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MASTER CONTRACT

BETWEEN THE

BLOOMFIELD-MESPO
BOARD OF EDUCATION

AND THE

BLOOMFIELD-MESPO
EDUCATION ASSOCIATION

AUGUST 16, 2024 TO AUGUST 15, 2027

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE I	PROFESSIONAL, RECOGNITION, RIGHTS	1
1.01	Preamble	1
1.02	Recognition	1
A.	Recognition	1
B.	Agency Fee	1
C.	Management Rights	2
1.03	Principles	2
A.	Scope of Bargaining	2
B.	No Reprisals	2
1.04	Association Rights	2
A.	Facilities and Equipment	2
B.	Board Policies	3
C.	Board Agenda and Minutes	3
D.	Payroll Deduction	3
E.	Association Representation	3
F.	Labor-Management Committee	4
1.05	Payroll Practices	4
A.	Direct Deposit Requirement	4
B.	Pay Dates	4
C.	Recess and/or Holiday Pay Dates	4
D.	Supplemental Pays	4
E.	Direct Deposit Notice	4
ARTICLE II	NEGOTIATIONS PROCEDURES	5
2.01	Directing Requests	5
A.	Window for Opening Negotiations	5
B.	Scope of Negotiations	5
C.	Early Request for Negotiations	5
2.02	Negotiation Meetings	5
A.	Negotiating Team	5
B.	Use of Consultants	5
C.	Exchange of Proposals	5
D.	Written Proposals	6
E.	Negotiations Meetings	6

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE			PAGE
2.03	Negotiations Time Limits		6
	A.	Caucus	6
	B.	Length of Sessions	6
	C.	Mediation	6
	D.	Time Limits	6
	E.	Days Defined	6
2.04	While Negotiations Are in Process		6
	A.	Sharing of Information	6
	B.	Public Release of Information	6
	C.	Communications to Members	7
2.05	Agreement		7
	A.	Ratification	7
	B.	Distribution of Contract	7
	C.	Printing of Contract	7
2.06	Disagreement		7
	A.	Federal Mediation and Conciliation Services (FMCS)	7
	B.	Mutually Agreed Dispute Resolution Procedure	7
2.07	Stature of Contract		8
	A.	Supremacy of Contract	8
	B.	Contrary to Law	8
	C.	Severability	8
2.08	Duration		8
ARTICLE III	INDIVIDUAL TEACHING AND SUPPLEMENTAL CONTRACTS		8
3.01	Contract		8
3.02	Limited Contracts		8
3.03	Continuing Contracts		9
3.04	Supplemental Contracts		10
3.05	Filing and Maintenance of Certificates		10

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

ARTICLE IV TEACHER ASSIGNMENT, TRANSFER, AND VACANCIES 10

4.01 Assignments 10
A. Notification 10
B. Changes 10

4.02 Voluntary Transfers 11

4.03 Involuntary Transfer and Assignment 11

4.04 Resignations 11

4.05 Vacancies 11
A. Vacancy Defined 11
B. Posting of Vacancies 11
C. Interview Requirement 12
D. Selection Criteria 12

4.06 Reduction in Force (RIF) 12
A. Criteria for Retention/Suspension 12
B. Seniority Defined 12
C. Attrition 13
D. RIF Procedures 13

4.07 Recall 13

ARTICLE V TEACHER APPRAISAL SYSTEM/RIGHTS 14

5.01 Philosophy 14

5.02 Process 14
A. Schedule of Appraisal 14
B. OTES Committee 14
C. School Counselors-Procedure for Appraisal 15

5.03 Due Process Rights 15

5.04 Personnel Files 15
A. Definition of Files 15
B. Right to Review/Reply 15

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

C. Accuracy, Completeness or Timeliness of File Items 15
D. No Anonymous Material 16

5.05 Formal Reprimand or Discipline of a Teacher by an Administrator 16
A. Right to Representation 16
B. Right to Reply 16
C. Corrective Plan 16

5.06 Fair Dismissal 16
A. Principles 16
B. Procedures 16
C. Non-Renewal/Limited Contract Teachers of Two (2) Years or Fewer 17

ARTICLE VI WORKING CONDITIONS 17

6.01 School Calendar 17

6.02 Work Day 18
A. Work Day Defined 18
B. Meetings 18
C. Prior Notice for Meetings 18
D. School Functions 18
E. Parent-Teacher Conferences 18
F. School Year Defined 19
G. Traveling Teacher Rights 19
H. Professional Development Early Release Days . 19
I. Communication 20

6.03 Work Load 20
A. Planning Time 20
1. Bloomfield Building 20
2. Mesopotamia Building 20
3. Thirty Minute Duty-Free Lunch 20
B. Bus Duty 20
C. Detention Monitoring 20
D. Substitutes 20
E. In-School Substitute Pay 20
F. Teaching Assignment Limit 21
G. Scheduling (for the Bloomfield Bldg.) 21

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

H. Special Scheduling (for the High School Bldg.) .. 21
I. Student Semester 21

6.04 Class Size 21
A. Class Size Limits 21
B. Overload Payment Grades 1-6 22
C. Overload Payment Grades 7-12 22
D. Claiming an Overload Payment 22
E. Split Classes 22
F. Special Education/Handicapped Students 22
G. Specialized Health Care Procedures 23
H. IEP Meetings 23
I. Training/Staff Development 23

6.05 Materials and Supplies 23

6.06 Building Advisory Council 23

6.07 Student Discipline 23

6.08 Employee Health and Safety 23

6.09 Resident Educator Program 23
A. Resident Educator Program 23
B. Resident Educator Program Establishment 24
C. Mentor Responsibility 24
D. Mentor Evaluation Process 24
E. Mentor Workload 24
F. Mentor Release Time 24
G. Resident Educator Release Time 24
H. Reassignment 25
I. Mentor Compensation 25

6.10 Drug and Alcohol-Free Workplace 25
A. Purpose 25
B. Employee Responsibilities 25
C. Prohibitions 26
1. Illegal Drugs 26
2. Alcohol 26
3. Discipline 26

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

D. Definitions 26
1. Illegal Drug 26
2. Positive Test 26
E. Drug and Alcohol Testing 26
1. Post-offer, Pre-employment Testing 27
2. Random Drug Testing 27
3. Reasonable Suspicion "For Cause" 27
4. Follow-up Testing After Return-to-Duty from Assessment of Treatment 28
F. "Positive Test" Result 28
G. Employee Options After a "Positive Test" 28
1. First Positive Test 29
2. Second Positive Test 29
3. Third Positive Test 30
H. Educational Programs Provided 30
I. Procedure for Alcohol and Drug Testing 30
1. Consent 30
2. Alcohol Testing 31
3. Chain of Custody 31
4. Drug Testing 31
5. Retention of Sample 31
6. Notification 31
7. Confidentiality 31
J. Refusal of Employee to Take Required Test 31
K. Child Endangerment 32
L. Employee Assistance 32

ARTICLE VII COMPENSATION 32

7.01 Salary 32
A. Base Salary for 2024 - 2027 32
B. Signing Bonus 32
C. Placement on Salary Schedule – New Hires 33
D. B.A. Placement 33
E. BA + 30 Placement 33
F. Masters Placement 33
G. Masters + 15 Placement 33
H. Filing of Transcripts 33
I. Supplemental Contracts 33
1. Supplemental Pay Schedule 33
2. Outside Experience Credit 35
3. Related Experience Credit 35

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

4. Compensation for Each Supplemental 35
5. Filling of Supplementals/Supplemental Non-renewal 35
6. Title I Coordinator/Director 35
7. Administrator Position Teaching 35
8. Special Education Teachers 35

7.02 Fringe Benefits 36
A. Health Care Benefits 36
B. Dental Care 38
C. Vision Care 38
D. Term Life Insurance 39
E. State Teacher's Retirement System Pick-Up Utilizing the Salary Reduction Method 39
F. Tax Sheltered Annuities 40
G. Deductions for Credit Union 40
H. Free Admission to School Activities 40
I. Severance Pay 40
J. Car Allowance 41
K. Attendance Incentive 41
L. Tuition Waiver 41
M. Copy of Insurance Contract 41
N. Insurance While on Leave 41

ARTICLE VIII ABSENCE AND LEAVE 42

8.01 Authorized Absence 42

8.02 Notification in Case of Absence 42

8.03 Certificate of Absence 42

8.04 Calamity Day… 42

8.05 Absence Covered by Sick Leave 43
A. Accumulation 43
B. Use of Sick Leave 43

8.06 Leaves of Absence 43
A. Illness Leave 43
B. Exchange Teacher or Service Leave of Absence 44
C. Dependent Care Leave 44

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE			PAGE
		D. Parental Leave	45
		E. Assault and On-the-Job Injury Leave	45
		F. Leave of Absence Without Pay	45
8.07	Other Leaves		46
		A. Professional Leave and Reimbursement	46
		B. Personal Leave	47
		C. Jury or Court Required Service	47
		D. Field Trip Assignment	48
		E. Special Assignment	48
		F. Extended Personal Leave	48
		G. Family and Medical Leave	48
ARTICLE IX	GRIEVANCE PROCEDURE		48
	9.01 Definitions		48
		A. Grievance Defined	48
		B. Grievant Defined	48
`		C. Days Defined	49
	9.02 Purpose		49
	9.03 Rights of the Grievant		49
		A. Association Grievance	49
		B. Official Grievance File	49
		C. Protection of Individual Rights	49
		D. Time Limits	49
	9.04 Rights of the Association		50
	9.05 Steps		50
		A. Informal Level	50
		B. Level I – Formal – Principal	50
		C. Level II – Superintendent	50
		D. Level III – Board	50
		E. Level IV – Mediation	51
		F. Level V – Arbitration	51
ARTICLE X	DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE		51
ARTICLE XI	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)		53

Tue, 01/28/2025 12:27:40 PM

TABLE OF CONTENTS

ARTICLE **PAGE**

Negotiation Team Members- Signature Page…… ..54

APPENDICES

APPENDIX A Request for Supplemental Pay 55

APPENDIX B Appraisal Record – Guidance Counselor…….. 56

APPENDIX C Salary Schedule 2024-2025, 2025-2026, 2026-2027 58

APPENDIX D Statement of Absence 59

APPENDIX E Professional Leave or Tuition Request..... 60

APPENDIX F Permission for Field Trip Form 61

APPENDIX G Grievance Form..... 62

APPENDIX H Professional Expenses 64

APPENDIX I PPO-2023..... 65

APPENDIX J HDHP-2023…… 71

INDEX…….. 77

ARTICLE I

PROFESSIONAL, RECOGNITION, RIGHTS

1.01 PREAMBLE

Recognizing that providing a quality education for the children of the Bloomfield-Mespo Local Schools is the paramount aim of this school district and that good morale and professional attitude among the teaching staff and the administration is necessary for the best education of the students, we do hereby agree:

1. The Board of Education has the legal responsibility of establishing policies.

2. The Administration has the responsibility of carrying out the established policies.

3. The professional teaching staff has the ultimate responsibility of providing the best possible education in the classroom, under the policies established by the Board.

The Bloomfield-Mespo Local School Board and the Bloomfield-Mespo Education Association also recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Bloomfield-Mespo Education Association to discuss matters of common concern and to reach a mutually satisfactory agreement on these matters. The Board, the Administration, and the professional staff can best carry out their respective responsibilities in an atmosphere of understanding and mutual respect.

1.02 RECOGNITION

A. RECOGNITION: The Bloomfield-Mespo Education Association, affiliated with the North Eastern Ohio Education Association, the Ohio Education Association and the National Education Association, (hereinafter referred to as the “BMEA” or “Association”) is recognized by the Bloomfield-Mespo Board of Education (hereinafter referred to as the “Board”) as the bargaining representative for all certified/licensed personnel except the Superintendent, the principals, and casual day to day substitutes. The term teacher whenever used throughout the agreement, unless specifically noted, shall mean a member of the bargaining unit.

B. AGENCY FEE: In recognition of the Association services and benefits to the bargaining unit, all members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of the members of the Association.

1. Service fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent.

2. The Association shall certify to the District Treasurer, the names of those bargaining unit members who are not members of the Association and who are obligated to pay the service fee by January 31st, or within forty-five (45) days of the date on which new employees receive notification of their service fee rights by the Association after rejecting membership in the Association. The District Treasurer shall begin deduction of the total service fee in equal installments from the remaining payrolls through June for each service fee payer and forward those payments to the Association Treasurer.

3. Any employee who has been declared exempt from automatic payroll deductions for religious convictions by the State Employment Relations Board shall not be required to pay such fee. However, in lieu of such fee, on the same schedule as Association dues or service fees are payable, an amount of money equal to such service fees shall be deducted from the employee's pay and forwarded to the Bloomfield-Mespo Library or Textbook Fund. Receipt of such payment shall be sent to the employee and the Association Treasurer after each payment is made.

4. The Association agrees to defend, indemnify, and hold harmless, the Board and/or its designees from all claims arising from the provisions as herein set forth.

C. MANAGEMENT RIGHTS: The Board retains powers, rights, authority, duties and responsibilities conferred upon it by the laws and Constitution of the State of Ohio.

1.03 PRINCIPLES

A. SCOPE OF BARGAINING: The Board and Association shall negotiate on wages, fringes, conditions of employment and other items that the parties find mutually acceptable.

B. NO REPRISALS: Neither the Board, the BMEA nor the Administration shall take reprisals against any other for action taken relative to negotiations or for carrying out the duties of representatives of the Association.

1.04 ASSOCIATION RIGHTS

A. FACILITIES AND EQUIPMENT: During the year, the Association shall be entitled to use without charge a bulletin board of approximately 24 square feet in Middle Office at the Bloomfield Building and in the Teachers' Lunch

Room at the Mespo Building, the teachers' mailboxes, a room, duplicating equipment and computers for Association business when such equipment is not in use for official school business. The Association shall also be allowed to use the school facilities without charge when not used for official school business. The Association will furnish their own paper for the copier and pay repair cost of machines they damage through gross negligence.

B. BOARD POLICIES: The Superintendent will provide the BMEA president with four (4) copies of all policies currently in effect. When policies are added, deleted or changed the Superintendent will provide the BMEA President four (4) copies of those within thirty days of board action. A copy of all current and in force policies will be maintained in the Superintendent's office. Replaced policies will be removed.

C. BOARD AGENDA AND MINUTES: The President and each Building Representative of the BMEA shall be notified of all Board meetings and will be provided with the Board agendas. These agendas shall be before the regularly scheduled board meetings whenever possible and addendums when available. Board minutes and all exhibits attached to Board members' agendas upon which action is to be considered will be emailed to the Association President at the same time they become available to the Board members.

D. PAYROLL DEDUCTION: The Board shall provide payroll deductions of dues for membership in BMEA, NEOEA, OEA and NEA whenever the Treasurer is provided with appropriate signed deduction form. The first payroll deduction for these dues shall be the first pay in October and payroll deductions shall be completed in seventeen (17) pays. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

E. ASSOCIATION REPRESENTATION: A member may, if he/she deems it necessary, request the presence of an Association representative at any conference regarding the formal reprimand or discipline of a teacher by an Administrator due to an alleged violation of the professional performance or conduct of the said teacher. When such a representation request is made, the conference shall not proceed until the representative is in attendance. Whenever an Association member has requested a representative to be present 24-hour notice must be given the administration. The administration reserves the right to have an administrative representative present.

