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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BROOKLYN EDUCATION ASSOCIATION

AND

BROOKLYN CITY SCHOOL DISTRICT BOARD OF EDUCATION

Three-Year Term: July 1, 2026, through June 30, 2029

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ARTICLE 100
SCOPE AND DURATION OF AGREEMENT

ARTICLE 101: SCOPE AND DURATION

101.01 It is mutually agreed that this collective bargaining agreement ("Agreement") constitutes the entire scope of the contract between the Brooklyn City School District Board of Education ("Board") and the Brooklyn Education Association ("Association") (collectively, "Parties").

101.02 In accordance with R.C. 4117.09(E) and applicable laws, it is agreed that the length of this Agreement shall be for the three-year period beginning July 1, 2026, and terminating June 30, 2029.

ARTICLE 102: MANAGEMENT RIGHTS

102.01 The Board retains those management rights as set forth in R.C. 4117.08(C) and applicable laws unless such management rights are specifically superseded in this Agreement.

ARTICLE 200
NEGOTIATIONS PROCEDURES

ARTICLE 201: RECOGNITION

201.01 The Board recognizes the Brooklyn Education Association ("Association"), an affiliate of the Ohio Education Association ("OEA"), Northeast Ohio Education Association ("NEOEA"), and the National Education Association ("NEA"), as the exclusive collective bargaining representative of the following licensed/certificated positions as may be employed directly by the Board: K-12 teacher, preschool teacher, guidance counselor, media specialist, tutor/educational assistant, school psychologist, speech-language pathologists, and eligible long-term substitutes (collectively, "teacher," "teachers," "bargaining unit member," "bargaining unit members," "employee," and "employees"). Bargaining unit members who are recognized under this Agreement and who work less than the time set forth in this Agreement shall be considered part-time teachers. A part-time bargaining unit member shall be eligible to receive compensation and benefits under this Agreement on a pro-rata basis unless otherwise specifically set forth in this Agreement. Such a pro-rata basis shall be determined by dividing the part-time bargaining unit member's contracted workday by seven (7) hours and forty-five (45) minutes (7.75).

There will be no subcontracting of bargaining unit positions unless the parties mutually agree to do so. Use of daily substitutes shall not be considered subcontracting.

201.02 The following positions are exempt from the bargaining unit and representation of the Association: Superintendent, Treasurer, Assistant Superintendent, Principal, Assistant Principal, Director of Operations, Athletic Director, R.C. 3319.02 other administrators, R.C. 3319.081 nonteaching employees, substitutes, part-time nonteaching employees, seasonal employees, and R.C. 4117.0l(C)(l)-(17) employees as may be employed directly by the Board; Ohio Department of Education and Workforce ("ODEW") employees; Educational Service Center employees; independent contractors; and all positions excluded under R.C. Chapter 4117.

ARTICLE 202: REQUESTS FOR NEGOTIATION

202.01 If either the Board or Association desires to negotiate a successor agreement, such party shall notify the other party in writing and not earlier than the first (1st) day of January of any year in which negotiations are to take place. Notification in writing from the Association shall be served upon the Board President, Superintendent, and Treasurer. Notification in writing from the Board shall be served upon both the Association President and Treasurer.

202.02 Within thirty (30) calendar days after receipt of the written notice in Article 202.01, an initial meeting shall be held to exchange proposals for negotiation unless otherwise mutually agreed to by the Parties in writing. Thereafter, neither party shall submit additional items for negotiation except with consent of the other party.

202.03 Each proposal submitted by either party shall specify, in detail, that to which agreement is sought in terms acceptable to the proponent so that, without clarification or supplementation, the proposal shall express the whole agreement between the Parties with respect thereto unless otherwise agreed to by the Parties in writing. The topical listing of items proposed for negotiation shall constitute a clear failure of compliance with this specificity requirement and the proposal shall be disregarded unless otherwise agreed to by the Parties in writing.

202.04 The first negotiation session shall be held not later than forty-five (45) calendar days after the receipt of the notice to negotiate as specified in Article 202.01 unless otherwise agreed to by the Parties in writing.

202.05 Upon written request of either the Board or Association and following any fundamental change in state and/or federal laws, rules, and/or regulations affecting the terms and conditions of employment as set forth in this Agreement; a mutually acceptable meeting date shall be set by the Parties for a date, no later than fifteen (15) calendar days following such request, to engage in interim bargaining to the extent permitted by law.

202.06 The Parties may mutually agree to utilize an optional form of bargaining (e.g., interest-based bargaining).

ARTICLE 203: NEGOTIATION MEETINGS

203.01 The Parties agree to abide by R.C. 4117.08(A) and applicable laws.

203.02 Negotiation meeting dates, times, and locations shall be mutually scheduled by the Parties. Prior to the conclusion of each negotiation meeting, the Parties shall mutually establish the date, time, and place of the next meeting.

203.03 Negotiation meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as is practicable, conflicts and interferences with school and employment schedules. To the extent the Parties cannot mutually agree to the date, time, and place of any negotiation meeting, the negotiation session shall rotate equally for times held both during and after the school day. Negotiations session may take place outside of Board owned property or on a weekend day (i.e., Friday, Saturday, or Sunday) upon the written agreement of the Parties.

203.04 Negotiation meetings shall be closed to the press and public.

203.05 Either party may recess for caucuses for a reasonable length at any time, not to exceed thirty (30) minutes unless otherwise agreed to by the Parties.

203.06 Either party may keep minutes of the meeting in such form and detail as it may deem advisable except that no electronic and/or mechanical recording shall be permitted without the express, written consent of both Parties. Nothing in this Agreement precludes either party from the use of a computer for word processing.

ARTICLE 204: REPRESENTATION

204.01 Representation at all negotiation meetings shall be limited to six (6) representatives of the Board and six (6) representatives of the Association. At the initial negotiation session, each party shall designate its six (6) representatives and only those so designated may attend any negotiation meetings unless otherwise agreed to by the Parties in writing. Neither party shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE 205: ASSISTANCE AND STUDY COMMITTEES

205.01 Either party may call upon professional and/or lay persons to consider and make suggestions concerning matters under discussion. Such professional and/or lay persons may be invited to attend any negotiation session by either party and shall be dismissed from such negotiation sessions once the professional and/or lay person has ceased considering and making suggestions concerning matters under discussion.

205.02 The Parties may appoint joint committees to study and develop recommendations on matters under consideration. The committee's findings shall be reported to both Parties. And such committee members may be invited to attend any negotiation session by either party and shall be dismissed from such negotiation sessions once the committee member has ceased considering and making suggestions concerning matters under discussion.

ARTICLE 206: INFORMATION

206.01 The Parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the Brooklyn City School District ("District") and such other available information as shall assist the Parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this Article and neither party is obligated to develop data or information not in existence or

to rework, redraft, summarize, compute, and/or otherwise develop data and/or information in any manner other than its existing form.

ARTICLE 207: AGREEMENT

207.01 As a tentative agreement is reached on items which are the subject of negotiations, the tentative agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as a final tentative agreement between the Parties until all items have been so initialed by the designated representatives of each party.

207.02 Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the Association for approval, and all the Association's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. Upon approval by the bargaining unit represented by the Association, the final tentative agreement shall be submitted to the Board for approval and all the Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. If approved by both Parties, the agreement shall then be signed on behalf of the Parties and shall be binding on both Parties as of the commencement date of the agreement. The Board and Association shall share equally in the cost of printing all the Contractual Agreements.

ARTICLE 208: MEDIATION

208.01 If a final agreement is not reached within forty-five (45) calendar days after the initial meeting, then either party may demand mediation. When a demand for mediation is made, the Parties shall mutually contact the Federal Mediation and Conciliation Service ("FMCS") and request the appointment of a mediator. If FMCS is not available, the Parties shall contact a mutually agreed upon alternative to FMCS. The Parties shall equally share the costs of a mediator. The time limits set forth in Article 208.01 may be extended by mutual agreement of the Parties in writing.

208.02 In the event the Parties are unable to reach agreement by July 31 the mediation provision shall be deemed exhausted unless otherwise agreed to by the Parties in writing.

208.03 This mediation procedure shall constitute the Parties' "mutually agreed upon alternative dispute resolution procedure" under R.C. Chapter 4117 and shall hereby specifically supersede all other mediation/fact-finding procedures set forth in R.C. Chapter 4117 and applicable laws.

ARTICLE 209: CONFLICT WITH LAW OR REGULATION

209.01 If any provision of this Agreement, or any application of the provisions of this Agreement to any person or persons, shall be found by a court of competent jurisdiction to be contrary to any federal or state law, federal or state regulation, federal or state ruling, or federal or state order, whether now or hereafter enacted, except as permitted under R.C. Chapter 4117, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Any part so declared shall be submitted to negotiations as provided under Article 200 if either party requests such negotiations in writing. However, the Association shall not have the right to strike during the term of this Agreement due to such negotiations.

ARTICLE 210: TERM AND INTERIM NEGOTIATIONS

210.01 Unless terminated or changed by mutual consent of the Parties, the negotiation procedures set forth in this Agreement and the terms thereof governing its applications and interpretations shall remain in force and shall be used in any negotiations which are required under Ohio law so long as the Board recognizes the Association as the exclusive representative of the bargaining unit. Such negotiation procedures shall not permit the Association to strike during the term of this Agreement.

210.02 Upon mutual agreement of both Parties to negotiate during the term of this Agreement and in accordance with R.C. 4117.08, negotiations shall begin within ten (10) calendar days after the Parties mutually agree to negotiate. In the event the Patties fail to reach an agreement within twenty (20) calendar days after the first negotiation session, the Parties agree to contact the "FMCS" for assistance in resolution of the disagreement. If FMCS is not available, the Parties shall contact a mutually agreed upon alternative to FMCS. The Parties shall equally share the costs of a mediator. This mediation is the Parties mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedures set forth in R.C. 4117.14.

210.03 If agreement is not reached within twenty (20) calendar days after the first mediation session, the provisions of R.C. 4117.14(D)(2) shall apply.

ARTICLE 211: EMPLOYMENT PRACTICES AND CONDITIONS

211.01 The Parties agree that neither party shall discriminate against any employee of the Board based upon either membership or non-membership in the Association or based upon any negotiations, complaints, and/or other proceedings under this Agreement.

211.02 The Parties agree to not discriminate against any employee of the Board based upon race, color, creed, national origin, age, sex, disability, and/or politics.

ARTICLE 212: ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTIONS

212.01 The Parties shall fully comply with the ruling in the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 585 U.S. 878, 138 S.Ct. 2448, 201 L.Ed.2d 924 (June 27, 2018) and applicable laws.

212.02 The Association is solely responsible for advising bargaining unit members of their legal rights and responsibilities arising out of the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 585 U.S. 878, 138 S.Ct. 2448, 201 L.Ed.2d 924 (June 27, 2018) and applicable laws.

212.03 The Board shall have absolutely no involvement in whether a bargaining unit member becomes and/or remains a member of the Association.

212.04 The Association hereby verifies to the Board that all bargaining unit members having Association dues deducted from their payroll are doing so knowingly and intentionally.

212.05 The Association shall submit to the Board Treasurer a list of bargaining unit members requesting continuing payroll deductions for membership in the Association on or before October 15 and shall verify to the Board that all bargaining unit members having Association dues deducted from their payroll are doing so knowingly and intentionally.

212.06 Association dues and/or fees and payroll deductions for any school year shall be determined by the Association and shall be due, in whole, by the bargaining unit member on September 1, which is the day after the expiration of the membership window period - i.e., August 1 to August 31 - unless the bargaining unit member elects to have the entire amount prorated over the course of the applicable school year.

212.07 No later than October 1, the Association shall provide the Board Treasurer with written notice of the certified amount of all Association dues deductions and such deductions shall commence in October and continue for such time, on a pro-rated basis, until the bargaining unit member notifies the Association Treasurer, the Association President, and the Board Treasurer, in writing, to discontinue Association membership. Notification must occur between August 15 and August 31.

212.08 The Association shall have the right to standard and continuing payroll deductions authorized by the individual member for payroll deductions.

212.09 In the event a bargaining unit member separates employment prior to completing deduction of a given amount within that school year, the Board Treasurer shall deduct the non-pro-rated amount due from the bargaining unit member's last paycheck. All pro-rated dues shall be deducted in the following manner: Dues shall be deducted in nine (9) equal monthly installments, beginning with October through June. In the event a bargaining unit member's employment with the Board ends (including unpaid leaves of absence) during the year, the balance of the dues owed the Association shall be deducted by the Treasurer from the member's final paycheck.

212.10 The Association shall defend, indemnify, and hold harmless the Board, as well as its officers, officials, agents, employees, and servants, in any action - whether in law or equity - arising from the execution of the dues provisions of this Agreement provided that the Board acted in good faith compliance with the deduction provisions of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply or misapply the deduction provisions of this Agreement. The Board agrees to give full cooperation and assistance to the Association and its affiliates and counsel at all levels of any legal proceeding.

ARTICLE 213: OEA FUND

213.01 Upon submission of the appropriate authorization form from a teacher, the Board Treasurer shall deduct from said teacher's paycheck the authorized OEA Fund contribution. The Board Treasurer shall provide the Association Treasurer with a check made to the order of the Association's authorized OEA Fund organization(s). The Board Treasurer shall provide a list of contributors and their contributions to the Association Treasurer within fourteen (14) calendar days after such deductions are made.

ARTICLE 300
PERSONNEL

ARTICLE 301: BROOKLYN HIGH SCHOOL DEPARTMENT CHAIRPERSONS AND BROOKLYN SCHOOL TEAM LEADERS

301.01 Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders may be appointed on an annual basis.

301.02 A major responsibility of Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders is to coordinate the functions of their respective departments and/or grade level teams in matters of curriculum on a pre-K to 12 basis in cooperation with other persons responsible for curriculum at preschool, elementary, middle, and secondary levels.

301.03 Job descriptions reflecting duties, responsibilities, and qualifications for Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders shall be maintained by the Superintendent and made available for each teacher to review. The Superintendent may revise Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders job descriptions on an as needed basis and shall provide the Association President with copies of the same effective the following school year. Duties and responsibilities of Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders shall not include the evaluation of teachers.

301.04 Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders shall be compensated through a supplemental payment as per the Supplemental Pay Schedule.

301.05 The Superintendent may provide release time at the Superintendent's sole discretion for Brooklyn High School Department Chairpersons and Brooklyn School Team Leaders.

ARTICLE 302: BUILDING COUNCIL

302.01 The intent of Article 302 is to keep open the communication lines between each building principal and teachers. The purpose of the Building Council is to provide a forum through which the teachers in each building may discuss building concerns and exchange suggestions for building improvement. These concerns for discussion may include, but are not limited to, the following areas: student attendance, student conduct/discipline, and student welfare issues. Teacher members of the Building Council shall be selected by the teachers at the building. The Building Council shall have no less than three (3) teachers and no more than five (5) teachers as members. The Building Council shall establish the dates on which the meetings shall be held, and the Association shall notify the bargaining unit members of the same. The Association reserves

the right to hold pre-meetings with a larger representation of teachers to vet building concerns prior to a formal Building Council meeting.

302.02 Board policies governing student behavior regulations and disciplinary procedures shall be available online. The Association President shall be provided with notices pursuant to R.C. 121.22(F).

ARTICLE 303: GRIEVANCE PROCEDURE

303.01 Definitions

A. A "grievance" is defined as:

1. A claim initiated by either a teacher or the Association alleging that there has been a violation, misinterpretation, and/or misapplication of a specific provision of this Agreement; and/or Board policy as it applies to terms and conditions of employment.

2. A claim initiated by a teacher alleging that there has been a violation, misinterpretation, and/or misapplication of a specific provision of an individual employment contract between a teacher and the Board.

B. For the purposes of Article 303, a "day" shall mean Board assigned teacher workday unless otherwise stated herein.

303.02 Rights of the Grievant and Association

A. A grievant may be represented at all steps of the Grievance Procedure by the Association's labor relations consultant or legal counsel.

B. The Association Professional Rights & Responsibilities Committee Chairperson and Association President shall receive notice of each meeting held to resolve a formal grievance. Decisions rendered at each formal level shall be made in writing on the standard form, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all Parties in interest (including the administrator involved), the Association Professional Rights & Responsibilities Committee Chairperson, and the Association President. The grievance form is attached hereto and incorporated herein at Appendix G.

C. The fact that a teacher filed a grievance shall not be recorded in either the teacher's personnel file or any other file used in the transfer, assignment, and/or promotion process. Nor shall such fact be used in any recommendation for reemployment and/or recommendation for other employment. Nor shall the grievant, Association members, Board members, and/or Board employees be placed in jeopardy and/or subject of reprisal

and/or discrimination for having followed and/or participated in the Grievance Procedure.

D. A grievance that affects more than one (1) teacher may be filed by the Association on behalf of all affected teachers.

E. All grievances shall be filed at the lowest possible level unless mutually agreed to in writing by the Association President and Superintendent or designee(s).

F. All formal hearings held under Article 303 shall be so structured that due process under the circumstances is accorded on both sides.

303.03 Timelines

A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the Parties in interest.

B. If a formal grievance (Level II) is not filed within fifteen (15) teacher workdays after the alleged grievance occurred, the grievance shall be considered waived.

C. If the decision on a Level II or Level III grievance is not appealed within ten (10) teacher workdays after a decision has been rendered, the grievance shall be deemed settled based upon the disposition at that step and further appeal through the Grievance Procedure shall be barred.

D. Failure of an administrator to communicate a decision at any level within the specified time limit shall permit the grievance to proceed to the next level of the formal grievance procedure.

E. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess unless the Parties in interest otherwise agree. The Parties in interest shall always so agree where irreparable injury shall result from a postponement until the next term.

F. The temporary absence of the grievant or a principal, immediate supervisor, or Superintendent shall toll the running of the days during the absence of such grievant, principal, immediate supervisor, or Superintendent, but in no case for more than five (5) additional teacher workdays except by mutual written consent by the Association President and Superintendent.

G. Hearings held under Article 303 shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

303.04 Grievance Procedure

A. Level I: (Informal): If a teacher believes that there is a basis for a grievance, the teacher shall first discuss the matter with the building principal or designee(s) in an effort to resolve the problem informally and shall announce this meeting as "Level I of the Grievance Procedure" to the building principal or designee(s) and shall hand the building principal or designee(s) the Grievance Report Form. The grievance form is attached hereto and incorporated herein at Appendix G.

B. Level II: (Formal - Immediate Supervisor): If the grievant is not satisfied with the results of the Level I informal grievance, or is unable for cause beyond the grievant's control to discuss the matter with the grievant's principal or immediate supervisor within the time limit prescribed in Article 303.03(8), the grievant may begin a Level II formal grievance by filing the Grievance Report Form with the building principal or designee(s) within fifteen (15) teacher work days after the alleged grievance occurred. Within ten (10) teacher workdays of receipt of the Grievance Report Form, the building principal or designee(s) shall conduct a Level II hearing and make a written decision on the Grievance Report Form. The grievance form is attached hereto and incorporated herein at Appendix G.

C. Level III: (Formal - Superintendent): If the grievant is not satisfied with the results of the Level II formal grievance, the grievant may begin a Level ill formal grievance by filing the Grievance Report Form with the Superintendent within ten (10) teacher workdays of the Level II written decision. Within ten (10) teacher workdays of receipt of the Grievance Report Form, the Superintendent or designee(s) shall conduct a Level ill hearing and make a written decision on the Grievance Report Form. The grievance form is attached hereto and incorporated herein at Appendix G.

D. Level IV: (Formal - Mediation): If the grievant is not satisfied with the results of the Level ill formal grievance, the grievant may begin a Level IV formal grievance by requesting that the grievance be mediated through the Federal Mediation and Conciliation Service ("FMCS") within ten (10) teacher workdays of the Level III written decision. If FMCS is not available, the Parties shall contact a mutually agreed upon alternative to FMCS. The Parties shall equally share the costs of a mediator. The mediator shall schedule mediation as soon as possible at a time that is mutually agreed to by the Parties in interest. The Board may designate a board member to attend mediation at the Board's sole discretion. The purpose of the

mediation is to discuss the grievance and attempt to resolve the matter in an amicable manner, if possible, through impasse.

E. Level V: (Formal - Arbitration)

1. If the grievance is not resolved at Level IV, the Association may submit the grievance to arbitration within thirty (30) working days of the decision in Level IV.

2. Selection of an arbitrator and the conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association ("AAA"). If mutual selection of an arbitrator is not achieved from a first list of fifteen (15) names submitted to the Parties by the AAA, either party shall request a second list of seven (7) names and shall alternately strike to select an arbitrator. The party to strike the first name shall be determined by a flip of the coin.

3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein.

4. The arbitrator shall expressly confine the arbitrator to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to the arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

5. In the event a grievance is submitted to the arbitrator for which the arbitrator lacks authority to decide, the grievance shall be referred to the Board with a notification to the Association without decision or recommendation on its merits.

6. The arbitrator shall hold hearings to obtain facts and information necessary to make the arbitrator's findings. The arbitrator's authority shall be limited to deciding only one (1) grievance per hearing unless otherwise agreed to in writing by the Association and Board. The arbitrator shall be without authority to add to, amend, modify, delete, and/or abridge any term of this Agreement. The arbitrator's award shall be binding unless otherwise prohibited by the law and/or contrary to this Agreement.

7. In cases where arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to the hearing

on the merits of the issue by the arbitrator unless otherwise agreed by the Parties.

8. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the effect of law. The cost of the arbitrator and the hearing room shall be divided between the Patties in the following manner, loser pays eighty percent (80%) of the cost and the winner pays twenty percent (20%) of the cost. The arbitrator's award, if within the arbitrator's authority, shall be final and binding upon the Parties.

9. Termination matters shall be governed by R.C. 3319.16.

303.05 Exclusive Representative

No teacher may be represented by any teacher organization other than the Association in any grievance initiated pursuant to Article 303.

303.06 Written Disposition

Decisions rendered at all formal levels of this procedure shall be in writing setting forth the disposition and the reason therefore and shall be transmitted promptly to all Parties involved in the grievance including the Association.

ARTICLE 304: VACANCIES AND ASSIGNMENTS

304.01 A vacancy only occurs when the Board determines to fill the position of a teacher who leaves the teacher's position for any of the following reasons and the Superintendent or designee(s) has not assigned or transferred another teacher to that position:

A. Death

B. Retirement

C. Resignation

D. Termination

E. Nonrenewal

304.02 Whenever a vacancy occurs during the school year, the Superintendent shall cause notice of the same to be emailed to all teachers. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy has been posted for at least seven (7) calendar days. If any vacancy should occur

during the summer months, a list of such vacancies shall be made available to the Association President. The posting requirements of this article shall not apply between August 1 and the first teacher duty day of the next school year.

304.03 When a vacancy occurs, any applicant from the bargaining unit who is certified/licensed for the vacant position shall be offered an interview for the vacant position. If a non-bargaining unit applicant is selected over a bargaining unit applicant, written reasons shall be provided to the bargaining unit applicant upon request of the bargaining unit applicant.

304.04 Any vacancy which occurs between August 1 and September 30 should be filled by a qualified limited contract teacher as determined by the Superintendent and to the extent deemed practicable by the Superintendent.

304.05 Any vacancy which occurs between October 1 and June 30 may be filled by a substitute.

304.06 When a teacher is involuntarily assigned to another position in the upcoming school year, the Superintendent shall provide the teacher with written reasons for such assignment if requested by the teacher. The Superintendent shall provide the affected bargaining unit member the right to meet with the Superintendent or designee(s) to discuss the reasons for the involuntary assignment. A teacher being involuntarily assigned shall be placed in a position that involves no reduction in total compensation and no impairment of tenure. A teacher being involuntarily assigned shall also be placed in a position for which the teacher is appropriately certificated/licensed. In the event an involuntary assignment occurs due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the bargaining unit member in the subject area or grade level in the affected building with the least system seniority shall be involuntarily assigned.

ARTICLE 305: PARENT CONFERENCES, OPEN HOUSES, AND FAMILY ENGAGEMENT MEETINGS

305.01 Parent Conferences

A. As part of the one hundred eighty-four (184) workdays with students in session as set forth in Articles 310.01 and 310.02, there shall be two (2) parent conferences after the school day. The Superintendent shall schedule these parent conferences during the first and third marking periods after progress reports have been distributed.

B. Parent conferences shall be from 3:30 p.m. to 5:30 p.m., and from 6:30 p.m. to 9:00 p.m. The Superintendent and Association President may mutually adjust the specific hours of the parent conferences as long as the parent conferences last at least four and a half (4.50) hours at the conclusion of the

student day and that the teachers receive a one (1) hour break for dinner in addition to this four and a half (4.50) hour period. For part-time teachers only, this four and a half (4.50) hour period shall be pro-rated and any additional time necessary for a part-time teacher to complete these conferences, as pre-approved by the Superintendent or designee(s), shall be compensated at the period substitution rate.

C. In the event of emergency absence, the teacher shall arrange the hours to reschedule the required conferences. Administrative input shall be encouraged as it relates to rescheduling parent conferences. The day following, the schools shall be closed.

305.02 Open Houses

Teachers shall attend one (l) open house per assigned building for two (2) hours per assigned building. Any teacher assigned to more than one (1) building shall be compensated at the per diem rate.

305.03 Family Engagement Meetings

A. Preschool teachers shall attend family engagement meetings outside the regular workday set forth in Article 312.01 and as scheduled by the Administration after considering input from the preschool team and Association President, and with no additional compensation to the preschool teacher unless the teacher is directed to supervise students at the event. If a teacher is paid for supervising students, the event shall not count toward an after-school event pursuant to Section 305.04.

B. In the event of emergency absence, the teacher shall arrange the hours to reschedule the required family engagement meetings. Administrative input shall be encouraged as it relates to rescheduling family engagement meetings.

305.04 After-School Events

If a teacher attends at least two (2) Board-sponsored activities outside of the school day in an academic quarter, the teacher may work virtually during the assigned teacher records half-day at the end of that quarter. A list of activities will be made available by building principals for teachers to choose from on a quarterly basis. Teachers may submit other activities that fall outside of the school day for approval to the Principal. Activities set forth in Article 305 and activities for which the teacher is receiving a stipend or supplemental do not count toward the after-school events for the purposes of this section. Teachers will submit the form included here as Appendix H to affirm their attendance each quarter.

ARTICLE 306: PERSONNEL FILE

306.01 There shall be, in the Office of the Board Treasurer, the official personnel file for each teacher in which shall be deposited only the following items:

A. Application for employment

B. Copy of employment contracts

C. Copy of salary notices

D. Ohio teaching certificate/license(s)

E. College/university transcripts and credentials

F. Record of tuberculosis and other health tests

G. Written statements regarding conferences together with any written teacher replies thereto.

H. Performance evaluations. Where evaluations have not been performed in accordance with the timelines and procedures as set forth in Article 308 (Evaluation), such evaluation shall not be placed in the teacher's file. Any related documents may be included in the teacher's file only after the teacher has timely received copies of such documents.

I. Official letters of commendation and professional certificates of award.

J. Record of military service

K. Official letters of reprimand and any other disciplinary records

L. Any other such records as required by law

306.02 A teacher shall have the opportunity to read any material before it is placed in the teacher's personnel file. The teacher shall acknowledge that the teacher has read the material by affixing the teacher's signature to the copy to be filed and a copy shall be given to the teacher. The teacher's signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the teacher. If a teacher disagrees with the content of a document, the teacher may only write: "I have read this document but do not agree with the content. (Signature)"

306.03 Members shall have the opportunity to reply to derogatory material in written statement to be attached to the filed copy. No inaccurate material shall be placed in a member's file nor be made a matter of record. Anonymous letters or

materials shall not be placed in a member's file, nor shall they be made a matter of record.

306.04 All materials placed in a teacher's personnel file after initial employment shall be open to that teacher at any time. Any teacher who elects to review the teacher's own file may be accompanied by a representative of the Association. The Association President shall have the right to examine the complete file pertaining to that teacher. Upon the request of the teacher, one (1) copy of any document in the teacher's file shall be provided to the teacher in an electronic format (unless the teacher requests a hard copy) at no cost in any school year. The Board and Association strongly recommend that each teacher review the teacher's own personnel file annually.

306.05 A teacher shall be notified when a request to review the teacher's personnel file is made by a person other than an administrator and the teacher shall be given a reasonable amount of time to review the teacher's file before the file is provided to the non-administrator making the request within the parameters set forth in the Ohio Public Record Laws and applicable laws.

306.06 Any verbal and/or written reprimand to a teacher shall be removed from the personnel file after a period of thirty-six (36) calendar months - i.e., one thousand ninety-five (1,095) calendar days - if no action of a similar nature occurs within that time frame.

306.07 Principal's Records: Records kept by the principal shall be forwarded annually to the master personnel file in the Department of Human Resources; however, principals may keep copies of said records.

ARTICLE 307: PROFESSIONAL EMPLOYMENT

307.01 Limited Contracts

Teachers who meet minimum statutory qualifications for teaching positions in the District shall be employed under limited teaching contracts not to exceed five (5) years as recommended by the Superintendent and approved by the Board at a regular board meeting in the month of May.

307.02 Procedure for Consideration of Continuing Contract Status

A. Any teacher anticipating becoming eligible for a continuing contract shall notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible. The teacher shall have on file by April 1 of the school year of tenure eligibility any necessary licensure and/or degrees/coursework in accordance with applicable state law and/or regulation.

B. The teacher shall have taught for at least three (3) of the last five (5) years in the District. If the teacher attained continuing contract status in another school district, the teacher shall have served at least two (2) years in the District to be eligible for tenure.

C. Teachers who complete the requirements set forth in this Agreement including, but not limited to, submitting the appropriate documentation to the Board for continuing contracts by April 1 of each year as set forth in this Agreement, shall be considered for continuing contract by the Board prior to action regarding any reduction in force, but no later than June 1. The Board shall act upon all teachers eligible for continuing contracts prior to taking action to suspend the contracts of teachers due to a reduction in force.

D. Notwithstanding Article 307.04, teachers who fail to complete the requirements set forth in Article 307.02 including, but not limited to, submitting the appropriate documentation to the Board for continuing contracts by October 15 and April 1 of each school year as set forth in this Agreement, shall not be considered for either a continuing contract or extended limited contract but shall, instead, be considered for a limited contract.

E. Article 307.02 expressly supersedes and replaces the procedures contained in R.C. 3319.11 concerning the issuance of continuing contracts, extended limited contracts, and limited contracts.

307.03 Extended Limited Contracts

If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two (2) years. If the Superintendent intends to make such a recommendation to the Board, the Superintendent shall notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation shall be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member shall be notified of same by June 1. In addition, prior to the end of the school year, the Superintendent shall provide the member with a plan of improvement that sets forth the reasons why the Superintendent recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member shall be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by June 1. Article 307.05 expressly supersedes and replaces the procedures contained in R.C. 3319.11 concerning the issuance of continuing contracts, extended limited contracts, and limited contracts.

307.04 Section Supersedes Law

Article 307 shall expressly supersede and replace all conflicting provisions of the Ohio Revised Code with respect to teacher contracts including, but not limited to, the issuance of continuing contracts, extended limited contracts, and limited contracts.

307.05 Filing and Maintenance of Certificates/Licenses

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

ARTICLE 308: EVALUATION

308.01 Purpose

The major goals of staff evaluation are to ensure effective teacher performance, to assess teacher performance, and to provide for ongoing growth and development of the individual teacher to ultimately improve teaching performance.

308.02 Procedure for Ohio Teacher Evaluation System ("OTES")

A. All teacher evaluations shall follow the law set forth in Ohio Revised Code.

1. All OTES teachers shall be evaluated, as applicable, pursuant to R.C. 3319.111, R.C. 3319.112, R.C. 3319.113, ODEW rules and regulations, and applicable laws.

2. This Agreement and Board policy conforms to the OTES 2.0.

3. OTES teachers shall be evaluated pursuant to OTES 2.0.

4. At least two (2) members of the Association shall be provided with the opportunity to be trained on OTES 2.0 over a two-year cycle and as appointed by the Association.

5. Teacher evaluations shall use at least two (2) measures of high-quality student data ("HQSD") to provide evidence of student learning attributable to the teacher being evaluated, which shall be determined by the District HQSD Committee.

6. Off-Cycle

a. The Board has elected to evaluate less frequently each teacher rated accomplished on the teacher's most recent

evaluation once every three (3) years, provided the teacher submits a self-directed professional growth plan to the evaluator, and the evaluator determines the teacher is making progress on that plan.

b. The Board has elected to evaluate less frequently each teacher rated skilled on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a professional growth plan for the teacher, and the evaluator determines the teacher is making progress on that plan.

7. Special Conditions for Limited Contract Teachers

a. Limited contract teachers in their first three years of employment with the District shall participate in a full evaluation cycle (i.e. 3 formal observations and 2 walkthroughs) in each of their first three years.

b. