointed to a one-year term. Thereafter, each new appointment shall be for a period of two (2) years.
- d. If a vacancy among the teacher members occurs, the same shall be filled by the B.F.T. If a vacancy among the administrative members occurs, the same shall be filled by appointment by the Superintendent.
- e. The committee shall select a chairperson, a secretary, and other officers the committee deems necessary annually by a majority vote.
- f. A quorum shall be four (4) of five (5) members in order to conduct LPDC business.
- g. Meetings shall be called by the chairperson or by a majority of committee members upon petition to the chairperson. The chairperson shall preside over each meeting. There shall be at least two (2) meetings per year. A member who misses two (2) meetings for reasons not excused by the chairperson shall be removed from the LPDC

Purpose

- a. purpose of the committee is to assist educators in planning and reviewing coursework and other professional development activities completed by educators within the Brookfield Local School District and used for the renewal of certificates and licenses, all in accord with Ohio Teachers Education and Licensure Standards as then set forth in Ohio Law.
- b. The committee members shall determine the time, place, and frequency of meetings.

Process

- a. Upon its initial meeting, the committee shall adopt reasonable practices and procedures to ensure proper, fair, and equitable application of appropriate procedures, criteria, rules, and time lines. The same shall be approved by majority vote of the committee and reduced to writing.
- b. Accurate minutes of all committees meetings shall be kept and maintained by the secretary.
- c. Actions of the committee shall be determined by majority vote of the committee and duly recorded in the minutes of each meeting.

Function

- a. The LPDC shall review all certificate/license renewal applications for all certificated/licensed employees. This process shall include reviewing semester hours, Continuing Education Units (CEUs), and other approved activities that are submitted for credit toward certificate/license renewal. The LPDC bases recommendations for license/certificate renewal on the employee's Individual Professional Development Plan's compliance with the guidelines of the law. When reviewing an employee's IPDP or credit proposal or certificate/license renewal applications, a majority of the LPDC shall consist of the employee's contemporaries (i.e. a majority of the LPDC shall consist of teachers when reviewing a teacher's IPDP, credit proposal, or renewal application, and a majority of the LPDC shall consist of administrators when reviewing an administrator's IPDP, credit proposal, or renewal application).

- b. Appeal

Written appeals shall be submitted to the LPDC chairperson within twenty (20) contract days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the LPDC. An appeal may be presented in person at the next regularly scheduled LPDC meeting. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than three (3) work-days before that regularly scheduled LPDC meeting. Written notification of the appeal decision shall be provided within five (5) work-days following the LPDC meeting. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two.

Members of the mediation team must hold a current Ohio Department of Education certificate/license.

- c. Accountability Audit

A joint committee of teachers and administrators shall audit the activities of the LPDC during the final year of this Agreement in order to ensure compliance with all LPDC procedures and guidelines.

5. Compensation

The Chair of this committee shall be compensated with a supplemental contract of \$500 each year. All other committee members shall be compensated at a rate of \$18 per hour.

V. Labor/Management Committee

1. A joint labor/management committee shall be established to address issues of concern to the Administration and the Federation.
2. The committee shall be structured as follows:
 - a. The Superintendent and the Federation President shall serve as co-chairmen/co-chairwomen.
 - b. The Superintendent may appoint up to 5 members, inclusive of administrators or legal counsel for consultation.
 - c. The Federation President may appoint up to 5 members, with at least one representative from the elementary, middle, and high school levels.
3. The committee shall meet once a month for the purpose of presenting matters of mutual concern, discussing problems, and attempting to resolve issues before they reach the grievance level.
4. The committee will mutually determine ground rules, FMCS training for the committee if it determines necessary, and meeting location and times throughout the school year.
5. Minutes of the meeting shall be taken for informational purposes and mutually agreed upon then distributed to the members of the Committee and the Board of Education following each meeting.
6. The function of the committee is not to negotiate, but to be an opportunity to communicate and to mutually work toward improving the quality of education and the relationship between the Federation and Administration, building community confidence, and employee morale.

W. Supplemental Salary Committee

1. A Supplemental Salary Committee shall be established, to review both athletic and non-athletic supplemental. This Committee shall consist of three (3) bargaining unit members appointed by the B.F.T. President and three (3) members of the administration or Board of Education appointed by the Superintendent. The functions of the Committee shall include:
 - a. Reviewing the present supplementary salary schedules to determine whether the current compensation remains competitive when viewed against comparable school districts;
 - b. Reviewing the present supplementary salary schedules to determine whether positions should be added or eliminated;

- c. Developing recommendations for changes in the present supplemental salary schedules and to add or eliminate supplemental positions; and
- d. Presenting recommendations for changes in the present supplemental salary schedules and to add or eliminate supplemental positions to the Superintendent and Union President no later than one hundred twenty (120) days prior to the expiration of this Agreement.

2. This Committee shall meet upon agreement of a majority of the Committee.

X. Special Education / IEP Team

All teachers who are required to write IEPs (Individualized Educational Plans) or a WEP (Written Education Plan) will be given four (4) half-days throughout the school year release time from regular duties for this purpose. These days shall be on dates mutually agreeable to the special education teacher(s) and the principal(s). Special education teachers who need additional time for writing IEPs may petition the Superintendent in writing for his/her approval.

Y. Calamity Days

In case the District chooses to close school due to calamity for students and members during the regular school year beyond the minimum requirement for student attendance, both members and students will make up needed days/hours. These additional days/hours shall be mutually agreed to between the District and the BFT. In the case where school is not closed in excess of the minimum hours students are required to attend but school is closed more than eight (8) days, the District will add the days over eight (8) to the school calendar and members will be required to attend. These additional days shall be used for professional development that is mutually agreed to between the District and the BFT.

The District shall not require members to report to school when school is closed for students due to calamity.

Article VIII

Grievance Procedure

A. Definitions

- 1. *Grievance Policy* — The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its unit members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be

available to all unit members and no reprisals of any kind shall be taken against any unit members initiating or participating in the grievance procedure.

2. *Grievance Defined* — A grievance is a complaint involving the violation, Interpretation, or application of this negotiated Agreement between the Board and the B.F.T.
3. *Aggrieved* — The lodging of any grievance shall be the exclusive right of the individual unit member or the B.F.T. The B.F.T. shall have the right to lodge a

grievance on its own behalf or to appeal any action of the grievance of an individual unit member. Any class action grievance shall identify all of the affected members prior to arbitration.

B. Grievance Procedure

Step One: The aggrieved shall first discuss such grievance with his/her building principal. A teacher, or the Federation, must initiate the informal grievance within twenty (20) working days of the occurrence or the date a person should have known of the circumstances giving rise to the grievance.

Step Two: If Step One does not resolve the grievance to the satisfaction of the aggrieved, the aggrieved shall have the right to lodge a written grievance with the building principal. Such written grievance shall be lodged within thirty (30) working days following the act or condition which is the basis of said grievance. The written grievance shall contain a. concise statement of the facts upon which the grievance is based, a reference to the specific provisions of the Master Agreement allegedly violated, misinterpreted, or misapplied, and the remedy sought by the aggrieved. A copy of such grievance shall be filed with the Superintendent. The aggrieved shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved unit member shall have the right to be represented at such hearing by counsel or by a representative of his/her unit member organization.

The building principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the unit member and the Superintendent.

Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the aggrieved, such unit member may appeal in writing within fifteen (15) working days to the Superintendent. Upon request, a hearing shall be

conducted by the Superintendent within ten (10) working days after receipt of the request. The aggrieved unit member shall have the right to be represented at such hearing by counsel or by a representative of the B.F.T..

The Superintendent shall take action on the appeal of the grievance within ten (10) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the hearing. The action taken and the response for the action shall be reduced to writing and copies sent to the aggrieved, the B.F.T. President, and the building principal.

Step Four — Arbitration — In the event that the aggrieved has initiated Step Three of the Grievance Procedure and the grievance has not been resolved to the satisfaction of the aggrieved, the B.F.T. may elect to take the grievance to arbitration using the following procedure.

1. The B.F.T. shall notify both the Federal Mediation Conciliation Service (FMCS) and the Superintendent that it is requesting a list of seven (7) possible arbitrators who have had experience in resolving school issues during the past (5) years. Within five (5) days after receiving the list of seven (7) arbitrators, the two (2) parties shall meet and by alternately striking names from the list, arrive at a selection. This request for arbitration must be made within thirty (30) working days of the date the Superintendent has reduced to writing and sent copies to the unit member and building principal of his/her actions in Step Three of the Grievance Procedure.
2. The arbitrator shall be the person whose name remains on the list after six (6) names have been struck. A coin shall be tossed to determine who shall strike first. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected.
3. The parties shall provide the arbitrator with the proper materials and information for the arbitration process.
4. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement or make any decision contrary to law.
5. The Board shall be responsible for the cost of its representative and half the cost(s) and expenses(s) of the arbitrator or chairperson or the arbitration panel. The B.F.T. shall be responsible for the cost(s) and expense(s) of its representative plus half the cost(s) and expenses(s) of the arbitrator. The parties shall also split the cost or expense associated with use of a court reporter if both parties agree to use the

services of a court reporter.

Grievance Procedure- Miscellaneous

1. Failure at any level by an administrator to communicate a decision within the specified time limit shall permit the Grievant to proceed to the next level of the Grievance procedure.
2. Should the Grievant not timely move the Grievance to the next Level, the Grievance will be deemed settled on the basis of disposition at the step and further appeal of the Grievance, or a Grievance based on the same or similar circumstances, shall be barred and not processed under this Article.

The timeframes in the grievance process may be extended by mutual agreement of the Superintendent and Federation President.

4. In the event irreparable injury would result from a postponement of addressing a grievance until the following school year, the Superintendent, Federation President, and Grievant may agree to alter the grievance process timelines so the matter can proceed through the grievance procedure as expeditiously as possible.

C. Unfair Labor Practice Charges

The B.F.T. will notify the administration of a complaint prior to filing any unfair labor practice charge and meet with the administration in an effort to resolve same.

Article IX

Leaves of Absence

A. Personal Leave

Unit members shall be granted three (3) personal leave days per year with full pay. Unused personal leave days shall be converted to sick leave annually in July or, at the discretion of the member, the member shall be paid \$100 for each unused personal day or a combination of both by the second pay in June.

Personal leave days shall be requested at least two work days (i.e. anytime Monday for an absence on Wednesday or anytime Thursday for an absence on Monday) in advance unless an emergency exists.

Personal leave is to be used only for matters which cannot be scheduled outside of regular

hours. Such leave shall not be taken during State mandated test dates nor during the first five (5) days and last five (5) days of the school calendar year, unless an emergency exists and written permission is granted by the Superintendent.

1. Emergencies:

- a. Accidents in the family, or involving family property
- b. Road conditions making it impossible to report to work
- c. House fire
- d. Flooding
- e. Breakdown of heating system or water pipes
- f. Court appearances as litigant or witness
- g. Other comparable reasons

2. Obligations:

- a. Observance of religious holidays where total abstinence from work is required.
- b. Attendance at graduation exercises for the employee, spouse, or child.
- c. Personal business that cannot be handled at some other time shall be labeled upon applications as one of the following categories:
 - i. legal
 - ii. financial
- d. Other comparable reasons

3. Personal reasons with the exception of medical.

B. Professional Meeting Leave

Professional leave with full pay may be granted upon the recommendation of the building principal and approval of the Superintendent in accordance with the following:

Proper application has been filed with the building principal at least two (2) weeks prior to the professional meeting. In case of emergency, this time limit will be waived.

- 2. Application shall be made on the Board-provided form, which may require providing a description or agenda of the professional meeting, seminar, workshop, clinic, etc.
- 3. The professional meeting expenses incurred by the employee and listed on the application will be paid by the Board upon completion of the above conditions.

C. Sick Leave

Each unit member shall be entitled to accumulate one and a quarter ($1\frac{1}{4}$) days of sick leave per month.

The Board shall notify each unit member as to his/her total accumulated unused sick leave on each pay stub.

The maximum accumulation of unused sick leave days shall be three hundred eighty (380) days.

A first year unit member or a unit member who has exhausted his/her sick leave during the first semester shall be granted a five (5) day advance of their leave. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the employee earns.

Falsification of sick leave may be grounds for termination.

D. Assault Leave

In accordance with and subject to O.R.C. 3319.143, the Board shall grant assault leave to any unit member who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. Such absence shall be with full pay during the period of absence. The Board shall provide the unit member with the proper forms for filing for Workers' Compensation benefits and the unit member shall promptly apply for such benefits. Benefits paid by Workers' Compensation to the unit member as compensation for time of work shall be reimbursed to the Board. The Board shall provide a medical form to be signed by a licensed physician indicating the nature of the disability and length of absence.

The Board shall provide a form on which the employee shall state the nature of the assault. Assault leave shall not be charged against any other leave.

E. Maternity/Adoption/Child Care Leave

1. Maternity Leave

- a. A pregnant unit member shall be granted, upon written request, unpaid maternity leave. The effective date of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of leave.