F. LABOR-MANAGEMENT COMMITTEE: The Superintendent shall meet as often as necessary during the school year with the Association's Executive Committee in an attempt to resolve any concerns which the Executive Committee or the Superintendent may have. Each party may take their own minutes during the meeting and can submit those minutes to the Board of Education.

1.05 PAYROLL PRACTICES

A. DIRECT DEPOSIT REQUIREMENT: All BMEA members will be paid through the direct deposit system established by the Bloomfield-Mespo Local School District's Treasurer.

B. PAY DATES: The Board shall establish and pay twenty-six (26) days per year every other Friday starting with the first scheduled Friday payday after school opens in the fall. BMEA members will receive payment through direct deposit not later than Friday at the end of the student day. If the pay date falls on a day that is not a regularly scheduled work day, direct deposit will still be made according to the above-mentioned schedule. For pay dates that fall on holidays in which banks are closed, the direct deposit will be made the business day prior to the holiday. Teachers will receive pay stubs as confirmation of the direct deposit either by mail, in their work mailboxes, or email according to the above-mentioned schedule.

C. RECESS AND/OR HOLIDAY PAY DATES: During the summer recess, direct deposit will continue to be made according to the schedule and procedures outlined in Section A.

D. SUPPLEMENTAL PAYS: The Board shall issue direct deposits for supplemental pays after the regular season for coaches and completed supplemental contracts with submission of the written form for payment to the Treasurer. (see Appendix A). The Board will issue direct deposits for supplemental contracts in effect for the full school year in two equal installments. The first installment will be paid in November and the balance within thirty days after the close of school for the summer.

Teachers performing assignments necessitating the request for supplemental pay form (Appendix A) shall be paid through direct deposit on the regular pay date after slips are received in the Treasurer's office.

E. DIRECT DEPOSIT NOTICE: When additional salary payments beyond the regular salary are included on a direct deposit notification, the reason for the extra salary payment shall be identified to the extent possible.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.01 DIRECTING REQUESTS

A. WINDOW FOR OPENING NEGOTIATIONS: Negotiations for a subsequent contract shall begin no sooner than one hundred twenty (120) days and no later than sixty (60) days before the expiration date of this contract. The Superintendent or the Association Negotiations Chairperson shall request a meeting with the other to establish a mutually acceptable date for the first negotiation session.

B. SCOPE OF NEGOTIATIONS: Any change in Board policy that affects the wages, salary, terms or conditions of employment of the members of the bargaining unit are mandatory items for negotiations.

C. EARLY REQUEST FOR NEGOTIATIONS: Either party may request negotiations during the term of this Agreement on any issue that affects the terms and conditions of employment. Upon written request by either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such requests.

2.02 NEGOTIATIONS MEETINGS

A. NEGOTIATING TEAM: Each negotiations team shall be comprised of between one (1) and five (5) members. Each team shall designate one chief spokesperson who shall be responsible for signing any tentative agreements. Once an item has been tentatively agreed to, it shall be considered resolved and removed from further bargaining, including Mediation, but no article by itself is considered to be final until the total package is in its final written form for presentation to the member groups for ratification. At this time the members of the negotiation team shall sign the final form.

B. USE OF CONSULTANTS: Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members, or for the purpose of providing information pertinent to negotiations.

C. EXCHANGE OF PROPOSALS: At the first negotiations meeting, the Association and the Board shall exchange their fully written proposals. No new proposals shall be submitted by either party after the initial meeting unless by mutual agreement (This item shall not be construed as limiting the submission of any legitimate counterproposals.)

D. WRITTEN PROPOSALS: Original proposals shall be written and in language suitable for inclusion in the final agreement. Topical listings of items proposed for negotiations (i.e. agenda listings) shall constitute a clear failure of compliance and may be disregarded.

E. NEGOTIATIONS MEETINGS: Meetings shall be scheduled with the least interruption of work schedules. All meetings, including Mediation, shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

2.03 NEGOTIATIONS TIME LIMITS

A. CAUCUS: Either party may call for a caucus of up to eighteen (18) minutes.

B. LENGTH OF SESSIONS: Bargaining sessions shall last a maximum of 90 minutes unless extended by mutual agreement.

C. MEDIATION: Items under negotiations must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached within the time limits, the use of the Federal Mediation and Conciliation Service as outlined in this document shall be implemented.

D. TIME LIMITS: Any time limits established under this Article may be modified by mutual agreement of both parties.

E. DAYS DEFINED: Days shall mean calendar days unless specified otherwise.

2.04 WHILE NEGOTIATIONS ARE IN PROCESS

A. SHARING OF INFORMATION: The parties agree during negotiations to provide each other, upon reasonable request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

B. PUBLIC RELEASE OF INFORMATION: During any phase of negotiations, including procedures of the Federal Mediation and Conciliation Service, there will be no public releases of information to the media unless agreed upon by both parties. Such limitation does not apply after the issuance of

a strike notice pursuant to ORC 4117.14 by the BMEA. In such instances that releases are agreed upon said releases shall be in writing and both parties shall sign and approve the release prior to its dissemination.

C. COMMUNICATIONS TO MEMBERS: Both parties will issue regular progress reports during negotiations to their members as to keep their members informed with respect to the progress of negotiations. Information updates may be posted, provided the board doesn't incur additional costs, through payroll mailings. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

2.05 AGREEMENT

A. RATIFICATION: When agreement is reached on the items being negotiated, a final written copy of all items agreed to shall be submitted to the Association for ratification and then to the Board at its next regular or special meeting for approval.

B. DISTRIBUTION OF CONTRACT: Official copies of negotiated and agreed to provisions shall be reproduced and distributed to all members of the bargaining unit, administration and the Board bearing the signature of the President of the Board of Education and the Association President.

C. PRINTING OF CONTRACT: The material cost of compiling and duplicating the final contract shall be shared equally by the Board of Education and by the Association.

2.06 DISAGREEMENT

A. FEDERAL MEDIATION AND CONCILIATION SERVICES (FMCS): In the event that agreement is not reached within 45 calendar days from the first scheduled negotiation session or the end of any extensions set as outlined in "Negotiation Time Limits" of this document, either party may declare impasse and the parties shall jointly issue a request to the Federal Mediation and Conciliation Service for a mediator. Mediation shall begin as soon as the assigned mediator is available. Mediation shall continue for fifteen days. Each party shall pay its own expenses of representation. Both parties will equally share all expenses of the FMCS.

B. MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE: The parties agree that the dispute resolution procedure provided in this agreement is the mutually agreed upon dispute settlement pursuant to ORC 4117.14(E).

2.07 STATURE OF CONTRACT

A. SUPREMACY OF CONTRACT: It is the intention of the parties that the terms of this agreement shall prevail over conflicting provisions of law unless the subject of such laws is one of those set forth in Section 4117.10 (A).

B. CONTRARY TO LAW: In the event legislation becomes law or a decision by a court having jurisdiction over these parties after the effective date of this agreement would make a provision of this agreement contrary to law, the provision of this agreement made contrary to law shall immediately become renegotiable, at the written request of either party, unless the subject of such law or decision is one set forth in O.R.C. 4117.10 (A) as specifically prohibited.

C. SEVERABILITY: If any provision of this agreement, or the application of any provision of this agreement is found to be contrary to law by a court of competent jurisdiction, then such provision of the agreement or its application shall be inoperative, but remaining provisions thereof shall remain in effect.

2.08 DURATION

This contract shall be effective 12:01 a.m., August 16, 2024, and continue in full force and effect until 11:59 p.m., August 15, 2027.

ARTICLE III

INDIVIDUAL TEACHING AND SUPPLEMENTAL CONTRACTS

3.01 CONTRACT

All members of the certified staff shall be provided annually with a written contract, upon approval of the Board and the recommendation of both the local and county superintendents, unless they are on a multiple-year or continuing contract. Teachers on two-year limited contracts or continuing contracts shall receive salary notices which shall also specify teaching assignments including the grade level of elementary teachers (K-5), and the subjects to be taught by the middle school (6-8), and high school (grades 9-12), and length of contract. The administration reserves the right to change an assignment when circumstances are not limited to but include a teacher resignation and/or a decline in enrollment.

3.02 LIMITED CONTRACTS

The Board shall enter into a limited contract for one year with each teacher who does not possess a professional, permanent certificate or a five (5) year license who has been employed by the Board for fewer than three years. After three years

of service in the Bloomfield-Mespo system, teachers on a limited contract shall be offered two year contracts.

3.03 CONTINUING CONTRACTS

The Board may enter into a continuing contract with a teacher who holds:

A. A Professional, Permanent or Life teacher's certificate, issued upon application submitted to the State Board of Education prior to September 1, 1998, or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

B. A Professional Educator's License issued after October 29, 1996, and proof of either of the following:

1. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

3. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

a. Holds a professional, senior professional or lead professional license;

b. Has held an educator's license for at least seven (7) years; and

c. Has completed either of the following:

i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt; or

ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six

(6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

C. The teacher must have taught for at least three of the last five years in the Bloomfield-Mespo Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Bloomfield-Mespo Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

D. The teacher must notify the Treasurer of their eligibility by January 5th of the year they will become eligible and comply with Article 3.05 and Article 7.01-A,6.

3.04 SUPPLEMENTAL CONTRACTS

Supplemental contracts shall contain duties to be performed, years of experience step, and salary paid, as per the schedule in Article VII.

3.05 FILING AND MAINTENANCE OF CERTIFICATES

Members of the bargaining unit shall be responsible for filing with the Superintendent all valid certificates or licenses currently held. It is each teacher's responsibility to maintain certification or licensure. For current teachers this means all areas valid as of the effective date of this contract. For new teachers this means all areas valid at the time of their employment. A teacher who desires to not renew a specific area may do so only with the written approval of the Superintendent. A teacher who will become eligible for a continuing contract must notify the Treasurer of their expected eligibility by January 5th of the qualifying year.

ARTICLE IV

TEACHER ASSIGNMENT, TRANSFER, AND VACANCIES

4.01 ASSIGNMENTS

A. NOTIFICATION: Teachers shall be notified of their teaching assignments for the entire school year by July 31st. The teaching assignment notification will include the building assignment, grade level, subject area and courses to be taught.

B. CHANGES: Changes occurring after July 31st will only be made when circumstances not previously known warrant such change(s). Prior to

making such change(s) the teacher(s) involved will be contacted by the principal or if the teacher cannot be reached within fourteen (14) days, a BMEA representative will be informed of the change.

4.02 VOLUNTARY TRANSFERS

Teachers who desire a transfer, for the next school year, must file a written request with their principal not later than April 1st.

4.03 INVOLUNTARY TRANSFER AND ASSIGNMENT

An e-mail to the school e-mail account with delivery confirmation notice shall be sent to the teacher concerned as soon as practical and under normal circumstances no later than the last teacher workday. Further changes shall only be made when circumstances not previously known warrant such changes. The teachers involved and the Association President shall be notified of the change(s) by e-mail. Involuntary transfers shall not be arbitrary or capricious, and shall be for the educational needs of the students.

4.04 RESIGNATIONS

All licensed and certified personnel should notify the Superintendent of their intent not to return as soon as a decision is reached and prior to July 10th.

4.05 VACANCIES

A. VACANCY DEFINED: A vacancy shall be defined for this and all other provisions of this contract as a position held by a bargaining unit member that becomes available due to the death, resignation, retirement, non-renewal, leave of absence, transfer, or promotion of bargaining unit member that the Board decides to fill or the creation of a new bargaining unit position by the Board. A Reduction in Force does not create a vacancy.

B. POSTING OF VACANCIES: Vacancies for present or new positions shall be sent by e-mail to the staff on the school e-mail account. The only exception is when an individual or specific group writes a grant and is employed by the school district during the life of the grant or when a teacher on the Recall List is certified for the vacancy.

1. The e-mail notice shall set forth the qualifications and duties required to fill the vacancy as well as the salary for the position.

2. Whenever the administration proposes to change the assignment of a bargaining unit member by more than 50% from the preceding year, a vacancy shall first be advertised in accordance with this agreement.

3. Members of the bargaining unit shall have seven (7) calendar days from the e-mail to apply for the vacancy.

4. Application shall be in writing to the Superintendent.

C. INTERVIEW REQUIREMENT: The Superintendent shall grant an interview to each teacher who holds a proper certification and who has filed a transfer request or written application for the vacant position.

D. SELECTION CRITERIA: In filling the vacancy, the Superintendent shall make the assignment based on the determination of all relevant factors pertaining to the vacancy. The Superintendent shall select the person most qualified from those interviewed. Any current bargaining unit member qualified, certified and applying for a vacancy shall be given first consideration before a new teacher is employed to fill a vacancy.

4.06 REDUCTION IN FORCE (RIF)

REASONS FOR RIF: Bargaining unit members employed by the Board shall only be subject to a RIF in compliance with reasons listed in ORC 3319.17. The Board shall, within each field of certification affected, give preference to teachers on continuing contract over teachers on limited contracts.

A. CRITERIA FOR RETENTION/SUSPENSION: Whenever it becomes necessary to implement RIF procedures, areas of certification and evaluation results shall be the exclusive criteria in determining retention or suspension of limited and continuing contract personnel.

All certified teachers shall be placed on each and every seniority list for which they have proper certification. The criteria for a reduction-in-force shall be in the following order: type of contract within an area of certification, the evaluation hierarchy and, for comparable evaluations, seniority in the area of certification.

1. The Association President shall receive a copy of all seniority lists by area of certification by March 1st of each year.

2. A copy of the seniority lists shall be posted on the faculty bulletin board in each school in the district by March 8th of each year.

B. SENIORITY DEFINED: Seniority for this and all other parts of the contract shall be determined by the length of continuous service as a bargaining unit member in the district. The length of continuous service shall not be interrupted or affected by authorized leaves of absence or reduction in force. Teachers will not accumulate additional service time during the Board approved leave or RIF period. If two or more teachers have the same length of continuous service, then greater seniority will be determined by:

1. The earlier date of the Board meeting at which the teachers were hired, and then by

2. The earlier time/date stamped on the application from the interview where an offer of employment was extended.

C. ATTRITION: The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, are non-renewed, terminated, promoted, or sever employment with the district in some other way.

D. RIF PROCEDURES: Teachers whose jobs are in jeopardy due to reduction in force shall be notified in writing fifteen (15) days prior to recommendation to the Board for RIF procedures to be implemented for the next school year.

1. Teachers on limited contracts shall have their contracts suspended first.

2. If the appropriate number of reduction of staff is not accomplished, then teachers on continuing contracts shall be suspended.

3. During the term of this Master Contract, teachers with evaluation ratings of 'Developing', 'Skilled' and 'Accomplished' will be considered to have comparable evaluation results. If evaluation results are comparable, seniority will be a factor in determining retention or suspension of limited and continuing contract personnel.

4.07 RECALL

All teachers whose contracts are suspended for the purpose of the reduction in force shall be placed on a recall list with those on continuing contract listed in order of greatest seniority first, then those on limited contract in order of greatest seniority by areas of certification. When a vacancy occurs, the first person on the recall list with the necessary certification shall be offered re-employment in the vacancy. Continuing contracts will be given preference. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in D.3. The person so notified will have fourteen (14) days to notify the Board of the willingness to fill the position. Failure to do so annuls the Board's responsibility to re-employ under the Reduction-in-Force recall. The teacher shall have the right to reject a part-time position without forfeiting his/her right to recall. Acceptance of a part-time position still enables the teacher to be considered for the next vacancy which will give that teacher full-time equivalency. It will be the responsibility of each person on the recall list to keep the Board informed yearly, prior to April 15th, that he/she is actively seeking re-employment and of the address where he/she can be contacted. Failure to do so annuls the Board's responsibility to re-employ under the reduction-in-force recall. The Superintendent shall send a notice of receipt of

this contact by the employee within seven (7) days of its receipt by the Board. RIF'ed teachers shall have call back rights for two (2) years.

ARTICLE V

TEACHER APPRAISAL SYSTEM / RIGHTS

5.01 PHILOSOPHY

The teacher appraisal system should be linked to professional growth and improvement in teaching performance. It should allow for the development of a positive relationship between the teacher and the appraiser. The goal of the appraiser and the teacher should be a sincere attempt to assist in professional growth and development.

5.02 PROCESS

A. SCHEDULE OF APPRAISAL: Licensed employees who spend at least fifty percent (50%) of their time providing content student instruction will be evaluated in accordance with Board of Education Policy 3220, which is incorporated into this Agreement (but changes to the policy will not cause the Contract to reopen for negotiations of any kind).

B. OTES COMMITTEE: An OTES Committee shall be maintained over the life of the agreement. The OTES Committee shall consist of the Superintendent and one (1) Administrator appointed by the Superintendent, the Association President (or designee) and one (1) bargaining unit member appointed by the Association President.

1. The purpose of the Committee shall be to draft recommendations, if any, regarding the standards-based teacher evaluation procedure that conforms with the evaluation of teachers found in Ohio Revised Code, Section 3319.112. The Committee will meet during the school year in order to review, assess and, if necessary, make recommendations to the Board regarding the Board of Education Evaluation Policy 3220.

2. Should the Committee disagree, the Superintendent and a representative of the BMEA will present each side and the Board will make their decision based on the recommendation of each side. If Committee recommendations are completely declined by the Board, the Committee will reconvene to modify its recommendations. If both sides agree, the Superintendent will present the recommendation of the Committee to the Board.

3. Committee meetings shall be chaired alternately by the Superintendent and the BMEA President/designee member.

4. At least ten (10) days after any revisions are approved by the Board to the Standards-Based Teacher Evaluation System policy, the Superintendent shall provide a printed copy of such to the BMEA President.

C. SCHOOL COUNSELORS – PROCEDURE FOR APPRAISAL

School Counselors will be evaluated in accordance with the Board of Education policy adopted in compliance with the requirements of Ohio Revised Code, Section 3319.113. Prior to any amendment of such policy, the Superintendent shall consult with the School Counselor bargaining unit members to receive their input and recommendation for presentation to the Board.

5.03 DUE PROCESS RIGHTS

Any teacher has the right to due process following the guidelines of ORC 3319.16 if a contract is terminated.

5.04 PERSONNEL FILES

A. DEFINITION OF FILES: Personnel files will be maintained according to ORC 1347.01 et seg. All personnel records shall be kept up to date and on file in the office of the Superintendent.

Only material in the Superintendent's file can be used for disciplinary action by the Superintendent or for employment reasons.

B. RIGHT TO REVIEW/REPLY: Each teacher shall have the right to review the contents of his/her personnel file. Teachers shall be notified and have the opportunity to review, discuss and initial any items to be placed in his/her file that is disciplinary in nature or may lead to discipline. The teacher shall be permitted to reply in writing to any material in his/her personnel file. This reply shall be attached to the questioned material.

C. ACCURACY, COMPLETENESS OR TIMELINESS OF FILE ITEMS: When an association member feels that information included in the personnel file is no longer relevant to his/her situation and it is mutually agreed to by the association member and the Superintendent either the information shall be removed or a memorandum shall be attached to the information in question stating that the situation in question has been satisfactorily corrected. A member may appeal the Superintendent's decision to the Board of Education. The Board shall investigate the accuracy, relevancy, completeness or timeliness of the item and shall either delete the disputed information or include in the file a notation or statement by the employee that he disputes the accuracy thereof. (1347.09 ORC)

D. NO ANONYMOUS MATERIAL: Anonymous letters or materials shall not be placed in a teacher's file nor will they be made a matter of Board record. Each item placed in the file by the school administration shall be dated and signed by those submitting the item.

5.05 FORMAL REPRIMAND OR DISCIPLINE OF A TEACHER BY AN ADMINISTRATOR

A. RIGHT TO REPRESENTATION: Any meeting regarding the formal reprimand or discipline of a teacher by an administrator due to an alleged violation of the professional performance or conduct of said teacher shall, at the request of either the teacher or administrator, be in the presence of a BMEA representative. Such formal reprimand or discipline shall be documented completely in writing, signed and dated by the administrator and presented to the teacher involved.

Before this document can be placed in the teacher's file, the teacher involved must sign to indicate he/she has read the document, and the meeting was held. If a BMEA representative was present, he/she must also sign the document.

B. RIGHT TO REPLY: The teacher may include with the document a signed and dated written reply which will be attached and placed in his/her file, within ten (10) working days.

C. CORRECTIVE PLAN: At the conclusion of the meeting, a written plan to correct the violation(s), the assistance to be provided by the administration if appropriate, and a set time period in which to achieve such corrections shall be included as part of the document.

5.06 FAIR DISMISSAL

A. PRINCIPLES:

Any teacher recommended for non-renewal who holds a limited teaching contract will be non-renewed in compliance with ORC 3319.11, except as provided in Section (C) below. The recommendation for non-renewal shall be based on his/her inability or unwillingness to correct professional deficiency or deficiencies, identified during the formal Appraisal Process.

B. PROCEDURES:

1. A full written record of a teacher's evaluations shall be maintained and filed in the Superintendent's office prior to recommendation for non-renewal.

2. Copies of evaluation information in the teacher's file shall be made available by the administration to said teacher upon request.

C. NON-RENEWAL/LIMITED CONTRACT TEACHERS OF TWO (2) YEARS OR FEWER:

1. Limited contract teachers who have been employed two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring for the next school year. Such notification shall be made at least ten (10) days prior to the Board action on their contract. Such teachers shall have the right to meet with the Board in Executive Session with representation to discuss the intended action on their contract.

This non-renewal procedure for such teachers supersedes all provisions of Ohio Revised Code, Section 3319.11, and Ohio Revised Code, Section 3319.111. Such teachers shall have no right to challenge and non-renewal pursuant to Ohio Revised Code, Section 3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.

2. After the two (2) year probationary period, a teacher who seeks relief from non-renewal or teaching contract may either pursue his or her rights under the Collective Bargaining Agreement including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. On selection of an option, the teacher is confined to the option.

ARTICLE VI

WORKING CONDITIONS

6.01 SCHOOL CALENDAR

A. The school calendar shall be adopted by the Board and shall designate: 1) work days with students; 2) work days without students; and 3) non-paid holidays. Once the school calendar has been adopted, any change must be negotiated by the BMEA and either the Board or the Board's representative.

B. At least two (2) calendar weeks prior to the Board of Education meeting at which the following year's calendar will be placed on the agenda, the proposed calendar will be e-mailed to the president of the BMEA and all certified employees. Certified employees will have an opportunity to offer suggestions for possible changes in the proposed calendar. Such suggestions will be made in writing to the Superintendent. All suggested

change(s) will be shared with the Board prior to official Board action on the calendar for the following school year.

6.02 WORK DAY

A. WORK DAY DEFINED: The regular work day for teachers will be no longer than seven (7) hours per day. The reporting time at the Bloomfield Building will be 7:30 and 8:30 at the Mespo Building. The Superintendent may change the reporting time at the Bloomfield and/or Mespo Building up to fifteen (15) minutes either way provided notice is given to the Association President no later than July 31st of the school year in which the change will be made. Once a time change has been made, it will remain in place for the entire school year except as may be adjusted due to calamity days and only for the purpose of meeting the instructional minute requirements of Ohio law. Any such adjustments will be at the conclusion of the school day. Any teacher agreeing to bus duty may be assigned an earlier starting time, with an adjusted ending time.

B. MEETINGS: Teachers may be required to attend no more than one monthly staff meeting beyond the normal workday. Teachers shall not be required to attend more than thirty (30) minutes in excess of the regular teaching day unless the Principal has provided at least two (2) work days' notice that the upcoming session will last up to but not exceed forty-five (45) minutes.

C. PRIOR NOTICE FOR MEETINGS: Administration should give five (5) day's e-mail notice by the school e-mail account with delivery confirmation notice for all meetings. When five (5) days' notice is not given, teachers shall make every effort but will not be required to attend. The e-mail notice must be sent no later than the end of the regular work day. In the event that a regular meeting is postponed, the Administration will issue a new five (5) day notice. Meetings shall not be scheduled on a day prior to a non-workday. When the Building Administrator determines that a staff meeting is necessary due to a critical issue(s), the Building Administrator will contact and inform the BMEA Building Representative. No specific advance notice is required and the meeting may be held that same day. Teachers will be excused for cause. Teachers who cannot attend will obtain the substance of the critical issue(s) meeting as soon as practicable.

D. SCHOOL FUNCTIONS: Teachers are encouraged to attend school functions and school related meetings, although it is not a contractual requirement.

E. PARENT-TEACHER CONFERENCES: Both parties agree to setting the following timeframes for parent-teacher conferences:

1. The fall conferences for the Bloomfield building will occur within two (2) weeks following the issuance of the 1st grade period's progress

reports. There will be one evening conference held during this timeframe.

2. The fall conferences for the Mespo building will occur within three (3) weeks following the end of the 1st grading period. There will be two evening conferences held within this timeframe.

3. The spring conference for the Bloomfield building will occur within three (3) weeks following the end of the 1st semester. There will be one evening conference held during this timeframe.

4. The spring conference for the Mespo building will occur within two (2) weeks following the issuance of the 3rd grade period's progress reports. There will be one evening conference held during this timeframe.

These timeframes will be effective for the duration of the current Agreement. Each teacher shall be guaranteed thirty (30) minutes of records time prior to each evening conference. Mespo elementary teachers shall be guaranteed forty-five (45) minutes of records time prior to each evening conference.

F. SCHOOL YEAR DEFINED: Teachers shall be contracted to work 182 days which must include 1001 student instructional hours**,** two (2) equivalent days for purposes of parent-teacher conferences**,** and at least three (3) equivalent days without students which may be used, in part, to hold educational meetings.

G. TRAVELING TEACHER RIGHTS: A teacher assigned to more than one building shall be assigned to a maximum of seven (7) hour day; however, the starting and ending times may be adjusted within the regular hours of the school district. A teacher working in both buildings in a day may be assigned a consecutive seven (7) hour day between the regular school hours of the district. The teacher must receive a reasonable amount of travel time to go from one building to another, a thirty (30) minute duty-free lunch, and a conference planning period at each building (not necessary to exceed the minimum preparation time requirements of 225 minutes per week).

H. PROFESSIONAL DEVELOPMENT EARLY RELEASE DAYS: There shall be one school day each month (September through May) on which all students are dismissed one and one-half (1 ½) hours early to allow teachers to attend professional development. The Building Advisory Committee for each building shall collaborate and have input on professional development topics.

I. COMMUNICATION: The preferred method of formal communication between Administration and teachers shall be via school e-mail.

6.03 WORKLOAD

A. PLANNING TIME: Each member of the bargaining unit shall receive no less than 225 minutes per week in planning time.

1. BLOOMFIELD BUILDING: Each week every member of the Bloomfield certified staff shall have not fewer than five (5) planning periods after the beginning and prior to the end of the student school day of at least forty-two (42) minutes each without student supervision.

2. MESOPOTAMIA BUILDING: Each member of the Mesopotamia certified staff shall be provided a minimum of two-hundred twenty-five (225) minutes per week of planning time without student supervision, in blocks of at least twenty (20) minutes. This planning time shall be exclusive of and after the first and prior to the last ten (10) minutes of the student day, which shall be used for professional responsibilities.

3. THIRTY MINUTE DUTY-FREE LUNCH: Each bargaining unit member will have a thirty (30) minute duty free lunch period exclusive of planning time. Time for class change not included within this thirty (30) minutes.

B. BUS DUTY: Teachers will be assigned to supervise bus duty only during regular contract hours unless an emergency occurs.

C. DETENTION MONITORING: Teachers shall not be assigned to monitor detentions assigned by the office.

D. SUBSTITUTES: Sincere effort will be made to employ a substitute for each absent certified teacher. Teachers shall be asked to substitute for colleagues only when unexpected circumstances prevent hiring a regular substitute. All substituting by regular staff shall be on a voluntarily rotating basis.

E. IN-SCHOOL SUBSTITUTE PAY: When an approved substitute is not available, bargaining unit employees shall be offered the opportunity to substitute prior to non-bargaining unit employees. At the high school building when an employee voluntarily assumes an absent teacher's instructional responsibilities or study hall duty during his/her conference/planning period or regular classroom teaching period, said teacher shall be compensated at the rate of $20 per period or fraction thereof. At the elementary building when an approved substitute is not

available for specialists in elementary school (this means art, music, physical education, science, computers) the responsibility of those students shall be assumed by the homeroom teacher at the rate of $20 per period or fraction thereof. Additionally, if a teacher voluntarily assumes the responsibility of another classroom, that teacher will be compensated $80 for the day or fraction thereof.

Compensation shall be paid using time sheets and payment shall be compensated on the next pay period following submission to the Treasurer's office.

F. TEACHING ASSIGNMENT LIMIT: No teacher, in grades 7-12, shall have an assignment with more than six (6) periods for the school day. If a teacher mutually agrees to be assigned more than six (6) periods, the teacher shall be compensated for the additional assignment, as per 6.03 E.

G. SCHEDULING (for the Bloomfield Bldg.): The school day shall consist of no more than ten (10) periods per day. No less than three (3) minutes between classes shall be provided.

H. SPECIAL SCHEDULING (for the High School Bldg.): Each year a plan will be developed by the BMEA to address two morning duty assignments at the high school. The plan shall allow first for volunteers. These assignments will be presented to the building principal no later than August 1st of each year. Should no volunteers be forthcoming, then the building principal shall assign teachers in three (3) week increments, with a maximum of six (6) weeks per year. During the volunteer/assigned block of time these assignments will adjust the volunteer/assigned teacher workday to 7:10 a.m. – 2:10 p.m. Assignments will be given to the teachers no later than the first teacher workday.

I. STUDENT SEMESTER: A semester class for students shall be taught every day of the semester providing ½ credit with the exception of health, physical education and chorus. Additional exceptions may be made upon mutual agreement.

6.04 CLASS SIZE

A. CLASS SIZE LIMITS: The Board agrees to establish and maintain the following limits:

1. (K) 25 Pupils per class: May increase up to a maximum of 30 pupils with the addition of an instructional aide, with no overload payment for each student over 26.

2. (1-6) 28 Pupils per class: May increase up to a maximum of 31 pupils with an overload payment for each student above 28 according to 6.04 B of this Article.

3. (7-12) 29 Pupils per class: May increase up to a maximum of 33 pupils with an overload payment for each student above 29 according to 6.04 C of this Article.

4. This provision shall not apply to band, chorus, P.E. (P.E. will not exceed 35 pupils) classes or study halls.

5. If class size as described herein is exceeded for any class by the (third) 3rd Friday of September, the class shall be divided.

6. All special education teachers shall be released from all duties for one (1) day during the second semester of each year of this Master Contract to write, re-write or re-evaluate IEP's. The release day shall be determined mutually by the Special Education teacher and her/his building principal.

B. OVERLOAD PAYMENT: Grades 1-6: self-contained teachers whose classes exceed 28 pupils shall be paid an overload payment of $125.00 per semester per student that causes the overload, providing all of the students calculated attended classes at least 60 days during that semester.

C. OVERLOAD PAYMENT: Grades 7-12: teachers whose classes exceed 29 pupils shall be paid an overload payment of $16.00 per semester per student that causes the overload, providing all of the students calculated attended classes at least 60 days during that semester. At no time may a class exceed 33 pupils, with the exception of P.E., band, chorus and study hall.

D. CLAIMING AN OVERLOAD PAYMENT: Teachers are responsible to turn in to their building principal, documentation showing proof of the overload, no later than ten working days after each semester. Class rosters, including attendance, will be necessary.

E. SPLIT CLASSES: Any teacher assigned a split class responsibility shall be issued a supplemental contract for $500.

F. SPECIAL EDUCATION/HANDICAPPED STUDENTS: The Board shall strive to maintain a minimum class size appropriate for those classes which include special education/handicapped students. Teachers shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting the number and assignment of special education/handicapped students. Such input shall be given every consideration by the administration.

G. SPECIALIZED HEALTH CARE PROCEDURES: In the absence of exigent circumstances, no teacher shall be required to administer medications, medical procedures, or other health or sanitary procedures.

H. IEP MEETINGS: All teachers who have students with an IEP, and said student is part of that teacher's responsibility, will be encouraged to express their concerns regarding these students. They may have input at the IEP meetings provided the meetings do not conflict with their classroom responsibilities.

I. TRAINING/STAFF DEVELOPMENT: The Board shall annually provide at least one (1) paid day of training and/or staff development programs for employees whose duties are by an IEP or impacted special needs student. These days shall be within the school day and shall not count toward professional development time.

6.05 MATERIALS AND SUPPLIES

The Board will make every reasonable attempt to supply adequate, basic, classroom supplies and equipment.

6.06 BUILDING ADVISORY COUNCIL

Each building will have its own Building Advisory Council which will meet monthly with the principal. A BMEA Building Representative will chair the committee and keep a record of decisions made by the council. At least two more teachers, selected by Association members in that building, will serve with the Building Representative.

6.07 STUDENT DISCIPLINE

The administration shall provide all support for teacher discipline of students permitted by law.

6.08 EMPLOYEE HEALTH AND SAFETY

The Board shall comply with the Ohio Public Employment Risk Reduction Standards, rules and orders adopted or issued pursuant to Revised Code 4167.

6.09 RESIDENT EDUCATOR PROGRAM

A. RESIDENT EDUCATOR PROGRAM: New bargaining unit members (newly hired teachers and other than rehired "retired" teachers) shall receive an orientation to practices and procedures within the District in a meeting conducted by the Treasurer immediately preceding the beginning of the

school year. During this meeting, such newly hired teachers shall receive the following materials:

1. Insurance information and sign up cards,

2. District staff handbook and discipline procedures,

3. Building policies and other relevant building information,

4. Student handbook,

5. Name and telephone number of their bargaining unit member mentor,

6. Pertinent payroll information.

B. RESIDENT EDUCATOR PROGRAM ESTABLISHMENT: The parties agree to establish a Resident Educator Program in accordance with the Ohio Department of Education Resident Educator Program Standards. The components of the Resident Educator Program will be locally controlled by School District Administrators. The purpose, participation in the Resident Educator Program and mentor qualifications will be in accordance with the Ohio Department of Education Resident Educator Program Standards.

C. MENTOR RESPONSIBILITY: The mentor shall assist the new bargaining unit member to understand the workings of the school district and for advice of a professional nature in carrying out his/her teaching responsibilities. The mentor shall meet monthly with the new bargaining unit member.

D. MENTOR EVALUATION PROCESS: The mentor/mentee relationship and/or evaluations shall be kept separate and apart from the evaluation process.

E. MENTOR WORKLOAD: Reasonable time, as determined jointly by the Administration and the mentor, shall be provided to complete required duties.

F. MENTOR RELEASE TIME: Mentors shall be provided adequate release time to attend committee meetings, necessary training and other requirements. Resident Educators shall have time throughout the school year to observe the mentor teacher to meet the needs of the program.

G. RESIDENT EDUCATOR RELEASE TIME: Resident Educators completing the Resident Educator Summative Assessment (RESA) shall be provided up to two (2) days of release time to complete RESA requirements.

H. REASSIGNMENT: The Resident Educators may appeal to the Administration for a change of mentor.

I. Mentors will be compensated $350.00 per mentored teacher for each year mentored.

6.10 DRUG AND ALCOHOL – FREE WORKPLACE

It is the policy of the Bloomfield-Mespo Board of Education to maintain a drug and alcohol free workplace.

A. PURPOSE

1. The Bloomfield-Mespo Board of Education maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health.

2. Consistent with the spirit and intent of this commitment, the Board expects employees to report for work in proper condition to perform their duties. One intent of this program is to prevent the use of or the possession of drugs and alcohol in the working environment or arrival at work with them in the employee's system. Use of these substances poses a serious threat to the health and safety of all employees.

3. This provision is intended to allow the Board to adopt a policy and implement a program that complies with the minimum requirements for the Bureau of Workers Compensation's Advanced Level Drug Free Workplace Program.

B. EMPLOYEE RESPONSIBILITIES

Under this program, employees are responsible for the following actions:

1. Avoiding the use of, and any involvement with, illegal drugs;

2. Avoiding the use of alcohol while at work and controlling off-the-job use of alcohol and other substances so as to ensure that such does not adversely affect safety, productivity or job performance;

3. Using medication or prescription drugs only in accordance with prescriptions and physician's directives;

4. Abiding by the terms of this program;

5. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying the Superintendent within five (5) calendar days of the conviction.

C. PROHIBITIONS:

1. Illegal drugs

No employee shall manufacture, distribute, dispense, possess, or use any illegal drug, alcohol, or any other illegal controlled substance while on duty, or on or about the District's premises, or at any District event (e.g., athletic contest, etc.)

2. Alcohol

The unauthorized use of or intoxication by alcohol by an employee while at work may be subject to disciplinary action. This does not attempt to regulate off-the-job alcohol use, except to the extent an employee comes to work under the influence of alcohol.

3. Discipline

Discipline implemented for violation of this policy shall be considered on a case-by-case basis and is subject to the terms of the Collective Bargaining Agreement and applicable State law.

D. DEFINITIONS

1. Illegal Drug

A controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drug" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by either State or Federal law.

2. Positive Test

A "positive test" for alcohol or an illegal drug means to have the presence of alcohol or an illegal drug in the employee's system, as determined by appropriate testing of urine that is equal to or greater than the levels specified in current Ohio Revised Code.

E. DRUG AND ALCOHOL TESTING

The following provisions are being established to ensure and maintain that the Bloomfield - Mespo School District is a drug-free workplace. There will

be testing of current employees pursuant to and in accord with the BWC Advanced Level Drug Free Workplace Program prohibiting employees working under the influence of illegal drugs or alcohol. The Board's policy will allow for testing under the following conditions:

1. Post-offer, pre-employment testing

   As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug and/or alcohol test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

2. Random Drug Testing

   All employees (certified, administrative and non-certified) shall be part of a "pool" subject to annual, random drug/alcohol testing by a State-approved, certified and licensed drug/alcohol testing company. Selection shall be made by the employee company using an established number system to identify each covered employee. Neither the Board nor the Administration shall participate in selecting employees for testing. Each employee selected shall be tested by split-sample methodology and shall report for testing within one (1) hour of notification. No more than fifteen percent (15%) of the employee pool shall be selected for random drug testing during any calendar year. Cost of the drug testing program contractor shall be borne by the Board.

3. Reasonable Suspicion "For Cause"

   The Administration may order a drug and/or alcohol test(s) immediately when there is reasonable suspicion that an employee at work is under the influence of drugs or alcohol.

   a. Drug or alcohol testing may be administered by the State-approved, certified and licensed drug/alcohol testing company or the Trumbull County Sherriff's personnel to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.

   b. Prior to the administration of an alcohol test and/or the collection of a urine specimen for drug testing, the employee will be interviewed by testing contractor personnel to determine if there may be any medications (over-the-counter or prescription) or other substances that may have been

inhaled, ingested or injected in the past two (2) weeks which could result in a positive test.

c. An incident in which an employee engages in conduct that clearly obstructs the testing process shall be treated as a positive test.

d. Testing will be done in accordance with an accredited procedure established by the provider of service in accord with recognized State standards.

4. Follow-Up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in the section of the Agreement. A negative "return-to-duty" test is required before the employee will be allowed to return to work. If the employee fails this test or refuses testing, such an event will constitute the grounds for termination of employment.

F. "POSITIVE TEST" RESULT

An employee whose confirmation alcohol or drug test is a "positive test" will be considered in violation of the of the Board's (Rules and Regulations). When a positive reading on the initial test is recorded, the confirmation test will be rerun.

A "positive test" for alcohol or an illegal drug means to have the presence of alcohol, and illegal drug and/or a drug metabolite in the employee's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified in the Ohio Administrative Code, Ohio Revised Code, United States Code and/or United States Department of Transportation Regulations.

"Illegal drug (or drug)" means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription of other uses authorized by law.

G. EMPLOYEE OPTIONS AFTER A "POSITIVE TEST"

Employees who "test positive" shall be subject to the following:

1. First Positive Test

   a. Voluntarily resign his/her employment with the Board; or

   b. Be placed on sick leave, if available, or a voluntary leave of absence, without pay, during which the employee must immediately enter a Board-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of the employee in a safe manner.

      Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the Board.

      An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

   c. In the event the employee refuses to exercise either of the options specified above in (a) or (b), the employee shall be subject to immediate discharge.

2. Second Positive Test

   If, within twenty-four (24) months of the First Positive Test, and employee “tests positive” for either alcohol or drugs, the employee shall immediately be placed on a ten (10) work day disciplinary suspension, without pay, during which a conference will be held with the employee and he/she shall be given the option at the end of such disciplinary suspension to either immediately:

   a. Voluntarily resign his/her employment with the Board; or

   b. Be placed on sick leave, if available, or a voluntary medical leave of absence, without pay, during which the employee must immediately enter a Board approved alcohol or drug treatment program. An employee exercising this option shall

remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the Board.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

c. In the event the employee refuses to exercise either of the options specified above in (a) or (b), the employee shall be subject to immediate discharge.

3. Third Positive Test

If, within twenty-four (24) months of the second positive test, and employee tests positive for either alcohol or drugs, the employee will be discharged.

H. EDUCATIONAL PROGRAMS PROVIDED

Employees will be provided an opportunity to be involved in a drug and alcohol-free awareness program to inform them of requirements, services and penalties.

I. PROCEDURE FOR ALCOHOL AND DRUG TESTING

1. Consent

No alcohol test will be administered, urine sample obtained or any drug test conducted on such sample without the written consent of the person being tested. (See Section F above). Employees have the right to a BMEA representative present prior to testing if requested by the employee.

2. Alcohol Testing

The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions.

3. Chain of Custody

Collection and shipment of all urine samples will follow strict chain of custody procedures.

4. Drug Testing

The obtaining of a urine sample for drug testing and the testing of such sample shall be conducted in accordance with procedures established by the facility administering the test, which procedures should assure that any samples test have been procured from the individual being tested.

5. Retention of Sample

All "positive test" samples will be frozen by the facility administering the test and retained for six (6) months.

6. Notification

All employees who test positive shall be so notified by the Board and given an opportunity to provide the Board with any reasons he/she may have which explain the positive test result. If the employee provides an explanation acceptable to the Board that the positive test result is due to factors other than the presence of alcohol or illegal drugs in the test specimen, the positive test result will be disregarded and all records of the test result destroyed and the employee will be retested.

7. Confidentiality

The identities of employees who have tested positive shall be limited to those persons having need to know, including a BMEA representative, if designated by the employee.

J. REFUSAL OF EMPLOYEE TO TAKE REQUIRED TEST

Any employee who refuses to take any test required under this Program, or who refuses to execute any required release or consent forms, will be subject to immediate dismissal.

K. CHILD ENDANGERMENT

This Article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty to or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this Article and shall waive rights under all applicable Articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.

L. EMPLOYEE ASSISTANCE

It is the District's intention to help any employee who has a substance abuse problem in situations where the individual seeks assistance. The District will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual. An employee who seeks assistance for a problem with drugs or alcohol prior to any infraction of this policy will not be subject to any adverse discipline taken for seeking such assistance.

This does not protect the employee from disciplinary action for violation of Section C, Prohibitions.

If you seek assistance for a problem with drugs or alcohol, contact the Superintendent about available counseling, rehabilitation, and employee assistance. An employee may also call, toll free, the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the Superintendent if you have any questions about employee assistance for a drug or alcohol problem.

ARTICLE VII

COMPENSATION

7.01 SALARY

A. BASE SALARY: The base salary for the 2024-2025, 2025-2026, and 2026-2027 school years shall be $35,000.

B. There shall be an annual signing bonus payable to all bargaining unit members payable each year of the agreement no later than the second pay period of September of each year of the agreement.

2024-2025 $400
2025-2026 $400
2026-2027 $400

C. All bargaining unit members newly hired shall be placed at Step 0 on the attached indexed salary schedule, Appendix C, unless experience dictates otherwise.

D. B.A. PLACEMENT: Employees with a bachelor's degree shall be paid on the B.A. column.

E. B.A. + 30 PLACEMENT: Employees with a bachelor's degree who have earned thirty (30) semester hours or 45 quarters hours or 90 Continuing Education Units (CEU's) or combination thereof after earning the bachelor's degree shall be placed on the 150 hours column. The earning of 150 semester hours or the equivalent thereof and a bachelor's degree shall also require placement on the 150-hour column. The hours may be graduate hours, undergraduate hours or a combination of both.

F. MASTERS PLACEMENT: Employees with a master's degree shall be paid on the M.A. column.

G. Masters + 15 PLACEMENT: Employees with a master's degree who have earned an additional fifteen (15) semester hours or equivalent quarter hours at an accredited university or college after earning the master's degree shall be placed on the MA+15 column.

H. FILING OF TRANSCRIPTS: Each member of the bargaining unit who has completed training which qualified 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 for the college or university certifying such.

The filing of the official transcripts are the sole responsibility of the members of the bargaining unit. The filing must be done by the fifth (5) of September or January. Members of the bargaining unit filing by the fifth of January will receive compensation based on the remaining contract days for the second semester.

I. SUPPLEMENTAL CONTRACTS

SUPPLEMENTAL PAY SCHEDULE: Each supplemental contract shall be paid the percentage of the teacher's base salary, step 0 of the teacher's salary schedule for the 2024-2025, 2025-2026, and 2026-2027 school years on the following supplemental contract schedule. Each person holding a supplemental contract shall be paid according to the following schedule based on years of experience in that supplemental position of the person holding that supplemental contract.

POSITION	YEARS: 0-2 STEP 0 of base	3-5 STEP 0 of base	6+ STEP 0 of base
VARSITY BASKETBALL	12.5	14.5	16.5
BASKETBALL COORDINATOR	4.5	5.5	6.5
J.V. BASKETBALL	8.5	9.5	10.5
JUNIOR HIGH BASKETBALL	6.5	7.5	8.5
BASEBALL	9.5	10.5	11.5
BASEBALL ASSISTANT	5.5	6.5	7.5
GIRLS' SOFTBALL	9.5	10.5	11.5
GIRLS' ASSISTANT SOFTBALL	5.5	6.5	7.5
HIGH SCHOOL TRACK	6.5	8.5	10.5
JUNIOR HIGH CHEERLEADERS	3.5	4.5	5.5
HIGH SCHOOL CHEERLEADERS*	5.5	7	8.5
BOWLING	5.5	6.5	7.5
HIGH SCHOOL ESPORT ADVISOR	4	5	6
JUNIOR HIGH ESPORT ADVISOR	3	4	5
YEARBOOK ADVISOR	4.5	5.5	6.5
ALL CLUBS	2.5	3	3.5
SENIOR CLASS ADVISOR	4.5	5.5	6.5
JUNIOR CLASS ADVISOR	4.5	5.5	6.5
JUNIOR HIGH ADVISOR	3.5	4.5	5.5
BAND & CHORUS ACTIVITIES	3.5	4.5	5.5
ELEMENTARY CHRISTMAS PROG.	1.5	2	2.5
MUSICAL DIRECTOR	5.5	6.5	7.5
NATIONAL HONOR SOCIETY	2.5	3	3.5
GOLF	4.5	5.5	6.5
VARSITY GIRLS VOLLEYBALL	9.5	10.5	11.5
J.V. GIRLS VOLLEYBALL	5.5	6.5	7.5
JR. HI GIRLS VOLLEYBALL	4.5	5.5	6.5
ELEMENTARY GRADE BASKETBALL – (2)	2.5	3.5	4.5
FACULTY MANAGER	5.5	6.5	7.5
ATHLETIC DIRECTOR	15.5	17.5	19.5
SENIOR HIGH PREP BOWL	2.5	3	3.5
JUNIOR HIGH PREP BOWL	1.5	2	2.5
SOCCER	9.5	10.5	11.5
SOCCER ASSISTANT	5.5	6.5	7.5
JUNIOR HIGH TRACK	4.5	5.5	6.5
HEAD TEACHER	8.5	10.5	12.5
DETENTION/AFTER SCHOOL MONITOR	1.5	2	2.5
SUMMER SCHOOL			
CROSS COUNTRY COACH	6.5	7.5	8.5
PUBLIC RELATIONS COORDINATOR	4.5	5.5	6.5
ART SHOW DIRECTOR	1	1.5	2
PLAY DIRECTOR (ONE ACT OR DRAMA)	3	4	5
ASSISTANT ATHLETIC DIRECTOR	$1,522.50		

*If have both Varsity and JV Cheerleading Advisor, revert to 3/2 split for positions.

2. OUTSIDE EXPERIENCE CREDIT: Teachers entering the system and/or assuming supplemental contract duties may be granted experience equal to that earned in another school system.

3. RELATED EXPERIENCE CREDIT: Bargaining unit experience shall be granted for related supplemental duties. For example, two years as a junior varsity coach would place the individual at the third year as a varsity coach; three years as a junior class sponsor would place the individual on the fourth year as a senior sponsor.

4. COMPENSATION FOR EACH SUPPLEMENTAL: Personnel shall be compensated for each supplemental position they hold.

5. FILLING OF SUPPLEMENTALS/SUPPLEMENTAL NON-RENEWAL: The Board reserves the right to fill or not fill any supplemental contract position based on interest and involvement of the student body. To award a supplemental contract for a club, there should be at least five (5) students. To award a supplemental contract for an athletic team there should be enough student interest to meet the minimum requirements to field the team. Whenever a supplemental contract position becomes vacant, the vacancy shall be posted with qualifications. Non-bargaining unit members holding supplemental positions may continue to hold those positions at the discretion of the Board. A qualified bargaining unit applicant will be hired before a non-bargaining unit member is hired. When more than one bargaining unit member applies for a vacant position, the Board will select the most qualified of the applicants.

6. TITLE I COORDINATOR/DIRECTOR: The position of Title One Coordinator/Director shall be excluded from the bargaining unit and will be filled at the discretion of the Board and shall be considered an administrator position.

7. ADMINISTRATOR POSITION TEACHING: An administrator may teach no more than two (2) teaching periods per day unless extended by mutual agreement.

8. SPECIAL EDUCATION TEACHERS: Special Education teachers may be paid up to 25 additional hours at the end of each year for duties beyond the regular school day/s. Payment would be at their respective daily rates divided by 7 hours per day and submitted on time sheets.

7.02 FRINGE BENEFITS:

A. HEALTH CARE BENEFITS: The Board shall provide for each member of the bargaining unit full hospitalization, surgical, and major medical benefits in accordance with the agreement between the Board and the Trumbull County Schools Insurance Consortium, (Consortium) for the duration of this contract. The following two (2) coverage options, each offered on four (4) tier rates, shall be offered as outlined below:

1. The first option, PPO-2023 shall be a physician/hospital PPO plan with prescription drug coverage as described in the document denoted Appendix I. Full time BMEA employees hired before July 1, 2008 will be required to pay a 5% premium contribution to be made each month for members utilizing this deduction. Employees hired after July 1, 2008 will be required to pay a 10% premium contribution to be made each month by payroll deduction for members utilizing this deduction. However, the premium contribution shall be no more than 15%.

2. The second option, HDHP-2023, is a qualified HDHP as described in the document denoted Appendix J and will require a 0% premium contribution to be made each month by payroll deduction for employees selecting this option.

3. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which authorizes the Board to withhold insurances on a pre-tax basis. Also included is an employee funded flexible spending account (FSA). The FSA includes a medical reimbursement option which allows an employee to contribute up to the IRS maximum annually and a dependent care option which allows an employee to contribute up to the IRS maximum annually. The Board will contribute in addition to the maximums to bargaining unit member's FSA Account for the remainder of this contract the following total amounts annually:

0 to 5 years service	$375
6 to 10 years of service	$625
11 to 15 years of service	$875
16 or more years of service	$1125

4. Eligible bargaining unit members selecting HDHP-2023 will receive health reimbursement accounts (HRA) with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

5. Prescription drug coverage is included with each plan and may not be chosen separately nor may the plan coverage be chosen without the accompanying drug coverage specified by the plan.

6. Spousal coverage under either alternative will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through their (spouse's) employer, in accordance with the Consortium's Benefits Statement Form parameters. Falsification of spousal coverage information shall be grounds for discipline including discharge.

7. Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district, will either obtain a single coverage policy from their respective districts or select family coverage from the district, where the employee with the earliest birth date in the calendar year is employed (i.e., the birthday rule).

8. Eligible bargaining unit members who chose to forego their right to coverage can receive an Opt Out Benefit in the amount of twelve percent (12%) of the annual premium costs of the most expensive PPO alternative for which they are eligible.

9. An eligible bargaining unit member that has declined the available coverages under this contract, who suffers a significant life change, (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from the two plan options for which they become eligible under the previous provisions of this section and in accord with the requirements of the insurer. Any opt out payments will be reduced proportionately to the time that coverage is extended and if an overpayment has occurred, the bargaining unit member will remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

10. If the Consortium develops health improvement programs and/or disease management programs as part of the health coverage package, eligible bargaining unit members will enroll in such programs.

11. Copies of the current plans and Consortium Benefits Statement will be added to the agreement as Appendices I and J.

12. Part-Time Employees. Part-time employees shall have their benefits prorated according to the amount of time actually worked. The contribution shall be paid by payroll deduction. (Part-time employees employed prior to July 1, 2013, will be grandfathered and not subject to this new provision requiring proration of benefits. Employees

employed before July 1, 2013, who have been laid off and then recalled into a part-time position will also be grandfathered.)

13. A four (4) tier Premium rating structure shall be in effect: single employee coverage, employee and spouse, employee and child(ren), and family coverage. Each bargaining unit member will submit the appropriate rating designation during the open enrollment period or in response to a major change recognized by the insurer as a catastrophic change, such as due to the death of a spouse, divorce, marriage, etc.

14. Insurance Committee. An Insurance Committee composed of no more than two (2) members appointed by the BMEA President and two (2) members appointed by the Superintendent will be formed and begin its activities at the start of the 2013-2014 school year. The Committee will review insurance costs, explore additions/modifications and provide timely information to BMEA members and the Board of Education. The Committee will meet no more than once each quarter at the request of the BMEA members.

B. DENTAL CARE: The Board shall pay 100% of the premium cost to provide a Dental Insurance Plan for all certified/licensed personnel. The maximum benefit for dental insurance per person each calendar year for Class I, II, and III services if $1,500. The lifetime maximum for orthodontic services per person is $2,000. Said Dental Insurance Coverage shall include the following examples of treatment:

Oral examinations, x-rays, fluoride treatments, cleaning of teeth, denture repair, emergency treatment, routine fillings, space maintainers, x-ray (periapical), laboratory examinations of hard oral tissue, amalgam filling for permanent tooth, gold foil filling (two surfaces), crown caps, root canal therapy, complete denture (upper and lower), bridgework, extractions, periodontics, orthodontic coverage, and gold and porcelain restorations.

C. VISION CARE: All full time members of the bargaining unit and their families shall be entitled to vision services benefits in accordance with the provisions of the Board and Vision Service Plan based upon a $20.00 deductible per examination on an annual basis.

Whenever a covered person chooses not to use the Vision Service Plan, he/she will be responsible to pay the cost differential. The Board may change carriers of the above-mentioned insurance program. Every effort will be made to keep the same coverage. However we reserve the right to make changes that will keep costs within our budget.

The Board shall pay 100% of the vision benefits premiums for full time employees for the duration of this contract. Less than full time certified

employees will be eligible for the same percentage of Board paid insurance as they are employed.

D. TERM LIFE INSURANCE: The Board shall provide all full time bargaining unit members with term life insurance with a face valuation of $50,000. Less than full time certified employees will be eligible for the same percentage of Board paid life insurance as they are employed.

The Board shall also offer through payroll deductions, the opportunity to purchase additional term life insurance at the group rate for bargaining unit members if available through the insurer. This sign up opportunity will be extended once each calendar year.

E. STATE TEACHERS RETIREMENT SYSTEM PICK-UP UTILIZING THE SALARY REDUCTION METHOD: The Bloomfield-Mespo Local Board of Education agrees with the Bloomfield-Mespo Education Association to a STRS "pick-up" utilizing the salary reduction method contribution to the STRS paid on behalf of the employees in the bargaining unit under the following terms and conditions and at no cost to the Board:

1. The amount to be "picked-up" on behalf of each employee shall be the employee's assessed percentage by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction (e.g. gross pay divided by the number of days in a teacher's contract.)

5. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

6. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or

other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

F. TAX SHELTERED ANNUITIES: The Board shall provide a reduction of salaries to all members of the bargaining unit who wish to participate in one of the Tax-Sheltered Annuity Programs currently established with the Bloomfield-Mespo Local Schools. An employee may enroll or withdraw by notifying the Treasurer fourteen days prior to the change. Any Insurance/Annuity that is not currently established must have at least two (2) employees enrolled before being recognized as an established agent with the Bloomfield-Mespo Local School District. The Treasurer shall forward all annuity deductions to the annuity carrier on the date the monies are withheld.

G. DEDUCTIONS FOR CREDIT UNION: Payroll deduction for Seven Seventeen Credit Union shall be provided by the Board for all certified teaching personnel who request such deductions.

H. FREE ADMISSION TO SCHOOL ACTIVITIES: All certified teaching personnel shall receive free admission to all school activities.

I. SEVERANCE PAY: Full-time certified employees may, with at least ten (10) years of service with the Bloomfield Mespo Local School District and retirement from a state retirement system, elect to be paid in cash for their accrued but unused sick leave credit. Such payment shall be based on the employee's daily regular rate of pay excluding any supplemental duty contracts at the time of separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. Such payment shall be made no later than thirty (30) calendar days after the official retirement date of the employee or later date requested by the employee.

Severance Pay Schedule based upon accrued sick leave:

50% of the first 60 days	30 days
20% of the days from 61-160 (100 days)	20 days
10% of the days over 160 (maximum of 140)	14 days

J. CAR ALLOWANCE

1. Teachers who are assigned to teach in more than one building within one workday shall be paid mileage for travel between locations.

2. Any teacher expected to attend professional educational workshops or conferences, excluding local or county meeting regularly attended by all staff members, shall be reimbursed for miles traveled.

3. Reimbursement shall be received for the use of private cars for school business authorized by the administration.

4. The rate of mileage reimbursement shall be per current IRS rate per mile. Teachers must file monthly mileage slips with the Treasurer which itemize the miles driven.

K. ATTENDANCE INCENTIVE: The Board will pay $125 per day for unused personal days up to the maximum of $500.

L. TUITION WAIVER: The Board will waive tuition, provided the certified staff member enrolls their children through the open enrollment options when applicable for the children of non-resident members of the bargaining unit who attend Bloomfield-Mespo Local schools as students and are between the ages of 5 and 19 or graduation. Children of certified staff will not be denied enrollment to Bloomfield-Mespo Local schools due to closing of certain grade levels due to open enrollment or the elimination of open enrollment.

M. COPY OF INSURANCE CONTRACT: The BMEA President shall be provided with a copy of each of the insurance contracts between the Board and any provider of insurance for members of the bargaining unit, any changes in the provider of any insurance program affecting bargaining unit members or on the renewal of any insurance contract between the Board and any insurance benefit provider for bargaining unit members. The Board shall provide the Association President with a copy of the new or renewed contract within 30 days.

N. INSURANCE WHILE ON LEAVE: Any bargaining unit member on an approved leave under the provisions of this contract or on the reduction in force list shall be entitled to maintain any or all of the insurance benefits offered by the Board to bargaining unit members by transmitting payment for the applicable insurance premiums to the Treasurer of the District by the 25th day of the preceding month for which the insurance benefits are wanted. The member shall pay no more than the amount of the premium paid by the Board for the same benefit coverage.

ARTICLE VIII

ABSENCE AND LEAVE

8.01 AUTHORIZED ABSENCE

Certified staff may be properly absent from duty as provided by this agreement and within the provisions of the law governing such absence, or as authorized by the Board or by the Superintendent. Partial or full compensation during a period of excused absence shall be paid within the limitations of the agreement and/or the laws governing such absences. Absence without pay may be authorized by the Board for reasons and with limitations provided in the ORC, this agreement, and Board policy.

8.02 NOTIFICATION IN CASE OF ABSENCE

A. Teachers assigned to the Bloomfield Building shall make every effort to call the designated person between 6 A.M. and 6:15 A.M. on the day of the absence or when possible, calls can be made prior to 11 P.M. the night before to report absences from work due to personal illness or an emergency illness in the family.

B. Teachers assigned to the Mespo building, shall make every effort to call the designated person between 6:15 A.M. and 6:30 A.M. on the day of absence, or when possible, calls can be made prior to 11:00 P.M. the night before to report absence from work due to personal illness or an emergency illness in the family.

C. If the teacher knows that he/she is not returning to work the next day, he/she shall call the building secretary by 2:00 P.M. so that the substitute can be retained.

D. Each teacher is responsible for having on file in the principal's office, an emergency substitute file. This information is to be placed on file by September 15th and January 30th of each year. The material should be appropriate for the students.

8.03 CERTIFICATE OF ABSENCE

Absences shall be recorded using a Board approved attendance reporting system.

8.04 CALAMITY DAY

A. In the event schools are closed because of weather conditions or mechanical problems, bargaining unit members are not expected to report to work. Every effort should be made to notify the staff by 6:15 A.M. When schools are closed early because of weather conditions or mechanical

problems, all bargaining unit members are to be dismissed within 20 minutes after the building has been secured and students have been dispatched from the buildings.

B. In the event schools are closed because of weather conditions or otherwise, to such extent that the minimum legally required school year can be met only by scheduling makeup days, these makeup days shall be designated by the Board as regular work days Monday through Friday, exclusive of holidays, without additional compensation. Makeup days may be scheduled on Saturday or Sunday only upon mutual agreement between the Association and the Board.

8.05 ABSENCE COVERED BY SICK LEAVE

A. ACCUMULATION: Each bargaining unit member shall be given fifteen (15) days sick leave each school year. Five days shall be made available to use annually on the first day of school with the balance being made available for use at the rate of one (1) day per month from September through June. There shall be an unlimited accumulation of unused sick days for each employee.

B. USE OF SICK LEAVE: Members shall be granted sick days for absence due to illness, injury, emergency dental care, physical disability, child birth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness or death in the member's immediate family.

1. "Immediate family" shall be defined as father, mother, sister, brother, spouse, children, step-parent, step-child, father/mother-in-law, grandparents, and grandchildren.

2. For the purpose of attending funerals utilizing sick leave, the immediate family shall include all those listed in B-1 as well as brother/sister-in-law, children-in-law, aunt, uncle or significant other.

3. If the Superintendent declares a 'calamity day' for the school while a teacher is on sick leave, the teacher shall not be charged with a sick leave day.

8.06 LEAVES OF ABSENCE

Members may, under conditions specified herein, be granted leaves of absence.

A. ILLNESS LEAVE: Any teacher shall be granted a leave of absence without pay for not more than two years because of personal illness or other disability as per ORC 3319.13.

1. The application for such leave shall be accompanied by a statement from the attending physician unless such statement is waived by the Superintendent.

2. While on leave, the employee may continue his/her hospitalization and other insurance benefits by paying the premiums that the Board pays for the same coverage to the Treasurer of the District by the 25th of the previous month.

3. An employee may request emergency short-term medical leave for a period not to exceed thirty work days, in which case all fringe benefits will be maintained by the Board. This leave will be granted only after all sick leave has been exhausted.

4. If a leave of absence is taken, it must be taken up until the end of the quarter. There must be written notification to the Treasurer 30 days prior to the end of the quarter with the teacher's intent to return. The teacher would then return the first day of the new quarter. This 30 day notice can be waived by the Superintendent. If a teacher is on leave during the last quarter of the school year, he/she must give written notice to the treasurer with his/her intent to return on or before April 1 for the following school year. If there is no written notice and the teachers' contract is not expiring, this would automatically extend the leave of absence until the end of the first quarter of the following school year. If the teacher is on a one-year contract, and there is no written notice, this would be considered a resignation for that teacher.

5. Upon return to service, the employee shall resume the position held prior to the leave or another position within his/her certification.

B. EXCHANGE TEACHER OR SERVICE LEAVE OF ABSENCE: The Board shall grant a leave of absence for up to two years without pay for a teacher who is accepted as an exchange teacher or in other service organization involvement pursuant to the Board's acceptance of rules governing such services established by the organization in which the teacher will serve. Upon return from such leave, the teacher will be placed on the salary schedule at the level he/she was on when the leave was granted and in the position held prior to the granting of the leave or another position within his/her certification.

C. DEPENDENT CARE LEAVE: A teacher shall be granted a leave of absence without pay for up to two years in order to care for an incapacitated member of his/her immediate family. A teacher who intends to return to work shall file an application for reinstatement at least thirty days before he/she expects to resume duties. This thirty day period may be waived by the Superintendent. While on leave, the employee may continue his/her

hospitalization and other insurance benefits by paying the premiums that the Board pays for the same coverage to the Treasurer of the District. Upon return to service, the employee shall resume the position held prior to the leave or another position within his/her certification.

D. PARENTAL LEAVE: A teacher who has become a parent through the birth of a child or adoption shall be granted parental leave without pay for up to two years. Application for parental leave should be made thirty (30) days prior to the beginning date of the leave, if possible.

1. While on leave, the employee shall not accumulate sick leave, but may continue the insurance fringe benefits by paying the premiums that the Board would pay for the same coverage to the Treasurer of the District by the 25th of the previous month.

2. The bargaining unit member shall resume the position held prior to the leave or another position within his/her certification.

3. If the teacher desires to return early from the leave, he/she shall notify the Superintendent in writing giving the date he/he wishes to return. The teacher shall return at the beginning of a grading period, unless an earlier return is approved by the Superintendent.

E. ASSAULT AND ON-THE-JOB INJURY LEAVE: Teaching personnel injured while performing school duties or by serious physical assault and/or battery while performing school duties shall be compensated at their regular rate of salary less the amount of workers' compensation received. The teacher shall not forfeit sick leave while he/she is on assault leave.

The assault and/or on-the-job injury leave shall be in effect only if the person so injured presents proper written proof to the Superintendent that he/she is under the care of a physician for such injury. The Board may ask that a physician approved by them also certify the existence of a disability and if possible the length of time the teacher will probably not be able to perform his/her duties.

Teachers so injured shall be granted leave of up to thirty (30) calendar days for assault injuries and seven (7) workdays for on the job injuries and this leave shall not be deducted from any other contractual leave. The Board may extend this if it deems necessary.

F. LEAVE OF ABSENCE WITHOUT PAY: Leaves of absence without pay may be granted by the Board, not to exceed five (5) school days in one school year. The request should be submitted to the Board at least three weeks in advance. No more than one certified employee may be granted a leave of absence without pay at one time.

The intent of this leave is to provide an opportunity for individuals to take advantage of a unique educational and/or professional experience, or because of a special family commitment (death or wedding, etc.)

This opportunity shall be limited to one leave of absence (maximum 5 days) per employee in a three year period.

8.07 OTHER LEAVES

A. PROFESSIONAL LEAVE AND REIMBURSEMENT

1. The Board shall provide substitutes for teachers who are approved to attend professional meetings (including clinic and state athletic tournaments) that are directly related to their field(s) of instruction and/or supplemental contracts (See Appendix E). Every effort will be made to supply substitutes for professional meetings.

   Information about professional meetings which comes to the administration, but which has significance for the classroom teacher or special services personnel will be shared with all who might be interested.

2. The Board will provide $825 per year for each teacher for attendance at: workshops, clinics, conferences, or college course work related to his/her field of instruction. All teachers must receive prior approval for this reimbursement.

   a. Reimbursement for workshops, clinics, conferences or college course work related to supplemental contracts may be approved at the discretion of the Board and shall not exceed $200. Only teachers with supplemental contracts will be considered for this professional leave.

   b. The Board will have the right to approve teachers who may be applying supplemental contracts for the subsequent school year for this reimbursement.

   c. Reimbursements shall be paid to the teacher within fifteen (15) business days of submission to the district treasurer.

3. Bargaining unit members requested or required by administration or programmatic guidelines to attend meetings as part of their assignments may be permitted to attend through authorization of the administration. In such cases, a form will be submitted for the administrations' approval prior to the meeting.

4. STIPEND FOR NATIONAL BOARD CERTIFICATION

All full-time regular teachers excluding retired or re-employed teachers who have earned National Board Certification shall receive a one-time stipend of $500 in addition to any other stipend paid by the State of Ohio.

B. PERSONAL LEAVE: The Board shall grant each certificated staff member four (4) leave days per year. These four days are unrestricted, and no reason need be given for their use.

1. Personal leave days are not accumulative. Unused personal days shall automatically be paid to staff members no later than the first pay of July. However, in lieu of payment, staff members who want to convert unused personal days to sick days July 1st of each year must notify the Treasurer's office in writing by the last student school day.

2. Personal leave forms will be recorded using a Board approved attendance reporting system.

3. Because of the difficulty of obtaining qualified substitutes, notice shall be given as early as possible.

4. Personal leave cannot be granted the day before or the day after a holiday except for a funeral or wedding commitment. The Superintendent may grant exceptions to this.

5. Personal leave can be used as an extension for sick leave with the approval of the Superintendent.

a. The teacher must have used all his/her sick leave to qualify for this conversion.

b. No more than 2 personal days may be used in this fashion per semester.

c. Conversion of any personal day to sick leave disqualifies a teacher from the attendance incentive.

6. The building principal may permit a teacher to be absent for less than one half (1/2) day when an emergency can be resolved without the teacher needing a whole day of personal leave.

C. JURY OR COURT REQUIRED SERVICE: A member who is chosen to fulfill his/her civic obligation by serving on jury duty or is subpoenaed by a state or federal court to appear as a witness shall receive the teacher's

regular per diem rate. The teacher will be granted leave from school which does not affect any other leaves to meet these responsibilities.

A teacher who is summoned to appear in court may be required to produce the court order or subpoena for the Superintendent's verification.

D. FIELD TRIP ASSIGNMENT: No bargaining unit member may be mandated to agree to a Field Trip outside of normal school hours. As part of a field trip or extra-curricular trip request form, all teachers who will be in attendance on the trip will be listed on the application form. (See Appendix G) Granting permission for the trip will include authorization for those teachers to be absent from the building.

E. SPECIAL ASSIGNMENT: Certified personnel who wish to attend local meetings as part of their job assignment and where there are no expenses to the Board including substitutes, shall be permitted to attend through authorization of the building principal. In such case, no form for professional leave is needed.

F. EXTENDED PERSONAL LEAVE: The Board shall grant to a member of the bargaining unit, upon written request, an extended leave of absence without pay for personal reasons for a period not to exceed one year. Written application for the leave must be made to the Superintendent thirty (30) days prior to the start of the leave. It is the responsibility of the teacher to notify the Superintendent by March 31 of his/her intent to return from an extended personal leave for the coming school year. Emergency leave without 30 days notification may be granted by the Board.

G. FAMILY AND MEDICAL LEAVE: The Board will comply with the Family and Medical Leave Act of 1993 and its implementing regulations.

ARTICLE IX

GRIEVANCE PROCEDURE

9.01 DEFINITIONS

A. GRIEVANCE DEFINED: A grievance is defined as any complaint involving an alleged misinterpretation, misapplication or violation of this agreement.

B. GRIEVANT DEFINED: A grievant is a member of the bargaining unit who has a grievance or the BMEA on behalf of the membership. The Association shall not file a grievance on behalf of a member without their consent. Failure to file a grievance does not constitute acceptance of the situation as a past practice.

C. DAYS DEFINED: "Days" shall mean calendar days. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures however, the time limits may be extended by mutual agreement of both parties. A grievance may be withdrawn at any level without prejudice.

9.02 PURPOSE

The Board and the Association agree that reconciling and disposing of any grievance as expeditiously as possible serves the best interests of the school system.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. These proceedings shall be kept as confidential as may be appropriate at all levels.

9.03 RIGHTS OF THE GRIEVANT

The grievant(s) may be represented at all stages of the grievance procedure by any person of his own choosing. The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file, nor shall such fact be used in any recommendation for employment, nor shall any participant in the grievance procedure be placed in jeopardy or be the subject of reprisal or discrimination for having participated in the processing of any grievance.

A. ASSOCIATION GRIEVANCE: If a grievance affects a group of bargaining unit members, the BMEA may submit a group grievance on their behalf. One (1) member of the group grievance shall serve as the representative of all parties to the grievance.

B. OFFICIAL GRIEVANCE FILE: The official file of materials pertaining to the grievance shall be established by the Superintendent upon final resolution of the grievance.

C. PROTECTION OF INDIVIDUAL RIGHTS: Nothing in this grievance procedure shall be construed to deny the individual any right to legal advice and/or legal counsel.

D. TIME LIMITS: If the time limits for hearing or answering a grievance are not followed at any level by the administration, the aggrieved may proceed to the next level. If time limits are not followed at any level by the grievant, the grievance may be considered terminated.

9.04 RIGHTS OF THE ASSOCIATION

The BMEA through the Association President or designee shall have the right to participate in and attend all levels and steps of any grievance brought to the Administration. A grievance is defined as any complaint involving an alleged misinterpretation, misapplication or violation of this contract, including Article V, Teacher Appraisal System.

9.05 STEPS

A. INFORMAL LEVEL: The grievant, building principal, and BMEA Representative (if grievant so desires) shall meet to informally discuss the nature and terms of a possible grievance within twenty (20) days of the date he/she knew or should have known of the act or occurrence upon which the potential grievance will be based. The BMEA Representative may be designated as spokesperson for the grievant during this informal meeting.

B. LEVEL I—FORMAL—PRINCIPAL: If the matter is not resolved at the informal level, the grievant shall present his/her written grievance (see Appendix G) directly to the building principal within ten (10) days after the informal discussion. Within ten (10) days of receipt of the written grievance the principal and the grievant shall hold a meeting to discuss the grievance. The principal shall provide a written answer to the grievant within five (5) days of the meeting.

C. LEVEL II—SUPERINTENDENT: If the matter is not resolved to the grievant's satisfaction, he/she must present the written grievance to the Superintendent within ten (10) days after receipt of the building principal's written answer. Within ten (10) days of receipt of the written grievance, the Superintendent and the grievant with Association representation shall hold a meeting to discuss the grievance. The Superintendent shall provide a written answer to the grievant within five (5) days of the meeting. The grievant has 5 days to respond in writing to the Superintendent as to his/her decision to continue or cancel the grievance. Failure to do so will automatically cancel the grievance.

D. LEVEL III—BOARD: If the matter is not resolved to the grievant's satisfaction, the grievant shall fill out the next part of the grievance form and submit it to the president of the Board of Education by certified mail. Written notification of such an appeal shall be submitted to the Superintendent, principal and the BMEA. The Board, at its next regularly scheduled meeting or in an earlier Special Board meeting in executive session following the filing of the appeal with the president of the Board, shall meet with the grievant with Association representation and the Superintendent to review the grievance(s). The decision of the Board shall be made to the grievant by written letter within ten (10) days of the meeting. Copies of the letter shall be sent to the principal, the BMEA and the Superintendent. The

grievant has 5 days to respond in writing to the Superintendent as to his/her decision to continue or cancel the grievance. Failure to do so will automatically cancel the grievance.

E. LEVEL IV—MEDIATION:

Before any grievance goes to binding arbitration the parties agree to try one last time to settle the specific dispute in good faith by mediation. Such mediation would be administered by the American Arbitration Association under its available mediation procedures before resorting to binding arbitration, litigation, or some other dispute resolution procedure.

F. LEVEL V—ARBITRATION: If the matter is not resolved to the Association's satisfaction, the grievance(s) may be submitted for arbitration by notification in writing to the Treasurer of the Board of Education within ten (10) days after notification of the Board's decision. The selection of an arbitrator and rules and regulations of the proceedings shall be according to the American Arbitration Association voluntary policies and procedures. The arbitrator shall hold the necessary hearing promptly and issue the decision(s) within the time set forth in the rules and regulations of the American Arbitration Association. The arbitrator shall have no power or authority to subtract from, add to, or in any manner alter the specific terms of this agreement or make any award requiring the commission of any act prohibited by law or that violates any of the terms and conditions of this agreement. The grievant has 5 days to respond in writing to the Superintendent as to his/her decision to continue or cancel the grievance. Failure to do so will automatically cancel the grievance.

1. The decision(s) of the arbitrator shall be binding upon the teacher, the Association, and the Board of Education but does not deny any party the right to legal appeal.

2. The cost of the arbitrator and his/her expenses related to the arbitration and the hearing room shall be shared equally by both parties. Each party's expenses related to participation in the arbitration shall be the responsibility of the respective party(s).

ARTICLE X

DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE

10.01 If bargaining unit members covered by this contract are transferred to another or new school district during the term of this contract, the employer agrees that prior

to any such transfer, every attempt will be made to ensure this contract will be honored.

A. If the successor employer already recognizes a union which is an affiliate of the OEA, then the transferred employees will be considered to be added to the existing bargaining unit; however, such transferred employees will enjoy the rights, protection, benefits and salaries/wages of the contract providing greater rights, protection, benefits and salaries/wages for them until such time a new contract is reached between the union and the successor employer. The union affiliated with the OEA will review both contracts and determine, provision by provision, which provision of which contract will be the provision covering the transferred employees. If, during its term, a contract contains a provision for any increase in protection, benefits and/or salary/wages, that provision shall govern the transferred employees.

B. If the successor employer recognizes a union which is not an affiliate of the OEA, the successor employer will refer the matter of representation to the State Employment Relations Board.

C. If the successor employer does not recognize a union, such successor employer shall voluntarily agree to recognize the union affiliated with the OEA upon receipt of a “Request for Voluntary Recognition”. In the interim, the successor employer will honor the contract of the transferred employees until such time as a new contract is reached covering all members of the bargaining unit.

D. Where both employers recognize affiliates of the OEA and not withstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the first day worked in such a position.

If one of the employers does not recognize a union, the seniority provision of this contract shall govern the credited seniority of all employees employed by the successor employer as bargaining unit members.

E. The new district consolidation, jurisdictional change or territorial transfer shall in no way diminish the individual contractual status, service credit for salary placement, or any other statutory entitlement that would have accrued to an employee had the district consolidation, change or transfer not occurred.

Any transferring employee shall have his/her previous district service combined with the newly created district service, and it shall be considered “continuous service” for retirement benefits and any other statutory or contractual benefits which require continuous service.

ARTICLE XI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC):

The LPDC will meet as deemed necessary. A minimum of five (5) meeting dates will be identified in each school year for the committee to perform its duties. If five meetings are not necessary in order for the LPDC to perform its business, a meeting or meetings may be cancelled. These meetings, which will include identified training, will be conducted before or after school, outside of the school day. If time in addition to these five days is needed in order for the LPDC to effectively and efficiently conclude its work, time will be scheduled beyond the workday, and all LPDC members will be compensated at an approved rate of 2% of base for the year. The agenda for the meeting will be distributed in advance of the meeting. LPDC members will be reimbursed for all actual and necessary expenses incurred as part of the training.

(The remainder of this page intentionally left blank.)

NEGOTIATION TEAM MEMBERS

BOARD OF EDUCATION

6/12/24
President

6/12/24
Superintendent

6/12/24
Treasurer

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

BMEA

6/14/24
President

6/14/24
Negotiating Team Member

6/14/24
Negotiating Team Member

6/14/24
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

6/20/24
Labor Relations Consultant

APPENEDIX A

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

REQUEST FOR SUPPLEMENTAL PAY

Name _____ Date _____

I have completed my supplemental duties as _____

_____ and am requesting payment along with my next regular pay.

_____
(Signature)

ENDORSEMENT

I certify that _____ has fulfilled all of his/her
(Supplemental holder's name)

responsibilities and can therefore be paid.

_____
(Administrator's signature)

APPENDIX B

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

APPRAISAL RECORD

GUIDANCE COUNSELOR

Guidance Counselor _____
Building _____
Appraiser _____

At the left of each item, the appraiser is to write **E**ffective, **S**atisfactory or **N**eeds Improvement. - No item shall be left blank. Comments may be continued on the back.

A. **PROFESSIONAL CHARACTERISTICS**

____ 1. Accepts and meets professional responsibilities including keeping up-to-date on records and reports.

____ 2. Shows respect for administrative policies and decisions.

____ 3. Abides by approved Board policy.

____ 4. Demonstrates willingness to examine professional effectiveness and seek new methods where necessary.

____ 5. Evidences poise, tact, and cooperation in relations with school/community members.

Appraiser's Comments:

Counselor's Comments:

B. PROFESSIONAL COMPETENCIES

____ 1. Uses guidance resources effectively.

____ 2. Uses effective counseling techniques.

____ 3. Makes referrals when necessary.

____ 4. Manages guidance services efficiently (records, scheduling, materials, appointments)

Appraiser's Comments:

Counselor's Comments:

C. Overall Rating: ___ Effective ___ Satisfactory ___ Needs Improvement

_____ _____
Appraiser's signature Counselor's signature

_____ _____
Date Date

Counselor's signature indicates that a conference was held and not necessarily that there is agreement on the appraisal report.

This Appraisal Record will be filed in the Superintendent's office five (5) school days after the conference is held. The counselor may use these five days to make comments.

_____ _____
Date Filed Name

Additional comment sheets are attached: ____ Yes ____ No

APPENDIX C
BLOOMFIELD-MESPO LOCAL SCHOOLS

Salary Schedule 2024-2025, 2025-2026, 2026-2027

BASE SALARY – (BA STEP 0) $35,000

EXP	BA	BA/150	MA	MA/15
0	35,000	36,330	38,325	40,600
	1.000	1.038	1.095	1.160
1	36,330	37,835	40,005	42,455
	1.038	1.081	1.143	1.213
2	37,660	39,340	41,685	44,310
	1.076	1.124	1.191	1.266
3	38,990	40,845	43,365	46,165
	1.114	1.167	1.239	1.319
4	40,320	42,350	45,045	48,020
	1.152	1.210	1.287	1.372
5	41,650	43,855	46,725	49,875
	1.190	1.253	1.335	1.425
6	42,980	45,360	48,405	51,730
	1.228	1.296	1.383	1.478
7	44,310	46,865	50,085	53,585
	1.266	1.339	1.431	1.531
8	45,640	48,370	51,765	55,440
	1.304	1.382	1.479	1.584
9	46,970	49,875	53,445	57,295
	1.342	1.425	1.527	1.637
10	48,300	51,380	55,125	59,150
	1.380	1.468	1.575	1.690
11	49,630	52,885	56,805	61,005
	1.418	1.511	1.623	1.743
12	50,960	54,390	58,485	62,860
	1.456	1.554	1.671	1.796
13	52,290	55,895	60,165	64,715
	1.494	1.597	1.719	1.849
14	53,620	57,400	61,845	66,570
	1.532	1.640	1.767	1.902
15	54,950	58,905	63,525	68,425
	1.570	1.683	1.815	1.955
16	56,280	60,410	65,205	70,280
	1.608	1.726	1.863	2.008
17	57,610	61,915	66,885	72,135
	1.646	1.769	1.911	2.061
20	58,940	63,420	68,565	73,990
	1.684	1.812	1.959	2.114
25	60,270	64,925	70,245	75,845
	1.722	1.855	2.007	2.167
30	61,600	66,430	71,925	77,700
	1.760	1.898	2.055	2.220

APPENDIX D

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

STATEMENT OF ABSENCE

Employee Name _____ Date _____

Please check and fill out the appropriate information where required and sign below the appropriate portion.

SICK LEAVE

DATE(S) OF LEAVE: _____

1) Personal Illness/Injury _____

2) Illness/Injury in immediate family _____

Name of family member_____

3) Death in immediate family _____

Name and relationship _____

4) Communicable Disease _____
(ORC 3313.711 Physician's statement of recovery)

5) Medical attention required _____
(ORC 3319.141)

Name and Address of Physician: _____
_____
_____

The undersigned says that in making application for the use of sick leave as provided in ORC 3319.141 that the use of such sick leave is justified for the above reason(s).

_____
SIGNATURE OF EMPLOYEE

APPENDIX E

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

PROFESSIONAL LEAVE OR TUITION REQUEST

SCHOOL _____ DATE _____

NAME _____

Please fill out this request in duplicate. Submit both to the Superintendent for approval. One approved copy will be filed in the Treasurer's office.

Approval for professional leave at Board expense indicates that when you return, all documented expenses for which the Board is liable are to be turned in to the Superintendent for requisition process. Reimbursement will be based on the current agreement.

NAME OF CONFERENCE/COLLEGE _____

DATE(S) OF LEAVE OR SEMESTER _____

LOCATION OF CONFERENCE/COURSE(S) _____

EXPENSE APPLIED FOR – COMPLETE FORM K FOR REIMBURSEMENT

_____ _____

PRINCIPAL SIGNATURE SUPERINTENDENT SIGNATURE

Copies to:

Superintendent _____ Substitute _____

Treasurer _____ Assigned

Bldg. Principal _____

Sub. Assignor _____

Other

_____

Revised 10/89

APPENDIX F
BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

PERMISSION FOR FIELD TRIP FORM

THIS FORM SHALL BE TURNED IN TO THE PRINCIPAL AT LEAST 10 DAYS PRIOR TO TRIP.

TEACHER _____ DATE _____ GRADE(S) _____

DESTINATION _____

DATE OF TRIP/TIME OF DEPARTURE FROM SCHOOL/RETURN TO SCHOOL
_____

PURPOSE _____

RELATION TO CURRICULUM _____

MEANS OF TRANSPORTATION _____

COST PER PUPIL _____ PAID FOR BY _____

PRINCIPAL DATE TEACHER DATE

BUS DRIVER ASSIGNED _____ CONTACTED _____
DATE

SPECIAL INSTRUCTIONS/DIRECTIONS FOR BUS DRIVER:

APPROVAL OF SUPERINTENDENT _____ DATE _____

DRIVER'S REPORT
Number of miles traveled _____ Gallons of Gas _____
Number of Hours _____

This application shall be made in triplicate by the Principal.

cc: Superintendent
Principal
Bus Driver

APPENDIX G

BLOOMFIELD-MESPO EDUCATION ASSOCIATION

GRIEVANCE FORM

Grievant _____ Date of Level I Meeting _____

Grievant's Address _____

Grievant's Home Phone _____

Building _____ Principal _____

Statement of Grievance (cite section of contract allegedly violated.)

_____

_____

Remedy: _____

_____

_____

_____

_____

Grievant's Signature _____

Date _____

Level II – Hearing Date _____

Superintendent's Decision:

_____

_____

_____

_____
Superintendent's Signature

_____
Date

Grievant's Response:

( ) I accept the above decision.

( ) I do not accept the above decision and hereby request that the grievance proceed to the next level.

_____
Grievant's Signature Date

Level III – Hearing date _____

Board of Education's Decision:

_____
_____
_____
_____
_____

_____
President of the Board's Signature

Date _____

( ) I accept the above decision
( ) I do not accept the above decision and hereby request that the grievance proceed to the next level.

_____ _____
Grievant's signature Date

APPENDIX H

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
PROFESSIONAL EXPENSES

School Year _____

Name _____ Date completed _____

Date(s) of Leave _____ Name of Sub Assigned _____

Maximum Allowed……..……...$650.00

Substitute Costs: _____

	Check No	Amount
Registration Fees:	_____	_____
Meeting/Mileage:	_____	_____
Tuition:	_____	_____
Other Expenses: itemized receipt over (List) $15.00 dollar amount	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

Total Expenses ($)

Balance Available----------
-

APPENDIX I

Your summary of benefits

Anthem

Trumbull County Schools Insurance Benefits Consortium

Anthem® Blue Cross and Blue Shield

Your Plan: Anthem Blue Access PPO - $450

Your Network: Blue Access

Effective: January 1, 2023

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$450 person / $900 family	$900 person / $1,800 family
Out-of-Pocket Limit	$2,500 person / $5,000 family	$5,000 person / $10,000 family
The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.		
Preventive Care / Screening / Immunization	No charge	35% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Specialist Care Visit	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Other Practitioner Visits:		
Retail Health Clinic	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Preferred On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Other Participating Provider On-line Visit *includes Mental/Behavioral Health and Substance Abuse*	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Manipulation Therapy *Coverage is limited to 60 visits per benefit period.* *Limit combined with Physical Therapy*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Chemo/Radiation Therapy - Performed by a Primary Care Physician	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Chemo/Radiation Therapy – Performed by a Specialist	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Dialysis/Hemodialysis	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met
X-Ray:		
Office	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Advanced Diagnostic Imaging:		
Office	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Emergency Room Facility Services *Copay waived if admitted.*	$250 copay per visit and 15% coinsurance deductible does not apply	Covered as In-Network
Emergency Room Doctor and Other Services	15% coinsurance after deductible is met	Covered as In-Network
Ambulance	15% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	$20 copay per visit deductible does not apply	35% coinsurance after deductible is met
Facility Visit:		
Facility **Fees**	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Doctor Services	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services:		
Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees *Coverage for Inpatient Rehabilitation Facility) and Skilled Nursing is limited to 180 days combined per benefit period.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Doctor and other services	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Recovery & Rehabilitation		
Home Health Care & Private Duty Nursing *Coverage is limited to 180 visits per benefit period. Limits are combined for all home health services.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Rehabilitation services:		
Office *Coverage for Occupational Therapy is limited to 25 visits per benefit period. Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 25 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy is limited to 25 visits per benefit period. Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 25 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Cardiac rehabilitation		
Office	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Outpatient Hospital	15% coinsurance after deductible is met	35% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Skilled Nursing Care (facility) *Coverage for Skilled Nursing and Inpatient Rehabilitation facility is limited to 180 days combined per benefit period.*	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Hospice	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Durable Medical Equipment	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Prosthetic Devices	15% coinsurance after deductible is met	35% coinsurance after deductible is met
Prescription Drug Benefits Carved Out		

Your summary of benefits

Anthem

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are not separate and do not accumulate toward each other.
- * Your cost share may be reduced when services are provided in a PCP's office.
- If you have receive Urgent Care at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services" which is generally coinsurance or coinsurance after your deductible is met.
- Benefit Period: Calendar Year

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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APPENDIX J

Your summary of benefits

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Trumbull County Schools Insurance Benefits Consortium

Anthem® Blue Cross and Blue Shield

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

Effective: January 1, 2021

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$1,500 person / $3,000 family	$3,000 person / $6,000 family
Out-of-Pocket Limit	$3,000 person / $6,000 family	$6,000 person / $12,000 family
The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.		
Preventive Care / Screening / Immunization	No charge	40% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Specialist Care Visit	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Other Practitioner Visits:		
Retail Health Clinic	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Preferred On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Other Participating Provider On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy *Coverage is limited to 60 visits per benefit period.* *Limit combined with Physical Therapy*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Chemo/Radiation Therapy - Performed by a Primary Care Physician	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Chemo/Radiation Therapy – Performed by a Specialist	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Dialysis/Hemodialysis	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
X-Ray:		
Office	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Emergency Room Facility Services	20% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	20% coinsurance after deductible is met	Covered as In-Network
Ambulance	20% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Facility Visit:		
Facility **Fees**	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees *Coverage for Inpatient Rehabilitation Facility) and Skilled Nursing is limited to 180 days combined per benefit period.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Doctor and other services	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Recovery & Rehabilitation		
Home Health Care & Private Duty Nursing *Coverage is limited to 180 visits per benefit period. Limits are combined for all home health services.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Rehabilitation services:		
Office *Coverage for Occupational Therapy is limited to 25 visits per benefit period, Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 25 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy is limited to 25 visits per benefit period, Physical Therapy is limited to 60 visits per benefit period and Speech Therapy is limited to 25 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Cardiac rehabilitation		
Office	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Skilled Nursing Care (facility) *Coverage for Skilled Nursing and Inpatient Rehabilitation facility is limited to 180 days combined per benefit period.*	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospice	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Durable Medical Equipment	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Prosthetic Devices	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Prescription Drug Benefits Carved Out		

Your summary of benefits

Anthem

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do accumulate toward each other.
- Benefit Period: Calendar Year

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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Index

ABSENCE AND LEAVE	42
ABSENCE COVERED BY SICK LEAVE	43
ADMINISTRATOR POSITION TEACHING	35
AGENCY FEE	1
AGREEMENT	7
APPRAISAL RECORD-GUIDANCE COUNSELOR	56
ASSAULT AND ON-THE-JOB INJURY LEAVE	45
ASSIGNMENTS	10
ASSOCIATION REPRESENTATION	3
ASSOCIATION RIGHTS	2
ATTENDANCE INCENTIVE	41
ATTRITION	13
AUTHORIZED ABSENCE	42
BASE SALARY	32
BOARD AGENDA AND MINUTES	3
BOARD POLICIES	3
BUILDING ADVISORY COUNCIL	23
BUS DUTY	20
CALAMITY DAY	42
CAR ALLOWANCE	41
CAUCUS	6
CERTIFICATE OF ABSENCE	42
CHANGES TO ASSIGNMENTS	10
CHILD ENDANGEMENT	32
CLAIMING AN OVERLOAD PAYMENT	22
CLASS SIZE	21
CLASS SIZE LIMITS	21
COMMUNICATION VIA EMAIL	20
COMMUNICATIONS TO MEMBERS	7
COMPENSATION	32
CONTINUING CONTRACTS	9
CONTRACT	8
CONTRACT DISTRIBUTION	7
CONTRACT PRINTING	7
CONTRACT RATIFICATION	7
CONTRARY TO LAW	8
COPY OF INSURANCE CONTRACT	41
CORRECTIVE PLAN	16
CRITERIA FOR RETENTION/SUSPENSION	12
DAYS DEFINED	6
DEDUCTIONS FOR CREDIT UNION	40
DENTAL CARE	38
DEPENDENT CARE LEAVE	44
DETENTION MONITORING	20
DIRECT DEPOSIT NOTICE	4
DIRECT DEPOSIT REQUIREMENT	4
DIRECTING REQUESTS	5
DISAGREEMENT	7
DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE	51
DRUG & ALCOHOL TESTING	26
DRUG & ALCOHOL-FREE WORKPLACE	25

DRUG & ALCOHOL-FREE WORKPLACE - DEFINITIONS 26
DRUG & ALCOHOL-FREE WORKPLACE - EDUCATIONAL PROGRAMS PROVIDED 30
DRUG & ALCOHOL-FREE WORKPLACE - EMPLOYEE RESPONSIBILITIES 25
DRUG & ALCOHOL-FREE WORKPLACE - FOLLOW-UP TESTING AFTER RETURN-TO-DUTY FROM ASSESSMENT OF TREATMENT 28
DRUG & ALCOHOL-FREE WORKPLACE - OPTIONS AFTER A “POSITIVE TEST” 28
DRUG & ALCOHOL-FREE WORKPLACE - POSITIVE TEST RESULT 28
DRUG & ALCOHOL-FREE WORKPLACE - POST OFFER, PRE-EMPLOYMENT TESTING 27
DRUG & ALCOHOL-FREE WORKPLACE - PROHIBITIONS 26
DRUG & ALCOHOL-FREE WORKPLACE - PURPOSE 25
DRUG & ALCOHOL-FREE WORKPLACE - RANDOM DRUG TESTING 27
DRUG & ALCOHOL-FREE WORKPLACE - REFUSAL TO TEST 31
DRUG & ALCOHOL-FREE WORKPLACE - RESONABLE SUSPICION FOR CAUSE 27
DRUG & ALCOHOL-FREE WORKPLACE - TESTING PROCEDURE 30
DUE PROCESS RIGHTS 15
DURATION OF CONTRACT 8
EARLY REQUEST FOR NEGOTIATIONS 5
EMPLOYEE ASSISTANCE 32
EMPLOYEE HEALTH AND SAFETY 23
EXCHANGE OF PROPOSALS 5
EXCHANGE TEACHER OR SERVICE LEAVE OF ABSENCE 44
EXTENDED PERSONAL LEAVE 48
FACILITIES AND EQUIPMENT 2
FAIR DISMISSAL 16
FAIR DISMISSAL - PRINCIPLES 16
FAIR DISMISSAL PROCEDURES 16
FAMILY AND MEDICAL LEAVE 48
FEDERAL MEDIATION AND CONCILIATION SERVICES (FMCS) 7
FIELD TRIP ASSIGNMENT 48
FILING AND MAINTENANCE OF CERTIFICATES 10
FILING OF TRANSCRIPTS 33
FORMAL REPRIMAND OR DISCIPLINE OF A TEACHER BY AN ADMINISTRATOR 16
FREE ADMISSION TO SCHOOL ACTIVITIES 40
FRINGE BENEFITS 36
GRIEVANCE - ASSOCIATION GRIEVANCE 49
GRIEVANCE - DEFINITIONS 48
GRIEVANCE - OFFICIAL GRIEVANCE FILE 49
GRIEVANCE - PROTECTION OF INDIVIDUAL RIGHTS 49
GRIEVANCE - PURPOSE OF GRIEVANCE PROCESS 49
GRIEVANCE - RIGHTS OF THE ASSOCIATION 50
GRIEVANCE - RIGHTS OF THE GRIEVANT 49
GRIEVANCE - TIME LIMITS 49
GRIEVANCE FORM 62
GRIEVANCE PROCEDURE 48
GRIEVANCE STEPS 50
GRIEVANCE STEPS - INFORMAL LEVEL 50
GRIEVANCE STEPS - LEVEL I—FORMAL—PRINCIPAL 50
GRIEVANCE STEPS - LEVEL III—BOARD 50
GRIEVANCE STEPS - LEVEL II—SUPERINTENDENT 50
GRIEVANCE STEPS - LEVEL IV—MEDIATION 51
GRIEVANCE STEPS - LEVEL V—ARBITRATION 51
HDHP - 2023 SUMMARY OF BENEFITS 71
HEALTH CARE BENEFITS 36
IEP MEETINGS 23
ILLNESS LEAVE 43
INDIVIDUAL TEACHING AND SUPPLEMENTAL CONTRACTS 8

IN-SCHOOL SUBSTITUTE PAY 20
INSURANCE WHILE ON LEAVE 41
INTERVIEW REQUIREMENT FOR VACANCIES 12
INVOLUNTARY TRANSFER AND ASSIGNMENT 11
JURY OR COURT REQUIRED SERVICE 47
LABOR-MANAGEMENT COMMITTEE 4
LEAVE OF ABSENCE WITHOUT PAY 45
LEAVES - OTHER 46
LEAVES OF ABSENCE 43
LENGTH OF SESSIONS 6
LIMITED CONTRACTS 8
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) 53
MANAGEMENT RIGHTS 2
MATERIALS AND SUPPLIES 23
MEDIATION 6
MEETINGS 18
MEETINGS - PRIOR NOTICE FOR 18
MENTOR EVALUATION PROCESS 24
MENTOR RELEASE TIME 24
MENTOR RESPONSIBILITY 24
MENTOR WORKLOAD 24
MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE 7
NEGOTIATING TEAM 5
NEGOTIATIONS MEETINGS 5, 6
NEGOTIATIONS PROCEDURES 5
NEGOTIATIONS TIME LIMITS 6
NO REPRISALS 2
NON-RENEWAL/LIMITED CONTRACT TEACHERS OF TWO (2) YEARS OR FEWER 17
NOTIFICATION IN CASE OF ABSENCE 42
NOTIFICATION OF ASSIGNMENTS 10
OTES COMMITTEE 14
OVERLOAD PAYMENT GRADES 1 - 6 22
OVERLOAD PAYMENT GRADES 7 - 12 22
PARENTAL LEAVE 45
PARENT-TEACHER CONFERENCES 18
PAY DATES 4
PAYROLL DEDUCTION 3
PAYROLL PRACTICES 4
PERMISSION FOR FIELD TRIP FORM 61
PERSONAL LEAVE 47
PERSONNEL FILE 15
PERSONNEL FILE - NO ANONYMOUS MATERIAL 16
PERSONNEL FILES - ACCURACY, COMPLETENESS OR TIMELINESS OF FILE ITEMS 15
PERSONNEL FILES - RIGHT TO REVIEW/REPLY 15
PERSONNEL FILES DEFINITION 15
PHILOSOPHY OF TEACHER APPRAISAL SYSTEM 14
PLACEMENT ON THE SALARY SCALE - NEWLY HIRED MEMBERS 33
PLACEMENT ON THE SALARY SCALE - B.A. +30 PLACEMENT 33
PLACEMENT ON THE SALARY SCALE - B.A. PLACEMENT 33
PLACEMENT ON THE SALARY SCALE - MASTERS + 15 33
PLACEMENT ON THE SALARY SCALE - MASTERS PLACEMENT 33
PLANNING TIME 20
PLANNING TIME - BLOOMFIELD BUILDING 20
PLANNING TIME - MESOPOTAMIA BUILDING 20
POSITIVE TEST" RESULT 28
POSTING OF VACANCIES 11

PPO – 2023 SUMMARY OF BENEFITS 65
PREAMBLE 1
PRINCIPLES 2
PROFESSIONAL DEVELOPMENT EARLY RELEASE DAYS 19
PROFESSIONAL EXPENSES FORM 64
PROFESSIONAL LEAVE AND REIMBURSEMENT 46
PROFESSIONAL LEAVE OR TUITION REQUEST FORM 60
PROFESSIONAL, RECOGNITION, RIGHTS 1
PUBLIC RELEASE OF INFORMATION 6
REASONS FOR RIF 12
REASSIGNMENT 25
RECALL 13
RECESS AND/OR HOLIDAY PAY DATES 4
RECOGNITION 1
REDUCTION IN FORCE (RIF) 12
REQUEST FOR SUPPLEMENTAL PAY FORM 55
RESIDENT EDUCATOR PROGRAM 23
RESIDENT EDUCATOR PROGRAM ESTABLISHMENT 24
RESIDENT EDUCATOR RELEASE TIME 24
RESIGNATIONS 11
RIF PROCEDURES 13
RIGHT TO REPLY TO FORMAL DISCIPLINE 16
RIGHT TO REPRESENTATION FORMAL REPRIMAND OR DISCIPLINE 16
SALARY 32
SALARY SCHEDULE 2024 - 2027 58
SCHEDULE OF TEACHER APPRAISAL 14
SCHEDULING - BLOOMFIELD BUILDING 21
SCHOOL CALENDAR 17
SCHOOL COUNSELORS – PROCEDURE FOR APPRAISAL 15
SCHOOL FUNCTIONS 18
SCHOOL YEAR DEFINED 19
SCOPE OF BARGAINING 2
SCOPE OF NEGOTIATIONS 5
SELECTION CRITERIA FOR VACANCIES 12
SENIORITY DEFINED 12
SEVERABILITY 8
SEVERANCE PAY 40
SHARING OF INFORMATION 6
SICK LEAVE - ACCUMULATION 43
SICK LEAVE - USE OF 43
SIGNING BONUS 32
SPECIAL ASSIGNMENT 48
SPECIAL EDUCATION TEACHERS 35
SPECIAL EDUCATION/HANDICAPPED STUDENTS 22
SPECIAL SCHEDULING (FOR THE HIGH SCHOOL BLDG) 21
SPECIALIZED HEALTH CARE PROCEDURES 23
SPLIT CLASSES 22
STATE TEACHERS RETIREMENT SYSTEM (STRS) PICK-UP UTILIZING THE SALARY REDUCTION METHOD 39
STATEMENT OF ABSENCE FORM 59
STATURE OF CONTRACT 8
STIPEND FOR NATIONAL BOARD CERTIFICATION 47
STUDENT DISCIPLINE 23
STUDENT SEMESTER 21
SUBSTITUTES 20
SUPPLEMENTAL CONTRACTS 10

SUPPLEMENTAL CONTRACTS - COMPENSATION 35
SUPPLEMENTAL CONTRACTS - FILLING OF SUPPLEMENTALS/SUPPLEMENTAL NON-RENEWAL 35
SUPPLEMENTAL CONTRACTS - OUTSIDE EXPERIENCE CREDIT 35
SUPPLEMENTAL CONTRACTS - RELATED EXPERIENCE CREDIT 35
SUPPLEMENTAL CONTRACTS AND PAY 33
SUPPLEMENTAL PAYS 4
SUPREMACY OF CONTRACT 8
TAX SHELTERED ANNUITIES 40
TEACHER APPRAISAL SYSTEM / RIGHTS 14
TEACHER APPRAISAL SYSTEM PHILOSOPHY 14
TEACHER APPRAISAL SYSTEM PROCESS 14
TEACHER ASSIGNMENT, TRANSFER, AND VACANCIES 10
TEACHING ASSIGNMENT LIMIT 21
TERM LIFE INSURANCE 39
THIRTY MINUTE DUTY-FREE LUNCH 20
TIME LIMITS 6
TITLE I COORDINATOR 35
TRAINING/STAFF DEVELOPMENT 23
TRAVELING TEACHER RIGHTS 19
TUITION WAIVER 41
USE OF CONSULTANTS 5
VACANCIES 11
VACANCY DEFINED 11
VISION CARE 38
VOLUNTARY TRANSFERS 11
WHILE NEGOTIATIONS ARE IN PROCESS 6
WINDOW FOR OPENING NEGOTIATIONS 5
WORK DAY 18
WORK DAY DEFINED 18
WORK LOAD 20
WORKING CONDITIONS 17
WRITTEN PROPOSALS 6