- b. A pregnant unit member may use upon written request, accumulated sick leave while pregnant, and up to six (6) weeks after the pregnancy ends. Maternity leave will terminate six (6) weeks from when the pregnancy ends.
- c. Upon return to service following maternity leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days equal at least one hundred twenty (120) days.

2. Adoption Leave

- a. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing he/she is the adoptive parent.
- b. Adoption leave shall be for three (3) weeks without pay.
- d. Request for adoption leave shall be made to the Superintendent in writing at least thirty (30) days in advance of the date such leave is to begin unless the unit member becomes aware of the date of receiving a child during the thirty (30) day period in which case the Superintendent shall be notified as soon as possible. Upon return to service following adoption leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days total one hundred twenty (120) days.
- e. All insurance coverage shall be continued for those who are on adoption leave in accordance with Section G of this Article.

3. Child Care Leave

- a. Any unit member shall be granted, upon written request, leave for child-rearing for up to two (2) years without pay, which shall include the remainder of the school year in which the leave began and the one (1) additional year. A unit member who wants to continue leave after the end of the school year in which the leave began shall notify the Superintendent in writing by July 10th prior to the beginning of the ensuing school year. Such two (2) year child care leave will, upon request, be granted during each five (5) years of service providing he/she returns to work for a minimum of one (1) school year following such leave.

- b. A unit member shall notify the Superintendent in writing at least thirty (30) days in advance of the beginning date of the leave. In emergency situations, the thirty (30) days shall be shortened.
- c. Upon return to service following child care leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days and used professional leave days total one hundred twenty (120) days.
- d. All insurance coverage shall be continued for those who are on child care leave in accordance with Section G of this Article.
A unit member on child care leave may return to work at the beginning of a semester only or, if the leave is for less than one (1) year, at the beginning of any nine (9) week grading period, by giving the Superintendent written notice forty-five (45) days in advance

F. General Leave

- 1. General leave of absence will be granted to a unit member upon request and recommendation of the Superintendent and or by approval of three-fifths (3/5) of the Board; and shall be granted upon request of the unit member when the reason for the leave is illness. General leave of absence shall be without pay. The maximum time period of general leave shall be for two (2) years.
- 2. General leave of absence must be requested in writing by the individual unit member thirty (30) days prior to the beginning of any semester. However, in cases of emergency, the thirty (30) day prior notification may be waived.
- 3. A general leave of absence may be terminated at the end of a semester by the unit member providing written notification to Superintendent by December 1st for return at the start of the second semester or by July 1st for return at the start of the ensuing school year.

Upon termination of general leave of absence, the unit member will return to his/her previous position.

G. Insurance While On Leave

Unit members on leave in accordance with the provisions of this contract shall be continuously covered by the insurance benefits provided by this contract for the period of the leave up to six (6) months, except as otherwise provided in this contract.

The unit member, however, continues to be responsible for his/her monthly health care contribution as stated in Article XIV. Should the employee's monthly contribution not be deducted by paycheck, the employee must provide an advanced full payment of the monthly contribution to the Treasurer on or before the first of each month to continue health insurance coverage. Failure to provide said payment will result in loss of coverage. This does not negate the Board's responsibilities under COBRA.

H. Sabbatical Leave

A unit member who has been credited with five (5) or more years of employment in the District, and who is not within five (5) years of eligibility for retirement may be granted, upon request, contingent upon compliance with the following requirements, leave with pay for the purpose of professional growth in their related certified areas of instruction. The Board may approve sabbatical leave for one (1) Board adopted school calendar year

School Board Requirements:

1. A unit member must have satisfactory evaluation from his/her principal.
2. The unit member must submit a comprehensive plan for professional growth in his/her related certified areas of instruction to the Superintendent prior to the start of the leave for his/her approval.
3. The unit member shall agree in writing that he/she will return to the District for a period of not less than one (1) school year from the date of conclusion of the leave.
4. The unit member shall, at the end of the leave, show written evidence that the comprehensive plan was followed.
5. The Board may deny such leave if a substitute qualified in the subject areas of unit member on leave is not available.
6. No more than two (2) unit members may be on leave at any one time. Leave shall be on a first-come, first-serve basis.
7. No unit member shall be permitted to take leave more than once in five (5) years and after five (5) years, said unit member shall not be allowed leave if others have given notice of their intent to take leave.
8. The unit member on leave shall receive his/her regular salary minus the salary paid to the substitute. The Board shall be responsible for their share to the STRS only on the actual amount paid to the unit member on leave.
9. At the request of the unit member to leave, the Board shall continue to pay the Board's cost of fringe benefits (hospitalization, dental insurance, etc.) and shall

deduct from the unit member's salary, as premiums are due, the difference between the actual cost of the premium and the amount paid by the Board for such fringe benefits for the substitute. If the salary of the unit member on leave is less than the amount of such payments, the Board will continue to pay for the premiums only if the unit member pays the proper amount to the Board in advance of the premium due date; otherwise, the Board shall not pay the premiums.

10. Sabbatical leave shall be at no additional cost to the Board.

11. Unit members who do comply with these requirements shall be granted leave.

I. B.F.T. Leave

The Board shall grant professional leave with full pay for one (1) or two (2) delegates of the B.F.T. to attend meetings and conventions of either the O.F.T., A.F.T., or AFL-CIO.

Professional leave shall not exceed a total of two (2) days during any school year regardless of how many delegates go. Application for professional leave shall be submitted to Superintendent at least two (2) weeks prior to a Board meeting.

J. Jury/Hearing Leave

Unit members who are called to serve on Jury Duty or are subpoenaed to appear at legal hearings which are related to the unit members' employment by the Brookfield Board of Education shall be granted leave with full pay. Payment received from the agency causing the service of the unit member, up to the amount of full pay, shall be remitted to the Board, except the unit member may deduct from such remittance, the amount spent on parking for the legal hearing of the amount of the actual receipt(s) which must be submitted to the Treasurer of the Board. An individual unit member suing the Board or any of its administrators may not receive pay under this section.

K. Family and Medical Leave

In accord with the Family Medical Leave Act ("FMLA") and its associated regulations, the Board of Education shall provide up to twelve (12) work weeks of unpaid leave during each 12-month period, as defined herein, to all bargaining unit members who meet FMLA's eligibility requirements. Appendix E contains the Family and Medical Leave forms.

For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any

previous 12-month period.

FMLA leave may be taken by eligible bargaining unit members for one of the following reasons:

1. the birth or care of a child
2. the adoption or foster care of a child
3. the care of a spouse, son, daughter, or parent if such individual has a serious health condition or
4. a serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D., D.O., or other proper health-care provider)
5. other conditions allowed under the Act.

During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a bargaining unit member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

If the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total of the twelve (12) weeks only by the amount of leave actually taken.

The Superintendent may require the staff member to transfer temporarily to an alternative position at the same compensation when the intermittent or reduced-schedule leave is foreseeable and the transfer better accommodates recurring periods of leave, if the leave periods exceed twenty percent (20%) of the total number of workdays encompassing the period of anticipated leave.

Whenever the leave is necessitated by the serious health condition of the staff member or his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall provide such notice as early as practicable. The staff member shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the District.

In cases in which the District has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

Upon written notification from the Superintendent, Family and Medical Leave will be tolled concurrently with the individual's accrued sick leave. Such notification will apply only to sick leave use of five (5) or more continuous days taken for the same reason.

In the case of the health condition of a family member, the unit member is directed to obtain medical certification from the physician of his/her family member and submit it to the Superintendent, the certification to include:

1. the date the serious health condition began;
2. the probable duration;
3. appropriate medical facts regarding the condition;
4. a statement that the staff member is needed to care for the family member;
5. an estimate of the amount of time needed for such care. In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider and, in the event of conflict, the opinion of a third health provider whose decision shall be binding and final.

The staff member shall provide the District with a statement from his/her physician that he/she is able to assume full-time responsibilities for his/her position.

At the end of any leave described in this policy, the Board shall restore the unit member either to his/her former position or to one that is equivalent in responsibility and compensation. The unit member shall not accrue any sick leave during the leave period.

Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period.

All bargaining unit members who have accumulated at least one year of service in the District may apply for family leave under the provisions of the federal Family Medical Leave Act of 1993.

Should a bargaining unit member believe the Board has violated either a provision of the

Section or a provision of the FMLA, the employee may elect to have his/her claim reviewed under either the grievance procedure appearing in Article VIII of this Agreement or under the enforcement procedures appearing in the FMLA, but not both.

Article X

Personnel Files

All unit member permanent central office files shall be maintained under the following conditions:

- A. All materials placed in the permanent central office unit member's file, and originating within the School District, from this date forth, shall be available to the unit member at his/her request for inspection.
- B. Material originating within the School District and which is derogatory to a unit member's conduct, service, character, or personality shall not be placed in a unit member's file unless the unit member has had an opportunity to read the material. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
- C. The unit member shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
Once a unit member is employed he/she is entitled to a copy of any material placed in his/her personnel file. Any unit member may place material pertaining to awards, recognition, professional growth, or personal references in his/her file if he/she so desires and said material is approved by the Superintendent. Once employed all material relating to any one (1) unit member shall be placed in one (1) central personnel file.
- D. The personnel files shall be centrally located and under the maintenance and responsibility of the Superintendent. No one other than the Superintendent shall have access to the file unless proper application to see the file is made.
- E. A unit member shall be granted the opportunity to see his/her file upon request and availability of the Superintendent. The unit member requesting inspection of the file may be accompanied by another certified unit member, union representative, or an attorney. The unit member's assigned administrator shall be permitted to see the file in the presence of the Superintendent. This is to eliminate unauthorized modification, destruction, and/or use of disclosure of data.
- F. No information shall be placed in the file which is not accurate, relevant, timely, and complete. All information placed in the file shall have the signature of the author affixed to it. No information shall be placed in the file until after the unit member has seen and, if desired, had the opportunity to attach a statement to the information.

- G. The Superintendent shall review each file and discard any information which is no longer accurate, relevant, timely, or complete. The unit member shall be notified of such removal.
- H. Anytime that a dispute exists between the Superintendent and a unit member over the accuracy, relevance, timeliness, or completeness of any information in his/her file, he/she may make such dispute the subject of the grievance procedure contained in the Master Agreement.
- I. Information shall be placed in the file and the file shall be used only to the extent that it is essential to operate adopted school programs and stated purposes of the District. Article XI

Article XI

Unit Member Welfare

A. Evaluation Review Committee

Evaluation Review Committee (ERC): The parties agree to an ongoing, collaborative and comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Evaluation Review Committee (ERC) will be formed with four (4) members appointed by the B.F.T. and three (3) administrators appointed by the Superintendent, in addition to the Superintendent or his/her designee, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and B.F.T. for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The ERC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. The parties agree that an initial review of the current evaluation process and recommended changes, if any, will be completed in advance of the second year of this agreement. Changes recommended by the ERC will not become a part of this Agreement unless adopted by the Board and approved by the B.F.T. The ERC will meet twice per year, as needed with changes in the ORC and/or at the request of either party or as otherwise determined by the ERC Committee.

Minutes shall be kept and distributed accordingly.

B. Job Security

OTES

In accordance with Ohio Revised Code Section 3319.111 and 3319.112, the Board's adopted standards-based teacher evaluation policy is included in this Master Agreement, by reference, for application to OTES teachers. During the term of the Master Agreement, subsequent revisions to that policy which affect terms and conditions of employment must be bargained prior to implementation. All matters contained within the Board policy and OTES shall be considered grievable under the grievance procedure contained within this contract.

NON-OTES

Any teacher not covered by the OTES evaluation policy, will be evaluated on an annual basis using forms that will be developed prior to the 2015-2016 school year by the ERC, who will create and recommend non-OTES evaluation forms for adopting and use by the Superintendent. Should the ERC be unable to create non-OTES forms prior to the 2015-2016 school year, it shall make a recommendation to the Superintendent on the issues that the Superintendent can create the non-OTES forms that will be used.

The Board and B.F.T. agree that the provisions of O.R.C. 3319.11 and 3319.111 are not superseded by the evaluation and non-renewal procedures, except as specifically modified by this Article.

1. NON-OTES Teacher Evaluation

- a. A formal teacher evaluation shall consist of two (2) observation sessions conducted by the credentialed administrator evaluator (CAE) for at least thirty (30) minutes each.
- b. A pre-observation conference may be conducted prior to the first observation. The teacher must complete pre-observation questions.
- c. The CAE may schedule a post-observation conference to discuss the observation and identified strengths and weakness of the teacher.
- d. The teacher will be provided a copy of any completed observation form(s). The completed form(s) will constitute an observation report(s). Two observation reports within a school year will constitute the evaluation record for that school year.
- e. Should an observation report identify performance deficiencies, the CAE and teacher will discuss an action plan, which delineates corrective actions to be taken

by the teacher and areas of needed improvement.

The teacher will sign the observation form to acknowledge awareness of its contents. Any teacher who disagrees with the observation report may respond to it in writing within five (5) school days of receiving the observation report. The teacher's response will be attached as part of the evaluation record.

- g. Teachers on continuing contracts will be evaluated at least once every three (3) years.

Teachers on limited contracts who are under consideration for renewal/non-renewal shall receive at least three observations unless the Superintendent waives the third. All other teachers on limited contracts will be observed a minimum of two (2) times per school year. The first observation will be completed before January 31⁵¹. The second observation will be conducted between February 1st and April 1st, unless a previously noted deficiency necessitates an earlier second observation. A third observation will be scheduled prior to April 1st. These observations may be extended should the CAE not be able to conduct observations of the teacher due to the teacher's absence(s) from work.

- h. Unit members assigned to more than one building shall not be formally evaluated more total times per year than other unit members of like contract status.

The Board shall use forms as developed by the ERC.

2. Fair Dismissal (Non-Renewal)

- a. The evaluation form shall have a place on it where the evaluator indicates whether he/she based on the evaluation, recommends the unit member for renewal or non-renewal. This means that the evaluations must show major deficiencies for a teacher to be non-renewed.
- b. If the Superintendent has determined to recommend non-renewal of a teacher to the Board, he/she shall give the teacher the reasons for that recommendation in writing at least five (5) work days prior to official action by the Board.
- c. If requested by the teacher, the Superintendent shall meet with the teacher to discuss the reasons for the recommendation of non-renewal. The teacher must request this meeting no later than two (2) work days before the Board meeting at which official action on the non-renewal will take place.
- d. Should the Board non-renew a teacher, it will have the Treasurer provide written notice to the teacher of the non-renewal no later than June 1st.

In the event a teacher recommended for non-renewal presents a written request not to be reappointed prior to the Board's regular May Board meeting, the Board need not provide the teacher written notice of non-renewal under Section 2(d).

C. Teaching Assignments, Reassignments, Voluntary and Involuntary and Transfers and Supplemental Assignments

Assignment/Reassignment:

1. Not later than the last teacher day of the school year, each bargaining unit member shall be notified either by the Superintendent/designee of his/her tentative assignment(s) for the following school year. The tentative assignment will consist of the grade and content/courses to be taught for the next school. Not later than July 15th, each bargaining unit member shall be notified in writing of his/her assignment, which will include the subject area of his/her program for the ensuing school year, including the school to which he/she will be assigned, the grades and/or courses that he/she will teach, and any special or unusual classes or assignment.
2. When the aforementioned assignment is different from the teacher's current assignment, the affected teacher, a Federation representative, the Superintendent and the building principal shall meet, prior to the end of the school year, if known, but no later than July 15th, to discuss the rationale for the change and to outline any, if needed, supports the teacher may require to fulfil the next year's assignment. In order to assure that pupils are taught by bargaining unit members working within their areas of competence, bargaining unit members will not be assigned outside the scope of their teaching certification/licensure.

Vacancy

1. A vacancy occurs when a member retires, resigns, is non-renewed, promoted, demoted, transferred, terminated, passes away or a new position is created, and the Superintendent intends to fill the position (supplemental positions included).
2. When a vacancy occurs between the first day of school and July 15, all unit members will receive written notification through email, posted on the District's website, and posted within the building.
3. The vacancy shall first be filled by offering the position to any properly certified/licensed member on a recall list.

4. In the event vacancy is not filled through a recall, the vacancy shall be posted internally for current bargaining unit members for no less than five (5) days subject to the process described in provision #3 below in Voluntary Transfer. After the five (5) days, if there is no interested and properly certified/licensed bargaining unit member the District may post the vacancy to the public subject to provision #3 below in Voluntary Transfer.

Voluntary Transfer:

1. Unit members may request transfers at any time.
2. All requests shall be made to the superintendent on the District approved Transfer Request form which shall be considered and kept on file for no less than one calendar year.
3. In the event of a vacancy, all interested and properly certified/licensed bargaining unit members shall provide a letter of interest to be considered for the vacant position. Seniority and teaching experience related to the vacancy shall be used when deciding between bargaining unit members. The Superintendent shall transfer the most senior volunteer, utilizing the District seniority list, with the appropriate certification and having met the qualifications of the position as determined by the Superintendent. In the event the Superintendent determines to not fill the vacant position with the most senior volunteer but fill the vacancy with another current interested member or an external candidate, the decision shall not be made in a capricious or arbitrary manner and the Superintendent shall provide his/her rationale for said decision.
4. Bargaining unit members shall be given preference prior to individuals outside of the current bargaining unit.

Involuntary Transfer:

1. When a vacancy occurs between July 15 and the first day of school, all bargaining unit members shall receive written notification of the vacancy at the same time the vacancy is posted to the public. The posting period shall be decreased to three (3) days. If possible, the Superintendent shall first fill the vacancy through the recall list and then by using the above voluntary transfer procedure.
2. In the event the vacancy is not filled through the voluntary transfer procedure, there is no external, qualified candidate to fill the vacancy permanently or

temporarily as a long-term substitute the Superintendent may involuntarily transfer a bargaining unit member that holds the proper qualifications and certification/license but shall first meet with the affected teacher, a Federation representative, and the building principal to discuss the rationale for the involuntary transfer and to outline any, if needed, supports the teacher may required to fulfill the next year's assignment.

3. An involuntary transfer shall occur only when a vacancy, as defined above, occurs after July 15 when there are no members on a recall list, no qualified and interested bargaining unit members, no external candidates or no qualified long-term substitute.
4. A bargaining unit being involuntarily transferred may choose to resign without threat to his/her license.

D. Severance Pay

1. A unit member, upon retirement, shall receive severance pay in accordance with the following formula: salary divided by one hundred eight-three (183) times one fourth (1/4) of accumulated unused sick leave to a maximum of sixty (60) days.
2. To be eligible to receive severance pay benefits, the unit member must have been employed under contract for ten (10) or more years with the State of Ohio or any of its political subdivisions, and declare his/her intent to retire by making application for retirement benefits to one of the State School Retirement Systems, and by submitting a resignation to the Board.
3. Payment for severance shall be made within sixty (60) days after the following conditions have been met.
 - a. The unit member has applied for retirement benefits from the State Teachers Retirement System of Ohio.
 - b. The unit member has been accepted into the State Teachers Retirement System of Ohio.
4. The unit member may choose to receive full payment in January.
5. Any amount of severance pay to which a unit member may have been entitled shall be paid to his/her estate upon the unit member's death.

E. Pay Periods and Alternatives

Each unit member shall have the option of receiving his/her earnings in either twenty-six (26) equalized payments or nineteen (19) equalized payments (the latter commencing the middle Friday of September of each year.) Payday shall be every other Friday. A unit member may also opt whether or not to receive his/her earnings through direct deposit. For those opting for direct deposit, the Board shall make arrangements with the clearinghouse to insure the timely deposit of funds so unit members have access to their pay on or before the regular pay day. The unit member shall receive his/her pay stub on or before the regular payday.

F. Extra-Curricular Passes

Attendance at school activities by school personnel tends to produce a positive effect on student behavior. Therefore, unit members wishing to attend any local school extracurricular events will be permitted free access providing they "sign in" at the entrance to the event.

G. Advisory Committee

Those who are currently named by the B.F.T. to the Advisory Committees shall remain on the committee until the B.F.T. provides the Superintendent and Treasurer with the names of additions or deletions of committee members. Only those employees so listed by the B.F.T. shall serve on the above said committees.

These committees should meet as needed at their respective buildings outside the academic school day unless another time is mutually agreed upon to discuss school operations, questions relating to implementation of the Master Agreement, or other related matters. Meetings may be initiated by the Administrator or Committee Chairperson with the date and place mutually agreed upon.

H. Summer School Employment

1. Positions in these programs shall, to the extent possible, be filled first by unit members regularly employed in the Brookfield Local School District.
2. In filling such positions, consideration shall be given to a unit member's area of competence, major and/or minor field of study, quality of teaching performance, prior experience in these programs, and length of service in the District.
3. All openings for these positions shall be listed as early as possible so interested unit members may apply.

I. Attendance Incentive

Effective October 1, 2018, and moving forward for the months of August through June of each school year, each full-time member who misses only the following days as set forth in the schedule below shall be paid the amount indicated in his/her second pay in June. For the 2018-2019 school year only, teachers will be compensated at pro-rated rate of 85% of the amounts outline below for the specific number of absences between October 1, 2018, and June 30, 2019. In addition, any member who missed no more than 1 day in the month of September 2018 shall receive one dollar and fifty cents (\$1.50) per work day for each day in attendance..

- 0 days absent - \$1,100
- 1 day absent - \$850
- 2 days absent - \$500
- 3 days absent - \$350
- 4 days absent - \$200

All absences are taken into account when determining eligibility for the incentive – i.e., sick leave, personal days (full day or half-day), emergency leave, etc. are considered absences and will count against the number of days of attendance in determining eligibility for the incentive.

Donation of sick leave days to the sick leave bank and District-approved professional leave shall not be considered as an absence for the purpose of this incentive.

J In-School Suspension

1. Job Description— A secondary certificated/licensed personnel will be employed for in-school suspension supervising in-school suspended students in grades five (5) through twelve (12).
2. The position will be provided for the unit member on the recall list with secondary certification having the most seniority. If refused, the next unit member on the recall list with secondary certification will be offered this position, etc., until position is filled. Members of the Bargaining Unit being offered this position, whether accepting or rejecting, shall remain on the recall list in accordance with their proper placement.
3. This position shall be full time for one hundred eight three days (183). paid the

hourly rate of Step 0 of the teacher's degree lane of the regular salary schedule divided by one hundred eighty three days (183) divided by 7.5 hours. .The parties agree that the position of In-School Suspension is a bargaining unit position, subject to all rights and benefits of the Master Agreement between the Brookfield Board of Education and the Brookfield Federation of Teachers however, the In-school suspension teacher shall be paid \$50 per day as long as students are assigned to ISS for the duration of the 2018-2019 school year. Such teaching assignment shall be revisited for the 2019-2020 school year.

4. The In-School Suspension position will be reviewed annually by the Superintendent and the B.F.T. and will be mutually agreed upon for each upcoming school year.

K. Detention

1. The following hourly positions will be added to the list of paid positions within the K-12 complex:

Lunch Detention Proctor Monitor (Daily at the discretion of the Superintendent or designee).

After School Detention Proctor (Two (2) days per week, Tuesdays and Thursdays).

2. The positions listed above will be for the time during of thirty minutes.
3. The rate paid for proctoring will be BA step 0.
4. Whenever a proctor is absent, the building principal may secure another bargaining unit member to fill in as a substitute.
5. Individual issued contracts must serve in that capacity for the entire school year. Partial year amounts for positions filled for less than a full contract year will be prorated to pay for time worked.
6. Any teacher who entered into the Proctor's position and is unable to complete the responsibility of the contract shall forfeit the contract. In the case of the forfeiture of a supplemental contract, the teacher forfeiting the contract shall be paid accordingly.

L. Purchase/Restoration of Service Credit

Upon written request and in accordance with the provisions of the State Teachers

Retirement System Rule 3307-1-28, the Board shall make payroll deductions from the salary of the unit members for the purchase or restoration of service credit.

M. Part Time Employment

The Board may employ teachers for part-time work at prorated salary and insurance benefits in accordance with the following:

1. There will be no part-time employment when full-time employment can reasonably be scheduled. To determine if part-time employment is warranted, a committee of the B.F.T. shall meet with the Superintendent prior to implementation of the part-time position.
2. The plans for implementing a part-time position shall be presented to the B.F.T. at least one (1) month prior to implementation. If the need, however, arises after August 1st, the B.F.T. will be notified of the plans as soon as possible.
3. The part-time unit member assigned in grades 5-12 may not be assigned more than three (3) periods of contact time with students and shall have one (1) planning period in accordance with Article VII, Section K. The part-time unit member assigned in grades K-4 shall not be assigned more than one hundred fifty (150) minutes of contact time with students and shall have one (1) planning time of forty-eight minutes per day in accordance with Article VII, Section K. If the part-time unit member's position is for three (3) or more hours per day and encompasses 12:00 noon, he/she shall be scheduled a lunch period which shall be part of the work day.
4. Salary shall be based on the individual's certification and experience, and shall be in accordance with the teachers' salary schedule(s) attached as Appendix A to this Master Agreement.
5. The prorated salary and insurances shall be as the part-time bears to full-time. If the part-time employee accepts the insurance provisions of this Master Agreement, he/she shall have deducted from his/her wages, the amount not paid by the Board
6. Sick leave, personal leave, seniority and attendance incentive shall also be prorated as the part-time bears to full-time.
7. Anyone employed in a part-time position prior to September 1, 1992, shall continue to receive insurance benefits paid as though they were full-time.

N. Meet the Teachers/Open House

The date, time and procedure for "Open House" shall be devised and implemented by the Building Advisory committee and building principal.

O. Kindergarten/Extended Time

Kindergarten teachers who meet with parents prior to the start of the school year shall be compensated hourly at their per diem rate of pay.

P. Payroll Deductions

Unit members may elect to have payroll deduction for out-of-state local taxes.

Q. Sick Leave Bank

When a certificated/licensed employee has exhausted all of his/her accumulated sick leave and sick leave advance, he/she shall be entitled to sick leave days from the sick leave bank.

The bank shall be opened upon request of the individual, a person representing the individual or the B.F.T. The request shall state the reason for the need, the number of days needed, and the specific dates on which the leave will be used.

The request shall be reviewed by the Executive Committee of the B.F.T. The committee may choose to meet with the individual needing/making the request. Action shall be by majority vote of the entire Executive Committee. The B.F.T. shall have the authority to approve or disapprove the request, or offer an alternative in accordance with the following guidelines:

1. The need for the leave must be for illness as defined in Ohio Revised Code 3319.141, and must be for the individual or his/her immediate family. Attendance at a funeral shall not be allowed except where the death occurred while the individual is on leave for illness. The immediate family shall include: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, and grandfather.
2. Except for spouse, son, or daughter, the individual must demonstrate that he/she is needed to take care of the immediate family member. There must be sufficient evidence of the need.
3. The use of leave is not for casual illness.
4. The need for the leave is immediate, and cannot reasonably be postponed to non-work time.

If the request is approved and accepted, the need for sick leave deposits shall be announced, and deposit forms shall be distributed to all certificated/licensed personnel. Those wishing to deposit sick days in the bank shall complete the authorization form and return it to the B.F.T. who shall record the days and give a copy to the District's Treasurer.

The Committee shall notify the District's Treasurer periodically of the number of days available (not to exceed the number of days that can be used in one month), and from whose accumulated sick leave they are to be deducted. These days shall be divided evenly as possible among those who contributed. The Treasurer shall credit these (lays to the individual needing the leave.

The number of sick leave days that any individual can deposit in the bank for each request shall be no more than five (5) nor less than one (1). The total number of days that can be deposited in the bank for any request shall not exceed the number of days requested.

The B.F.T. Committee shall keep the following records:

1. Signed forms showing the names of the individuals requesting days from the bank, the number of days requested, the dates requested, the reason for the request, and evidence of need.
2. Copies of letters of acceptance or rejection.
3. Signed forms showing the names of those who contributed to the bank, the date on which contribution forms are received, and the number of days contributed.
4. Forms showing the number of contributed days used, and the individuals from whose accumulated sick leave the days are taken.

Those making deposits in the sick leave bank, and whose contribution is used, shall have his/her sick leave accumulation reduced by the number of (lays deposited. Appendix F contains the Sick Leave Bank forms.

Depositing in the sick leave bank shall not be counted as using sick leave and shall not be figured in the formula for "attendance incentive."

The B.F.T. holds the Board harmless against any and all claims by unit members, their families or representatives that there has been an illegal or improper application of the sick leave bank. The defense against such claims and resolution thereof shall be the responsibility of the B.F.T.

The B.F.T. shall be responsible for keeping all records relevant to the sick leave bank and shall give such to the District's Treasurer that he/she may deem necessary.

R. Calendar

Each December, two (2) calendar options shall be prepared by the B.F.T. and the Superintendent with the following parameters.

The parameters include:

183 days shall be scheduled for teachers and 179 days shall be scheduled for students. The school calendar will start after August 20th and end before June 15th.

The following days will be considered holidays and school/work shall not be scheduled:

- a) Labor Day
- b) Columbus Day
- c) Thanksgiving and the Friday following
- d) Christmas Eve, Christmas Day, New Year's Eve and New Year's Day (with a minimum of a total of ten (ten) days off)
- e) Martin Luther King Day
- f) President's Day
- g) The Friday before Easter, Easter, and the Monday after Easter (at least - if a week is scheduled for a spring break, it must include the days listed).
- h) Election day(s) may or may not be scheduled as directed by the administration.

The B.F.T. will present both options to its membership, who will vote to identify the calendar preferred by the membership. The Superintendent will present the school calendar for the upcoming calendar year to the Board for adoption no later than March 1st. If the Superintendent presents the two (2) calendar options to the Board, the Superintendent will identify which was preferred by the B.F.T. membership.

S. Unit Member Welfare

Unit members, except the school nurse, shall not be required to perform any medical procedure, dispense any medication, nor provide services to any student related to hygiene such as, but not limited to, changing diapers. This does not preclude unit members from acting in the role of a "Good Samaritan" when in the presence of a student or adult in apparent need of help. This provision does not apply to the application of CPR or first aid by those unit members whose utilized professional certification requires training and certification in CPR and/or first aid.

Criminal Background Checks / License Renewal

The Board shall reimburse all members of the bargaining unit for:

1. Fees charged to bargaining unit members associated with background checks required under O.R.C. §3319.39. (Any fees charged during the initial employment process associated with background checks required under O.R.C. §3319.39 do not qualify for reimbursement under this section.)

All certificate/license applications and renewal fees within thirty (30) days of submission of the proof of expenditure.

However, should a bargaining unit member be involuntarily terminated or voluntarily terminate his/her employment with the District (via resignation) during the life of this

Contract, any reimbursement paid under this Section will be prorated and automatically deducted from the teacher's last paycheck. A retirement and reduction in force will not be considered to constitute voluntarily terminating employment under this section.

T. New Teacher Orientation

The Board will hold a one day new teacher orientation session for new teachers at the beginning of each school year. The new teacher shall be paid at his/her per diem rate.

It is mutually agreed by the B.F.T. and the Board that the Trumbull County Entry Year Program for Certified/Licensed Personnel will be used. Should the Brookfield Local School District not participate in this program through the Trumbull County Educational Service Center, a local program shall be developed through a labor/management committee.

U. Tuition Reimbursement

1. For each fiscal year of this contract, the Board shall allocate ten thousand dollars (\$10,000.00) for tuition reimbursement. Each unit member completing pre approved post-baccalaureate coursework shall receive the lesser of five hundred dollars (\$500.00) or the cost of tuition (and associated expenses) on a first-come-first-served basis.
2. Unspent tuition reimbursement amounts in any fiscal year shall to the following fiscal year, thereby increasing the amount available.
3. Tuition reimbursement is available only for college, university, workshop, and/or seminar coursework which has been pre-approved by the Superintendent and/or the LPDC.
 - a. This benefit shall be granted, on a first-come-first-served basis, to those who qualify for reimbursement, in accordance with the following. The unit member must have completed one (1) full year of employment with the Brookfield Local School District.
 - b. The unit member must be under contract with the Brookfield Local School District at the time reimbursement is made.
 - c. The unit member must have received pre-approval from the Superintendent and/or the LPDC for the coursework.
 - d. The unit member must complete and submit a requisition form to the Treasurer. The requisition form must identify the coursework to be taken, its estimated cost (inclusive of tuition and fees), and should be signed by the Superintendent. Completion of a requisition form does not entitle one

to payment under this section.

The unit member is responsible for notifying the Treasurer if the course is cancelled or he/she decides not to enroll or complete the coursework on the requisition form.

- e. The unit member must submit proof of coursework completion (transcript or letter from the provider indicating completion) and proof of tuition costs/expenses by December 1st (for payment the second pay period in December) or June 1st (for payment by the second pay period in June).

The date the proof of coursework completion is submitted to the Treasurer shall be used for purposes of determining first-come-first-served basis.

- f. When unit members submitted requisition forms, completed coursework in a fiscal year, and did not receive any tuition payment that year, the Treasurer will maintain a list of these unit members by their submission date of coursework completion.

For the next fiscal year, this list will be used for purposes of first-come-first-served basis. Those unit members applying for tuition reimbursement will be added to this list, on a continuous basis.

V. Employment of Retired District Teachers

1. Employees who have retired from employment with the Board and who are or will receive benefits through the State Teachers Retirement System (“STRS”) shall be reemployed by the Board for the subsequent school year on a one-year limited contract provided the teacher provides notice of retirement and intent to be reemployed no later than May 10th.
2. There is no expectation of employment beyond the initial year following retirement. The Board has the option to reemploy the retiree for a second year and/or more but is not obligated to do so. The decision whether to reemploy the retiree beyond the initial year is at the sole discretion of the Board and is not subject to challenge under this agreement, including a grievance, or otherwise. Any reemployment shall be under a one (1) year limited contract.
3. Retiree shall be placed at the Level of **BA** at **Step 0** of the Salary Schedule adopted by the Board. Retiree acknowledges that pursuant to R.C. §3317.13 s/he is entitled to have his/her prior years of service calculated into salary placement; however, Retiree agrees to waive his/her right to said placement

based on years of service. Retiree's salary shall not be subject to Ohio Revised Code §3317 or any other section of the Revised Code.

4. Retiree is not entitled and/or eligible to receive any severance benefits or retirement incentives provided by any agreement in effect between the Board and the BFT when they separate from the Board's employment beyond their first retirement. Retiree is eligible for sick leave accumulation commencing with the first year of such reemployment.
5. In the event of a reduction in force, retirees shall not have any seniority rights over other employees and shall be the first to be reduced.
6. To the extent that retirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other newly hired employees.
7. Retiree shall receive a one (1) year limited contract and shall not be eligible to receive continuing contracts regardless of their years of service. At the expiration of the first year of the contract, the contract shall automatically expire upon the completion of the school year and it is not necessary for the Board to conduct evaluations in accordance with R.C. § 3319.111 or take formal action not to re-employ the employee pursuant to R.C. § 3319.11. The employment relationship shall automatically end upon the expiration of the contract. That said, at least one 30-minute observation of the Retiree and a post-conference shall occur during the term of reemployment; however, the observation is not the determining factor of whether the Board decides to offer reemployment to the Retiree nor shall the observation effect automatic nonrenewal.
8. No later than May 10th the building Administrator will discuss with the Retiree whether he/she intends to recommend to the Superintendent whether the retiree will be reemployed for a subsequent year and whether the Retiree desires to return to employment with the Board for an additional year.
9. Retiree is subject to assignment determined by the Superintendent, which shall be made in the best interest of students and District operations. Absent extenuating circumstances, all efforts will be made to reemploy the Retiree to the same position h/she held prior to being reemployed.

Article XII

Board Obligations and State Law

A. Pertinent Board Policy

The Board shall publish a copy of all Board policies on its website. The Board shall give notice to all members when Board policy has changed and is available on line

Legislative

Any legislation that is passed during the term of recognition of this negotiations agreement, that affects sections of this agreement, the attached articles or the negotiations agreement itself, shall cause those sections to be changed in accordance with law. If any item or statement in this agreement is invalid because it is contrary to law, the entire agreement shall not be void but shall be construed as if the objectionable term or statement had not been used and all remaining items and statements shall remain in full force and effect.

B. Job Descriptions

Job descriptions shall be developed, revised and reviewed annually by the Superintendent and B.F.T. appointed Job Description committee.

The job descriptions shall take effect when the Superintendent and the Job Description committee mutually approve the job descriptions, make recommendations of the job descriptions to the Board, the Board approves the job descriptions, and a copy is given to each individual affected.

Copies of all job descriptions of unit members shall be filed with the B.F.T. as soon as they are developed and approved by the Board.

C. Lockout

The Board shall not at any time approve or permit a lockout of its employees.

Article XIII

Salary

A. Salary Schedules

The salary schedules appear in Appendix A of this Agreement.

B. Supplemental Salaries

The supplemental salary index schedule appears in Appendix B of this Agreement. The Memorandum of Agreement regarding bus duty supplemental contracts/compensatory time off, appears in Appendix F.

C. Transcripts and Lane Changes

A unit member shall be placed on the proper column of the salary schedule as determined by his/her academic training and experience. In order to qualify for horizontal movement on the schedule, the courses taken to justify such movement must have been approved by the LPDC; however, credit shall not be recognized for courses or degrees from professional schools such as medicine, law, etc., or to qualify for a different profession, such as real estate sales, unless approved by the LPDC

Each unit member who has completed training which qualifies him/her for a change of placement on the salary schedule shall be required to file with the Treasurer of the Board, an official transcript or an official letter from the registrar's office of the college or university certifying such completed training.

The filing shall be done by the fifteenth (15th) day of September in order to have the change of placement effective for the beginning of the school year, and by the second (2nd) school day in January to have the change of placement effective for January 2nd.

The listing of those teachers currently eligible to receive payment in the M-45 lane is set forth in Appendix G for duration of their employment in the District.

Only those teachers listed in Appendix J remain eligible to qualify for the Masters plus 45 ("M-45") lane of the salary schedule until on or before June 30, 2013, but the M-45 lane will no longer be available to additional teachers if they have not qualified by June 30, 2013.

Article XIV Fringe

Benefits

A. Health Insurance and Prescription Drug Coverage

The Board will provide health insurance and prescription drug coverage for unit members through the Trumbull County Schools Consortium ("Consortium"), on the PPO-2 Plan, with each participating bargaining unit member responsible for five percent (5%) of the cost of premiums for such board provided coverage. (This applies to individuals hired prior to July 1, 2008, as employees hired after this date are currently responsible for 10%).

PPO#2 plan benefits and prescription drug coverage benefits are attached under Appendix C. Any required increase shall be paid by the Board or by reimbursement to each individual.

2. Paid individual group hospitalization will be provided by the Board for all unit members unless a signed waiver is submitted to the Treasurer by an individual unit member indicating that he/she does not want this insurance coverage
3. Paid family group hospitalization will be provided by the Board for only those unit members who meet the following requirements:
 - a. Unit members who presently are enrolled for family group hospitalization; and/or
 - b. Unit members whose spouse is not presently enrolled in another family group hospitalization program.

Should a unit member's spouse also be a District employee, the Consortium rules in regard to spousal coverage shall apply.

4. The Master Agreement will provide that no unit member will be entitled to duplicate coverage under any other group health insurance plan.

Should the Board elect to change the carrier, it shall provide a policy of equal level of benefits or better coverage. The Board will meet to discuss any potential change in carrier prior to implementation.

5. In accordance with the mandatory provisions of the Consortium, a unit member who "opts out" of insurance through the Consortium will receive no more than the maximum 12% pay out currently allowed on the current annual premium. In the event the Consortium modifies its restrictions on "opt out" payment, the District may increase the payment for "opt out" up to a maximum of one thousand eight hundred dollars (\$1,800), consistent with any Consortium restrictions.

A unit member who "opts out" may have coverage through the Consortium reinstated pursuant to the Consortium's rules and regulations.

B. Dental Insurance

Each unit member shall be entitled to appropriate dental coverage, single or family, fully paid by the Board, through the Consortium selected provider with orthodontia paid at 60% coverage to maximum of \$1,250.00.

C. Term Life Insurance

The Board shall provide and fully pay for term life insurance for each unit member in the amount of \$50,000.

D. Tax Sheltering of Retirement Contributions

The Board shall provide their unit members the STRS pick-up paid through salary reduction/salary restatement method. This method permits the employee's taxes to be

deferred on the "picked-up" contributions to STRS until retirement or withdrawal, but shall not require additional expenditures of payroll funds by the employer.

The Board shall not deduct state or federal taxes on the amount of the teacher's total required contribution to State Teachers Retirement System, and such shall be noted on or with the individual unit member's W-2 form.

E. TB Tests and X-Rays

Annual TB test (Mantoux) provided by the Board at no cost to the unit member shall continue to be provided, if required by law. Should an X-ray become necessary, the costs shall be the unit member's responsibility.

With the exception of first-year unit members, all medical exams required by the Board shall be fully paid by the Board and/or the Board's hospitalization carrier. The Board shall select the physician.

No unit member shall be required to submit to the test or X-ray who by written statement from a physician is advised to the contrary. The TB test shall be administered at one building.

Article XV

Reporting Off Procedures

Whenever a unit member will be absent from work due to illness or other circumstance, he/she shall notify the building secretary or substitute teacher caller as designated.

A. Building Secretary

The unit member shall inform the Building Secretary as follows:

1. As far in advance as possible when the absence is for a prearranged appointment with a physician, dentist, attendance at funeral or other comparable reasons.
2. During the school day if an illness or circumstance arises, which causes the absence to occur immediately and/or will cause the absence to occur the following day.

To report off on a day-to-day basis, unless the unit member knows that the leave will be of longer duration (five or more days).

B. Substitute Teacher Caller

After notifying the Building Secretary, the unit member shall notify the Substitute Teacher Caller.

C. Time to Report Off

1. Should the illness or circumstance occur after the unit member has left school for the day, reporting off is to be between 7:30 PM and 9:00 PM for all staff.
2. Should the illness or circumstance occur after 9:00 PM the night before the day of absence, the unit member shall report off as follows:
 - a. In secondary school, reporting off is to be done between 5:45 AM and 6:15 AM.
 - b. In the elementary schools, reporting off is to be done between 6:00 AM and 6:30 AM on the day of the absence.

Article XVI

Change of Program

The Board shall not make any changes in the school program which circumvents or violates the Master Agreement between the Board and the B.F.T. The Superintendent or his/her designee will make every effort to inform the President of the B.F.T., or his/her designee, as soon as possible about expected changes.

Article XVII

Terms of the Master Agreement

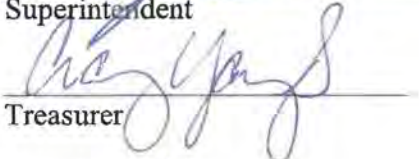
Any portion of this Master Agreement which does not have a specific starting date becomes effective and binding on the parties upon ratification by the Board and the B.F.T.

This Agreement shall be in effect from June 30, 2018, through June 29, 2021.

Brookfield Board of Education

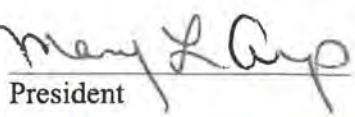

Board President


Superintendent

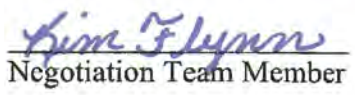

Treasurer

2/13/19
Date

Brookfield Federation of Teachers


President


Negotiation Team Member


Negotiation Team Member

2/14/19
Date

Article XVII

Terms of the Master Agreement

Any portion of this Master Agreement which does not have a specific starting date becomes effective and binding on the parties upon ratification by the Board and the B.F.T.

This Agreement shall be in effect from June 30, 2018, through June 29, 2021.

Brookfield Board of Education

Brookfield Federation of Teachers

Board President

President

Superintendent

Negotiation Team Member

Treasurer

Negotiation Team Member

Date

Date

2018-2019

0.50%

\$ 31,733.88												
	BA	BA +150	MA	MA +15	MA + 30	MA +45						
0	1	\$ 31,733.88	1.05	\$ 33,320.57	1.1	\$ 34,907.27	1.15	\$ 36,493.96	1.2	\$ 38,080.66	1.26	\$ 39,984.69
1	1.05	\$ 33,320.57	1.1	\$ 34,907.27	1.15	\$ 36,493.96	1.2	\$ 38,080.66	1.26	\$ 39,984.69	1.32	\$ 41,888.72
2	1.09	\$ 34,589.93	1.15	\$ 36,493.96	1.2	\$ 38,080.66	1.25	\$ 39,667.35	1.32	\$ 41,888.72	1.39	\$ 44,110.09
3	1.13	\$ 35,859.28	1.19	\$ 37,763.32	1.25	\$ 39,667.35	1.3	\$ 41,254.04	1.39	\$ 44,110.09	1.45	\$ 46,014.13
4	1.17	\$ 37,128.64	1.24	\$ 39,350.01	1.3	\$ 41,254.04	1.35	\$ 42,840.74	1.45	\$ 46,014.13	1.51	\$ 47,918.16
5	1.21	\$ 38,397.99	1.28	\$ 40,619.37	1.36	\$ 43,158.08	1.42	\$ 45,062.11	1.51	\$ 47,918.16	1.57	\$ 49,822.19
6	1.25	\$ 39,667.35	1.33	\$ 42,206.06	1.42	\$ 45,062.11	1.48	\$ 46,966.14	1.57	\$ 49,822.19	1.64	\$ 52,043.56
7	1.29	\$ 40,936.71	1.37	\$ 43,475.42	1.48	\$ 46,966.14	1.54	\$ 48,870.18	1.64	\$ 52,043.56	1.7	\$ 53,947.60
8	1.33	\$ 42,206.06	1.42	\$ 45,062.11	1.54	\$ 48,870.18	1.6	\$ 50,774.21	1.7	\$ 53,947.60	1.76	\$ 55,851.63
9	1.37	\$ 43,475.42	1.46	\$ 46,331.46	1.6	\$ 50,774.21	1.66	\$ 52,678.24	1.76	\$ 55,851.63	1.82	\$ 57,755.66
10	1.41	\$ 44,744.77	1.51	\$ 47,918.16	1.66	\$ 52,678.24	1.73	\$ 54,899.61	1.82	\$ 57,755.66	1.89	\$ 59,977.03
11	1.46	\$ 46,331.46	1.57	\$ 49,822.19	1.72	\$ 54,582.27	1.79	\$ 56,803.65	1.89	\$ 59,977.03	1.95	\$ 61,881.07
12	1.52	\$ 48,235.50	1.63	\$ 51,726.22	1.79	\$ 56,803.65	1.87	\$ 59,342.36	1.95	\$ 61,881.07	2.01	\$ 63,785.10
13	1.59	\$ 50,456.87	1.71	\$ 54,264.93	1.87	\$ 59,342.36	1.94	\$ 61,563.73	2.01	\$ 63,785.10	2.07	\$ 65,689.13
14	1.59	\$ 50,456.87	1.71	\$ 54,264.93	1.87	\$ 59,342.36	1.94	\$ 61,563.73	2.01	\$ 63,785.10	2.07	\$ 65,689.13
15	1.59	\$ 50,456.87	1.71	\$ 54,264.93	1.87	\$ 59,342.36	1.94	\$ 61,563.73	2.01	\$ 63,785.10	2.07	\$ 65,689.13
16	1.59	\$ 50,456.87	1.71	\$ 54,264.93	1.87	\$ 59,342.36	1.94	\$ 61,563.73	2.01	\$ 63,785.10	2.07	\$ 65,689.13
17	1.64	\$ 52,043.56	1.76	\$ 55,851.63	1.92	\$ 60,929.05	1.99	\$ 63,150.42	2.06	\$ 65,371.79	2.12	\$ 67,275.83
18	1.64	\$ 52,043.56	1.76	\$ 55,851.63	1.92	\$ 60,929.05	1.99	\$ 63,150.42	2.06	\$ 65,371.79	2.12	\$ 67,275.83
19	1.64	\$ 52,043.56	1.76	\$ 55,851.63	1.92	\$ 60,929.05	1.99	\$ 63,150.42	2.06	\$ 65,371.79	2.12	\$ 67,275.83
20	1.64	\$ 52,043.56	1.76	\$ 55,851.63	1.92	\$ 60,929.05	1.99	\$ 63,150.42	2.06	\$ 65,371.79	2.12	\$ 67,275.83
21	1.69	\$ 53,630.26	1.81	\$ 57,438.32	1.97	\$ 62,515.74	2.04	\$ 64,737.12	2.13	\$ 67,593.16	2.18	\$ 69,179.86
22	1.69	\$ 53,630.26	1.81	\$ 57,438.32	1.97	\$ 62,515.74	2.04	\$ 64,737.12	2.13	\$ 67,593.16	2.18	\$ 69,179.86
23	1.74	\$ 55,216.95	1.86	\$ 59,025.02	2.02	\$ 64,102.44	2.09	\$ 66,323.81	2.18	\$ 69,179.86	2.24	\$ 71,083.89
24	1.74	\$ 55,216.95	1.86	\$ 59,025.02	2.02	\$ 64,102.44	2.09	\$ 66,323.81	2.18	\$ 69,179.86	2.24	\$ 71,083.89
25	1.79	\$ 56,803.65	1.91	\$ 60,611.71	2.07	\$ 65,689.13	2.14	\$ 67,910.50	2.23	\$ 70,766.55	2.29	\$ 72,670.59
26	1.79	\$ 56,803.65	1.91	\$ 60,611.71	2.07	\$ 65,689.13	2.14	\$ 67,910.50	2.23	\$ 70,766.55	2.29	\$ 72,670.59
27	1.79	\$ 56,803.65	1.91	\$ 60,611.71	2.07	\$ 65,689.13	2.14	\$ 67,910.50	2.23	\$ 70,766.55	2.29	\$ 72,670.59
28	1.79	\$ 56,803.65	1.91	\$ 60,611.71	2.07	\$ 65,689.13	2.14	\$ 67,910.50	2.23	\$ 70,766.55	2.29	\$ 72,670.59
29	1.79	\$ 56,803.65	1.91	\$ 60,611.71	2.07	\$ 65,689.13	2.14	\$ 67,910.50	2.23	\$ 70,766.55	2.29	\$ 72,670.59
30	1.84	\$ 58,390.34	1.96	\$ 62,198.40	2.12	\$ 67,275.83	2.19	\$ 69,497.20	2.28	\$ 72,353.25	2.34	\$ 74,257.28
32	1.89	\$ 59,977.03	2.01	\$ 63,785.10	2.17	\$ 68,862.52	2.24	\$ 71,083.89	2.33	\$ 73,939.94	2.39	\$ 75,843.97

2019-2020

0.50%

\$ 31,892.55												
	BA	BA +150	MA	MA +15	MA + 30	MA +45						
0	1	\$ 31,892.55	1.05	\$ 33,487.18	1.1	\$ 35,081.80	1.15	\$ 36,676.43	1.2	\$ 38,271.06	1.26	\$ 40,184.61
1	1.05	\$ 33,487.18	1.1	\$ 35,081.80	1.15	\$ 36,676.43	1.2	\$ 38,271.06	1.26	\$ 40,184.61	1.32	\$ 42,098.17
2	1.09	\$ 34,762.88	1.15	\$ 36,676.43	1.2	\$ 38,271.06	1.25	\$ 39,865.69	1.32	\$ 42,098.17	1.39	\$ 44,330.64
3	1.13	\$ 36,038.58	1.19	\$ 37,952.13	1.25	\$ 39,865.69	1.3	\$ 41,460.31	1.39	\$ 44,330.64	1.45	\$ 46,244.20
4	1.17	\$ 37,314.28	1.24	\$ 39,546.76	1.3	\$ 41,460.31	1.35	\$ 43,054.94	1.45	\$ 46,244.20	1.51	\$ 48,157.75
5	1.21	\$ 38,589.98	1.28	\$ 40,822.46	1.36	\$ 43,373.87	1.42	\$ 45,287.42	1.51	\$ 48,157.75	1.57	\$ 50,071.30
6	1.25	\$ 39,865.69	1.33	\$ 42,417.09	1.42	\$ 45,287.42	1.48	\$ 47,200.97	1.57	\$ 50,071.30	1.64	\$ 52,303.78
7	1.29	\$ 41,141.39	1.37	\$ 43,692.79	1.48	\$ 47,200.97	1.54	\$ 49,114.53	1.64	\$ 52,303.78	1.7	\$ 54,217.33
8	1.33	\$ 42,417.09	1.42	\$ 45,287.42	1.54	\$ 49,114.53	1.6	\$ 51,028.08	1.7	\$ 54,217.33	1.76	\$ 56,130.89
9	1.37	\$ 43,692.79	1.46	\$ 46,563.12	1.6	\$ 51,028.08	1.66	\$ 52,941.63	1.76	\$ 56,130.89	1.82	\$ 58,044.44
10	1.41	\$ 44,968.49	1.51	\$ 48,157.75	1.66	\$ 52,941.63	1.73	\$ 55,174.11	1.82	\$ 58,044.44	1.89	\$ 60,276.92
11	1.46	\$ 46,563.12	1.57	\$ 50,071.30	1.72	\$ 54,855.18	1.79	\$ 57,087.66	1.89	\$ 60,276.92	1.95	\$ 62,190.47
12	1.52	\$ 48,476.68	1.63	\$ 51,984.86	1.79	\$ 57,087.66	1.87	\$ 59,639.07	1.95	\$ 62,190.47	2.01	\$ 64,104.02
13	1.59	\$ 50,709.15	1.71	\$ 54,536.26	1.87	\$ 59,639.07	1.94	\$ 61,871.55	2.01	\$ 64,104.02	2.07	\$ 66,017.58
14	1.59	\$ 50,709.15	1.71	\$ 54,536.26	1.87	\$ 59,639.07	1.94	\$ 61,871.55	2.01	\$ 64,104.02	2.07	\$ 66,017.58
15	1.59	\$ 50,709.15	1.71	\$ 54,536.26	1.87	\$ 59,639.07	1.94	\$ 61,871.55	2.01	\$ 64,104.02	2.07	\$ 66,017.58
16	1.59	\$ 50,709.15	1.71	\$ 54,536.26	1.87	\$ 59,639.07	1.94	\$ 61,871.55	2.01	\$ 64,104.02	2.07	\$ 66,017.58
17	1.64	\$ 52,303.78	1.76	\$ 56,130.89	1.92	\$ 61,233.69	1.99	\$ 63,466.17	2.06	\$ 65,698.65	2.12	\$ 67,612.20
18	1.64	\$ 52,303.78	1.76	\$ 56,130.89	1.92	\$ 61,233.69	1.99	\$ 63,466.17	2.06	\$ 65,698.65	2.12	\$ 67,612.20
19	1.64	\$ 52,303.78	1.76	\$ 56,130.89	1.92	\$ 61,233.69	1.99	\$ 63,466.17	2.06	\$ 65,698.65	2.12	\$ 67,612.20
20	1.64	\$ 52,303.78	1.76	\$ 56,130.89	1.92	\$ 61,233.69	1.99	\$ 63,466.17	2.06	\$ 65,698.65	2.12	\$ 67,612.20
21	1.69	\$ 53,898.41	1.81	\$ 57,725.51	1.97	\$ 62,828.32	2.04	\$ 65,060.80	2.13	\$ 67,931.13	2.18	\$ 69,525.76
22	1.69	\$ 53,898.41	1.81	\$ 57,725.51	1.97	\$ 62,828.32	2.04	\$ 65,060.80	2.13	\$ 67,931.13	2.18	\$ 69,525.76
23	1.74	\$ 55,493.04	1.86	\$ 59,320.14	2.02	\$ 64,422.95	2.09	\$ 66,655.43	2.18	\$ 69,525.76	2.24	\$ 71,439.31
24	1.74	\$ 55,493.04	1.86	\$ 59,320.14	2.02	\$ 64,422.95	2.09	\$ 66,655.43	2.18	\$ 69,525.76	2.24	\$ 71,439.31
25	1.79	\$ 57,087.66	1.91	\$ 60,914.77	2.07	\$ 66,017.58	2.14	\$ 68,250.06	2.23	\$ 71,120.39	2.29	\$ 73,033.94
26	1.79	\$ 57,087.66	1.91	\$ 60,914.77	2.07	\$ 66,017.58	2.14	\$ 68,250.06	2.23	\$ 71,120.39	2.29	\$ 73,033.94
27	1.79	\$ 57,087.66	1.91	\$ 60,914.77	2.07	\$ 66,017.58	2.14	\$ 68,250.06	2.23	\$ 71,120.39	2.29	\$ 73,033.94
28	1.79	\$ 57,087.66	1.91	\$ 60,914.77	2.07	\$ 66,017.58	2.14	\$ 68,250.06	2.23	\$ 71,120.39	2.29	\$ 73,033.94
29	1.79	\$ 57,087.66	1.91	\$ 60,914.77	2.07	\$ 66,017.58	2.14	\$ 68,250.06	2.23	\$ 71,120.39	2.29	\$ 73,033.94
30	1.84	\$ 58,682.29	1.96	\$ 62,509.40	2.12	\$ 67,612.20	2.19	\$ 69,844.68	2.28	\$ 72,715.01	2.34	\$ 74,628.57
32	1.89	\$ 60,276.92	2.01	\$ 64,104.02	2.17	\$ 69,206.83	2.24	\$ 71,439.31	2.33	\$ 74,309.64	2.39	\$ 76,223.19

2020-2021

1.00%

\$ 32,211.47												
	BA	BA +150	MA	MA +15	MA + 30	MA +45						
0	1	\$ 32,211.47	1.05	\$ 33,822.05	1.1	\$ 35,432.62	1.15	\$ 37,043.20	1.2	\$ 38,653.77	1.26	\$ 40,586.46
1	1.05	\$ 33,822.05	1.1	\$ 35,432.62	1.15	\$ 37,043.20	1.2	\$ 38,653.77	1.26	\$ 40,586.46	1.32	\$ 42,519.15
2	1.09	\$ 35,110.51	1.15	\$ 37,043.20	1.2	\$ 38,653.77	1.25	\$ 40,264.34	1.32	\$ 42,519.15	1.39	\$ 44,773.95
3	1.13	\$ 36,398.97	1.19	\$ 38,331.66	1.25	\$ 40,264.34	1.3	\$ 41,874.92	1.39	\$ 44,773.95	1.45	\$ 46,706.64
4	1.17	\$ 37,687.43	1.24	\$ 39,942.23	1.3	\$ 41,874.92	1.35	\$ 43,485.49	1.45	\$ 46,706.64	1.51	\$ 48,639.33
5	1.21	\$ 38,975.88	1.28	\$ 41,230.69	1.36	\$ 43,807.61	1.42	\$ 45,740.29	1.51	\$ 48,639.33	1.57	\$ 50,572.02
6	1.25	\$ 40,264.34	1.33	\$ 42,841.26	1.42	\$ 45,740.29	1.48	\$ 47,672.98	1.57	\$ 50,572.02	1.64	\$ 52,826.82
7	1.29	\$ 41,552.80	1.37	\$ 44,129.72	1.48	\$ 47,672.98	1.54	\$ 49,605.67	1.64	\$ 52,826.82	1.7	\$ 54,759.51
8	1.33	\$ 42,841.26	1.42	\$ 45,740.29	1.54	\$ 49,605.67	1.6	\$ 51,538.36	1.7	\$ 54,759.51	1.76	\$ 56,692.20
9	1.37	\$ 44,129.72	1.46	\$ 47,028.75	1.6	\$ 51,538.36	1.66	\$ 53,471.05	1.76	\$ 56,692.20	1.82	\$ 58,624.88
10	1.41	\$ 45,418.18	1.51	\$ 48,639.33	1.66	\$ 53,471.05	1.73	\$ 55,725.85	1.82	\$ 58,624.88	1.89	\$ 60,879.69
11	1.46	\$ 47,028.75	1.57	\$ 50,572.02	1.72	\$ 55,403.74	1.79	\$ 57,658.54	1.89	\$ 60,879.69	1.95	\$ 62,812.38
12	1.52	\$ 48,961.44	1.63	\$ 52,504.70	1.79	\$ 57,658.54	1.87	\$ 60,235.46	1.95	\$ 62,812.38	2.01	\$ 64,745.06
13	1.59	\$ 51,216.25	1.71	\$ 55,081.62	1.87	\$ 60,235.46	1.94	\$ 62,490.26	2.01	\$ 64,745.06	2.07	\$ 66,677.75
14	1.59	\$ 51,216.25	1.71	\$ 55,081.62	1.87	\$ 60,235.46	1.94	\$ 62,490.26	2.01	\$ 64,745.06	2.07	\$ 66,677.75
15	1.59	\$ 51,216.25	1.71	\$ 55,081.62	1.87	\$ 60,235.46	1.94	\$ 62,490.26	2.01	\$ 64,745.06	2.07	\$ 66,677.75
16	1.59	\$ 51,216.25	1.71	\$ 55,081.62	1.87	\$ 60,235.46	1.94	\$ 62,490.26	2.01	\$ 64,745.06	2.07	\$ 66,677.75
17	1.64	\$ 52,826.82	1.76	\$ 56,692.20	1.92	\$ 61,846.03	1.99	\$ 64,100.84	2.06	\$ 66,355.64	2.12	\$ 68,288.33
18	1.64	\$ 52,826.82	1.76	\$ 56,692.20	1.92	\$ 61,846.03	1.99	\$ 64,100.84	2.06	\$ 66,355.64	2.12	\$ 68,288.33
19	1.64	\$ 52,826.82	1.76	\$ 56,692.20	1.92	\$ 61,846.03	1.99	\$ 64,100.84	2.06	\$ 66,355.64	2.12	\$ 68,288.33
20	1.64	\$ 52,826.82	1.76	\$ 56,692.20	1.92	\$ 61,846.03	1.99	\$ 64,100.84	2.06	\$ 66,355.64	2.12	\$ 68,288.33
21	1.69	\$ 54,437.39	1.81	\$ 58,302.77	1.97	\$ 63,456.61	2.04	\$ 65,711.41	2.13	\$ 68,610.44	2.18	\$ 70,221.02
22	1.69	\$ 54,437.39	1.81	\$ 58,302.77	1.97	\$ 63,456.61	2.04	\$ 65,711.41	2.13	\$ 68,610.44	2.18	\$ 70,221.02
23	1.74	\$ 56,047.97	1.86	\$ 59,913.34	2.02	\$ 65,067.18	2.09	\$ 67,321.98	2.18	\$ 70,221.02	2.24	\$ 72,153.70
24	1.74	\$ 56,047.97	1.86	\$ 59,913.34	2.02	\$ 65,067.18	2.09	\$ 67,321.98	2.18	\$ 70,221.02	2.24	\$ 72,153.70
25	1.79	\$ 57,658.54	1.91	\$ 61,523.92	2.07	\$ 66,677.75	2.14	\$ 68,932.56	2.23	\$ 71,831.59	2.29	\$ 73,764.28
26	1.79	\$ 57,658.54	1.91	\$ 61,523.92	2.07	\$ 66,677.75	2.14	\$ 68,932.56	2.23	\$ 71,831.59	2.29	\$ 73,764.28
27	1.79	\$ 57,658.54	1.91	\$ 61,523.92	2.07	\$ 66,677.75	2.14	\$ 68,932.56	2.23	\$ 71,831.59	2.29	\$ 73,764.28
28	1.79	\$ 57,658.54	1.91	\$ 61,523.92	2.07	\$ 66,677.75	2.14	\$ 68,932.56	2.23	\$ 71,831.59	2.29	\$ 73,764.28
29	1.79	\$ 57,658.54	1.91	\$ 61,523.92	2.07	\$ 66,677.75	2.14	\$ 68,932.56	2.23	\$ 71,831.59	2.29	\$ 73,764.28
30	1.84	\$ 59,269.11	1.96	\$ 63,134.49	2.12	\$ 68,288.33	2.19	\$ 70,543.13	2.28	\$ 73,442.16	2.34	\$ 75,374.85
32	1.89	\$ 60,879.69	2.01	\$ 64,745.06	2.17	\$ 69,898.90	2.24	\$ 72,153.70	2.33	\$ 75,052.74	2.39	\$ 76,985.42

SUPPLEMENTAL SALARY SCHEDULE

SUPPLEMENTAL	STEP 1	STEP 2	STEP 3	STEP 7
Athletic Director - SUSPENDED	21.0%	22.0%	23.0%	27.0%
Asst Athletic Director	10.0%	11.0%	12.0%	13.0%

FALL SPORTS

	Percent	Percent	Percent	Percent
Football				
Head Coach	16.0%	17.0%	18.0%	19.0%
Assistant Coach	9.0%	10.0%	11.0%	12.0%
Golf				
Coach	6.0%	6.5%	7.0%	7.5%
Tennis				
Head Coach	6.0%	6.5%	7.0%	7.5%
Soccer				
Head Coach Boys	12.0%	13.0%	14.0%	15.0%
Head Coach Girls	12.0%	13.0%	14.0%	15.0%
Volleyball				
Head Coach	16.0%	17.0%	18.0%	19.0%
Assistant Coach	9.0%	10.0%	11.0%	12.0%
Cross Country				
Head Coach	6.0%	6.5%	7.0%	7.5%

WINTER SPORTS:

	Percent	Percent	Percent	Percent
Basketball				
Head Coach	16.0%	17.0%	18.0%	19.0%
Assistant Coach	9.0%	10.0%	11.0%	12.0%
Bowling				
Coach	6.0%	6.5%	7.0%	7.5%
Ski Club Advisor	2.0%	2.5%	3.0%	3.5%
Wrestling				
Head Coach	12.0%	13.0%	14.0%	15.0%
Assistant Coach	8.0%	10.0%	11.0%	12.0%

SPRING SPORTS:

	Percent	Percent	Percent	Percent
Track				
Head Coach	8.0%	8.5%	9.0%	9.5%
Assistant Coach	5.0%	5.5%	6.0%	6.5%
Baseball				
Head Coach	8.0%	8.5%	9.0%	9.5%
Assistant Coach	5.0%	5.5%	6.0%	6.5%
Softball (girls)				
Head Coach	8.0%	8.5%	9.0%	9.5%
Assistant Coaches	5.0%	5.5%	6.0%	6.5%

YEAR ROUND SUPPLEMENTALS:				
	Percent	Percent	Percent	Percent
Art Club				
Senior High	3.0%	3.5%	4.0%	4.5%
Middle School	3.0%	3.5%	4.0%	4.5%
Challenge 24				
Advisor	2.0%	2.5%	3.0%	3.5%
Cheerleading Advisors				
Senior High V & JV	9.0%	9.5%	10.0%	10.5%
Middle School	6.0%	6.5%	7.0%	7.5%
English Festival				
Senior High	2.0%	2.5%	3.0%	3.5%
Middle School	2.0%	2.5%	3.0%	3.5%
Environmental Club				
Advisor	3.0%	3.5%	4.0%	4.5%
Future Teachers	2.0%	2.5%	3.0%	3.5%
Homecoming	2.0%	2.5%	3.0%	3.5%
Interact Advisor	2.0%	2.5%	3.0%	4.5%
Junior Class Advisor	3.0%	3.5%	4.0%	4.5%
Library Advisor	5 Days @ Per diem			
LPDC Chairperson	\$500.00			
Music:				
Band Director - HS	13.0%	14.0%	15.0%	16.0%
Asst Band Director	6.0%	6.5%	7.0%	7.5%
Band Director - Summer	9.0%	9.5%	10.0%	10.5%
Asst Band - Summer	4.0%	4.5%	5.0%	5.5%
Flagline Advisor	3.0%	3.5%	4.0%	4.5%
Instrumental Music - MS	1.5%	2.0%	2.5%	3.0%
Vocal Music/HS & MS	1.5%	2.5%	3.0%	3.5%
Vocal Music - Elem	1.0%	1.5%	2.0%	2.5%
Danceline Advisor	3.0%	3.5%	4.0%	4.5%
Pep Band Advisor	1.5%	2.0%	2.5%	3.0%
NHS Advisor	4.0%	4.5%	5.0%	5.5%
Newspaper Advisors				
Hilltopper (HS)	3.0%	3.5%	4.0%	4.5%
Pow Wow (MS)	3.0%	3.5%	4.0%	4.5%
News Stations Advisors				
Senior High (WBHS)	3.0%	3.5%	4.0%	4.5%
Middle School (WBBN)	3.0%	3.5%	4.0%	4.5%
Prep Bowl Advisors (Quiz Bowl)				
High School	3.0%	3.5%	4.0%	4.5%
Middle School	3.0%	3.5%	4.0%	4.5%
Elementary	3.0%	3.5%	4.0%	4.5%
Prom Advisor	2.0%	2.5%	3.0%	3.5%
Resident Educator	\$750.00			
Facilitator (vr 2,3,4)				
Resident Educator	\$500.00			
Mentor (year 1)				
Resident Educator	\$1,500.00			
Program Coordinator				
S.A.D.D. Advisors				
Senior High	2.0%	2.5%	3.0%	3.5%

Middle School	2.0%	2.5%	3.0%	3.5%
Senior Class Advisor	4.0%	4.5%	5.0%	5.5%
Spanish Club Advisor	3.0%	3.5%	4.0%	4.5%
Spelling Bee Advisor	2.0%	2.5%	3.0%	3.5%
Student Council Advisors				
High School	4.0%	4.5%	5.0%	5.5%
Middle School	4.0%	4.5%	5.0%	5.5%
Thespian Advisor	5.0%	5.5%	6.0%	6.5%
Think Stretch Advisor	BA 0 Hourly Rate			
Tot Squad Advisor	3.0%	3.5%	4.0%	4.5%
Weightlifting Coach	5.0%	5.5%	6.0%	6.5%
Yearbook Advisors				
Senior High (Echo)	3.5%	4.0%	4.5%	5.0%
Middle School (Pow Wow)	2.0%	2.5%	3.0%	3.5%



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.696.2583.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$350/single,\$700/family Network \$500/single,\$1,000/family Non-Network Doesn't apply to co-insurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$1,000/single,\$2,000/family Network \$3,500/single, \$7,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?	Yes, See MedMutual.com/SBC or call 800.696.2583 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed later in the document. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.696.2583 to request a copy.



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% co-insurance	-----none-----
	Specialist visit	\$20 copay/visit	40% co-insurance	-----none-----
	Other practitioner office visit (Chiropractic)	20% co-insurance	40% co-insurance	(60 visits per benefit period, combined with Physical Therapy)
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	40% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray)	20% co-insurance	40% co-insurance	-----none-----
	Diagnostic test (blood work)	20% co-insurance	40% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	20% co-insurance	40% co-insurance	-----none-----
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$5	Does Not Apply	-----none-----
	Generic copay - mail order /Rx	\$10	Does Not Apply	-----none-----
	Formulary copay - retail /Rx	\$20	Does Not Apply	-----none-----
	Formulary copay - mail order /Rx	\$40	Does Not Apply	-----none-----
	Non-Formulary copay - retail /Rx	\$35	Does Not Apply	-----none-----
	Non-Formulary copay - mail order /Rx	\$70	Does Not Apply	-----none-----
<p>More information about prescription drug coverage is available at MedMutual.com/SBC</p>				

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

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TRUMBULL COUNTY SCHOOL CONSORTIUM : Plan 2

Coverage Period: January 1st - December 31st

Summary of Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% co-insurance	40% co-insurance	-----none-----
	Physician/surgeon fees (Outpatient)	20% co-insurance	40% co-insurance	-----none-----
If you need immediate medical attention	Emergency room services	\$100 copay/visit, deductible, 20% co-insurance	20% co-insurance	-----none-----
	Emergency medical transportation	20% co-insurance	40% co-insurance	-----none-----
	Urgent care	\$20 copay/visit	40% co-insurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	20% co-insurance	40% co-insurance	-----none-----
	Physician/ surgeon fee (inpatient)	20% co-insurance	40% co-insurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder outpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance abuse disorder inpatient services (drug abuse)	Benefits paid based on corresponding medical benefits		-----none-----
If you become pregnant	Prenatal and postnatal care	20% co-insurance	40% co-insurance	-----none-----
	Delivery and all inpatient services	20% co-insurance	40% co-insurance	-----none-----

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.696.2583 to request a copy.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need help recovering or have other special health needs	Home health care	20% co-insurance	40% co-insurance	(180 visits per benefit period)
	Rehabilitation services	20% co-insurance	40% co-insurance	(60 visits per benefit period, combined with Chiropractic)
	Habilitation services (Occupational Therapy)	20% co-insurance	40% co-insurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	Habilitation services (Speech Therapy)	20% co-insurance	40% co-insurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	20% co-insurance	40% co-insurance	(180 days per benefit period)
	Durable medical equipment	20% co-insurance	40% co-insurance	-----none-----
	Hospice Service	20% co-insurance	40% co-insurance	-----none-----
If your child needs dental or eye care	Eye exam	No charge	40% co-insurance	-----none-----
	Glasses	Not Covered		Excluded Service
	Dental check-up (Child)	Not Covered		Excluded Service

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.696.2583 to request a copy.

Excluded Services & Other Covered Services:

Service Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Dental Care (Adult)
- Infertility Treatment
- Routine Foot Care
- Cosmetic Surgery
- Glasses
- Long-Term Care
- Dental check-up (Child)
- Hearing Aids
- Non-emergency care when traveling outside the U.S.

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Routine Eye Care (Adult)
- Chiropractic Care
- Weight Loss Programs
- Private-Duty Nursing

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.696.2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: the plan at 800.696.2583.

Language Access Services

800.696.2583

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

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TRUMBULL COUNTY SCHOOL CONSORTIUM : Plan 2

Summary of Coverage: What This Plan Covers & What it Costs

Coverage Period: January 1st - December 31st

Coverage for: Single or Family | Plan Type: PPO

Para obtener asistencia en Español, llame al
涛騷 音重 肋載 麥邨蔑 璩犇龍鈇鱸

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa
Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne'

-----*To see examples of how this plan might cover costs for sample medical situations, see the next page*-----

Questions: Call 800.696.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.696.2583 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

Amount owed to providers: \$7,540
Plan Pays \$5,930
Patient Pays \$1,610

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$400
Co-pays	\$10
Co-insurance	\$1,000
Limits or exclusions	\$200
Total	\$1,610

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)

Amount owed to providers: \$5,400
Plan Pays \$4,960
Patient Pays \$440

Sample care cost:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$100
Co-pays	\$300
Co-insurance	\$0
Limits or exclusions	\$40
Total	\$440

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.696.2583.

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services (HHS), and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same policy period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No**. Treatments shown are just examples. The care you would receive for these conditions could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No**. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes**. When you look at the Summaries of Coverage for other plans, you'll find the same coverage examples. When you compare plans, check the "You Pay" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes**. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1232-0002
Brookfield Local School District**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan -- Delta Dental of Ohio

Benefit Year -- January 1 through December 31

Covered Services --

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Major Restorative Services – crowns	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, implants, and dentures	80%	80%	80%
Major Services			
Prosthodontic Services – bridges and dentures	80%	80%	80%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	Up to age 19	Up to age 19	Up to age 19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.

- ✔ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- ✔ Fluoride treatments are payable twice in any period of 12 consecutive months with no age limit.
- ✔ Space maintainers are Covered Services with no limitations.
- ✔ Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- ✔ Sealants are payable once per tooth per three-year period for the occlusal surface of first and second permanent molars up to age 14. The surface must be free from decay and restorations.
- ✔ Composite resin (white) restorations are Covered Services on posterior teeth.
- ✔ Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- ✔ Implants and related services are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – Unlimited per person total per Benefit Year on all services except orthodontics. \$1,250 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

Waiting Period – Employees who are eligible for dental benefits are covered on the date of hire.

Eligible People – All full-time employees of the Contractor and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan.

Also eligible at your option are your legal spouse, and your dependent children under age 23, or to age 25 if a full-time student as defined by the Contractor.

Family Security Benefit: In the event of a Subscriber's death, the contractor will continue existing dependent coverage without payment of premium. Coverage will remain in force for two years or until remarriage of the spouse or the date a covered person ceases to qualify as a dependent, whichever is earlier.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits will cease on the date of termination.

Appendix D

Extended Service

Guidance Counselors shall have ten (10) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these ten (10) days shall be at each Guidance Counselor's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

Vocational Home Economics Teachers shall have eight (8) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these eight (8) days shall be at each Vocational Home Economics Teacher's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

O.W.E. Teachers shall have ten (10) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these ten (10) days shall be at each O.W.E. Teacher's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

School Nurse shall have ten (10) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these ten (10) days shall be at each School Nurse's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

Technology Coordinator shall have up to (10) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these ten (10) days shall be at each Technology Coordinator's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

Technology Coordinator (Elementary) shall have up to five (5)) days extended time before and/or after the school year to take care of responsibilities relative to their position. Pay for these five (5) days shall be at Technology Coordinator's per diem rate of pay. The days shall be scheduled at the discretion of the Superintendent.

Appendix E

FAMILY AND MEDICAL LEAVE

REQUEST FOR LEAVE

THE FOLLOWING FORM MUST BE SUBMITTED TO THE SUPERINTENDENT AT LEAST THIRTY (30) DAYS
PRIOR TO THE START OF FAMILY AND MEDICAL LEAVE

NAME PHONE

STREET POSITION

CITY

Reason for Taking Leave:

- _____ To care for a newborn, adopted child, or foster child
- _____ Serious health condition of an immediate family member
- _____ Serious health condition of the employee

This leave will be: _____ Intermittent _____ Continuous (all day everyday)

If intermittent, please identify the requested time of the leave:

The requested leave will begin on _____, 20_____.

I expect to return to work on _____, 20_____.

I understand I must notify the Superintendent of any change on my expected date of return or if I no longer need intermittent leave.

I understand that all of my fringe benefits shall continue, including hospitalization, dental, prescription drug coverage, and life insurance during any approved family medical leave period and that I will

still be responsible for my contribution portion as a condition of coverage.

I understand that I will continue to accrue seniority while on an approved family medical leave. After conclusion of my family medical leave, I understand I will return to the position I had held immediately prior to taking the leave, consistent with federal rules and regulations.

I understand that I must provide a Certification of Health Care Provider form along with this Request for Family Medical Leave. The District shall use the Certification of Health Care Provider forms issued by the U.S. Department of Labor.

THE REQUESTED LEAVE BECOMES EFFECTIVE ONCE THE SUPERINTENDENT DETERMINES THE EMPLOYEE'S ELIGIBILITY, CONSISTENT WITH FEDERAL RULES AND REGULATIONS.

Signature of Employee

Date

Appendix F

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

REQUEST FORM

Name of individual needing the leave _____

Name of the individual making the request _____

Relationship to individual receiving leave

Number of days needed _____ Number of accumulated sick leave days remaining _____

Date on which leave is to begin _____

Reason(s) for the need (BE SPECIFIC) _____

I certify that the information stated above is true to the best of my knowledge.

Signature of the individual making the request _____ Date _____

For Committee Use Only

Comments:

Approved _____ Disapproved _____

CC: Treasurer's Office

Appendix F

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

NOTICE OF ACCEPTANCE/REJECTION

In the matter of the request of _____ for _____ days of leave
From the sick leave bank, the Catastrophic Sick Leave Bank Committee states the following:

1. The Committee Accepts _____ Rejects _____ the request.
2. The number of days to be available are all days contributed and needed not to exceed a Maximum of _____ days.
3. The dates on which the leave days will be available are _____.

IF THE COMMITTEE HAS "ACCEPTED" THE REQUEST, THIS NOTICE MUST BE SIGNED BY BOTH THE INDIVIDUAL MAKING THE REQUEST AND A MEMBER OF THE CATASTROPHIC SICK LEAVE BANK COMMITTEE PRIOR TO SUCH LEAVE BEING AVAILABLE.

Signature of individual making the request _____ Date _____

Signature of a Catastrophic Sick Leave
Bank Committee Member _____ Date _____

CC: Treasurer's Office

Appendix F

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

DEPOSIT AUTHORIZAITION FORM

Name _____ Building _____

Number of days given (*Not To Exceed Five*) _____

These days are to be used by _____ for approved catastrophic sick
Name of individual needing the leave
sick leave.

I understand that I am under no obligation to give these days and that I do so voluntarily. I also understand that these days will be used only for the person listed above and will be deducted from my accumulated sick leave only if needed.

I authorize the number of days stated above to be deducted from my accumulated sick leave.

Signature _____ Date _____

CC: Treasurer's Office

Appendix F

**SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS**

SICK LEAVE BANK

COMPOSITE RECORD OF SICK LEAVE BANK USE

This record is for leave requested by _____ No. of Days Approved _____

The individual needing the leave _____

Dates for which leave was approved _____

Name of Contributor	No. of Days Contributed	No. of Days Available, and Date Notice Was Given to the District's Treasurer								Days Used & Deducted
---------------------	-------------------------	--	--	--	--	--	--	--	--	----------------------

Totals										
--------	--	--	--	--	--	--	--	--	--	--

CC: Treasurer's Office

Appendix G

Teachers Eligible to Receive M-45 Payment

1. Stephanie Anthony
2. Julie Bencetic
3. Kim Flynn
4. Kari Filipovich
5. Tara Kovach
6. Sherrie Spatar
7. Chris Fahndrich

Appendix H

MEMORANDUM OF AGREEMENT BETWEEN THE BROOKFIELD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE BROOKFIELD FEDERATION OF TEACHERS

This Memorandum of Agreement is entered into and effective as of this 8th day of April, 2009, by and between the Brookfield Local School District Board of Education ("Board") and the Brookfield Federation of Teachers ("B.F.T.") to resolve all issues arising out of the case captioned Brookfield Local School District Board of Education v. SERB, SERB Case No. 2006-ULP-09-0467 and Trumbull County Court of Common Pleas Case No. 2008 CV 03344. It is agreed as follows:

1. Effective March 1, 2009, all members of the B.F.T. bargaining unit will be returned to the salary schedules, as set forth in the 2006-2009 Collective Bargaining Agreement (2006-09 CBA), attached hereto as Exhibit 1 and incorporated herein.
2. Effective March 1, 2009, the District will reestablish one full-time nursing position and will maintain that position unless and until this agreement is modified by the Board and the B.F.T. through collective bargaining. Any issues arising with respect to the employment of Rhonda Zebroski have been resolved in the Memorandum of Understanding and Release signed by the Board, B.F.T., and Ms. Zebroski, attached hereto as Exhibit 2 and incorporated herein. Any issues arising with respect to the employment of Donna Yassall have been resolved in the Memorandum of Understanding and Release signed by the Board, B.F.T., and Ms. Yassall, attached hereto as Exhibit 3 and incorporated herein.
3. The parties acknowledge that the position of Technology Coordinator, if such position is filled by the Board of Education, and/or any licensed/certified employee engaged to instruct students in an educational setting relative to technology, computer use, etc. will remain members of the bargaining unit. The parties further acknowledge that the position of Computer Network Support Technician shall not be a teacher and that Computer Network Support Technician shall not have any assignment to teach.
4. In order to facilitate the payment of back pay, owed under the 2006-09 CBA, the parties agree to a Salary Recovery Plan, which is contained herein, and which shall utilize the following facilitating language:

a. Definitions:

- | | |
|-----------|--|
| Class I: | All teachers who retired after July 1, 2006, but prior to March 1, 2009. |
| Class II: | All teachers who would be eligible to service retire to STRS on or before March 1, 2009, but no later than June 1, 2012. |

Class III:	All other teachers, not meeting the above criteria for Class I or Class II.
Back Pay:	Amounts owed to designated teachers representing the difference between compensation received and compensation owed from the beginning of the 2006-2007 school year through March 1, 2009, as set forth in the 2006-09 CBA.
Enhanced Severance:	Retirement incentive money, in addition to regular severance, that will be paid to qualifying teachers as set forth herein in Paragraph 5.

- b. Class I teachers will immediately be paid Back Pay through and including the date of retirement. STRS will be notified of the correct salary computations and the Board of Education will immediately pay appropriate STRS retirement payments for such compensation. In addition, severance payments, if any, will be enhanced in an amount representing the difference of the amount received under prior per diem calculations and calculations representing the revised per diem amount.
- c. Class II teachers will have amounts of Back Pay credited immediately to the appropriate years and the Board of Education will immediately pay to STRS both the employer and the employee portion of retirement based on those computations. Any interest or other penalty assessed by STRS relating to these payments will be the sole obligation of the Board of Education. Thereafter, Class II teachers will receive Back Pay as set forth below for Class III teachers, reduced by amounts paid by the Board for the employee portion of the STRS set forth above. Should a Class II teacher, who does not qualify for and/or take the Enhanced Severance amount in Paragraph 5, leave the employment of the District, on any date prior to June 1, 2012, he/she will receive all Back Pay owed in a lump sum, minus any amount of Back Pay previously paid as well as any amounts previously paid by the Board of Education for the employee's portion of STRS set forth above.
- d. Class III teachers will receive Back Pay in equal payments beginning on the first work day in September, 2009 and thereafter on the first workday in September through 2012 (a total of 4 equal payments). Such payment will be made by separate check and is compensation and subject to all STRS and other withholding as salary. Any Class III employee whose employment status is changed due to retirement, non-renewal, resignation or suspension of contract pursuant to a reduction in force, will receive all Back Pay owed in a lump sum, minus any amounts of Back Pay previously paid as well as any amounts paid by the Board of Education for the employee's portion of STRS set forth above in paragraph 4, c.
- e. Upon the death of any teacher eligible for Back Pay, any and all amounts remaining due and owing will be paid to the estate of such teacher.

5. Enhanced Severance: The parties agree to an Enhanced Severance amount as incentive for retirement for eligible teachers willing to service retire to STRS at the end of the 2008-2009 school year. Such incentive will be \$15,000. Any Class II teacher taking the Enhanced Severance incentive will have his/her regular accrued sick leave severance, Enhanced Severance, and Back Pay bundled for purposes of the 4 year payout. In order to obtain the Enhanced Severance amount, an eligible Class II teacher must provide the Board with an irrevocable letter of resignation no later than May 1, 2009.
6. The parties agree to begin negotiations on a successor contract to the 2006-09 CBA no later than May 1, 2009.
7. The Board of Education will remain committed to a financial recovery strategy in 2009 which includes, at a minimum, serious consideration for the enhancement of current tax revenues in furtherance of providing an adequate educational program and adequate staffing for students.
8. For the 2009-2010 through 2011-2012 school years, the Board of Education will not act to increase the ratio of students to classroom teachers in excess of the following average ratios: K – 3: 25 – 1; 4 – 8: 27 – 1; 9 – 12: 28 – 1. However, if there is a drop in student enrollment, any reduction in the number of teachers shall be in accordance with the contractual procedures for Reduction in Force, and consistent with state law. For the 2009-2010 through 2011-2012 school years, the Board of Education may use non-certificated/licensed personnel to perform non-instructional duties (cafeteria/recess supervision – does not include study hall supervision) so long as the time teachers are removed from such current duties is utilized to allow them to provide for the enhancement of educational opportunities, including but not limited to additional instruction, for students. A continuation of the use of such aides beyond the 2011-2012 school year may only occur with the mutual concurrence of the Board of Education and the B.F.T.
9. The Board of Education will agree to post a “Notice to Employees” issued by the State Employment Relations Board for a period of sixty (60) days in all usual and customary posting locations where employees represented by the B.F.T. work.

John E. Britton

Board Counsel
Brookfield Local School District
Board of Education and Education

Susannah Muskovitz

Susannah Muskovitz
Brookfield Federation of Teachers

Sally L. Schneider

Sally Schneider, President
Brookfield Federation of Teachers

Timothy Filipovich

President, Brookfield Local School
District Board of Education

Steve Stohla

Steve Stohla, Superintendent

David Drawl

David Drawl, Treasurer

(Signatures are on file with the original forms.)

MEMORANDUM OF UNDERSTANDING

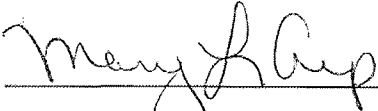
This Memorandum of Understanding is entered into this 29th day of January 2016 by and between the Brookfield Local School District Board of Education ("Board") and the Brookfield Federation of Teachers ("B.F.T.") (collectively, the "Parties").

The Parties agree as follows:

Effective the 2016-201~~6~~¹⁷⁻¹⁸ school year and each year after until negotiated differently, the supplemental pay for the District Test Coordinator shall be added to Appendix B to reflect four thousand dollars (\$4000) per testing year.

Mrs. Heather Huff shall be hired as the District Test Coordinator and for each year after so long as she continues to hold her current position with the District.

A "good faith" negotiation will be held to discuss retro active pay for Heather Huff, as she has served in this position for the previous 2 school years.



For the Federation

2/24/16

Date



For the Brookfield Local Board of Education

2/17/16

Date

Article XVII


Terms of the Master Agreement

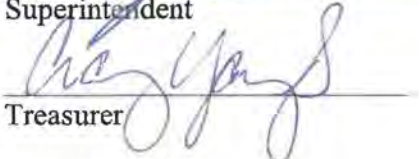
Any portion of this Master Agreement which does not have a specific starting date becomes effective and binding on the parties upon ratification by the Board and the B.F.T.

This Agreement shall be in effect from June 30, 2018, through June 29, 2021.

Brookfield Board of Education

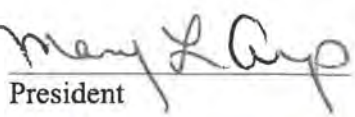

Board President


Superintendent


Treasurer

2/13/19
Date

Brookfield Federation of Teachers


President


Negotiation Team Member


Negotiation Team Member

2/14/19
Date

CERTIFICATE

(O.R.C. 5705.412)

RE: Contract between Brookfield Board of Education and Brookfield Federation of Teachers 6.30.2018 through 6.29.2021

It is hereby certified that the Brookfield Local School District has sufficient funds to meet the contract, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authority to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for the number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

Dated: December 10, 2018

BY: 
Treasurer

BY: 
Superintendent of Schools

BY: 
President, Board of Education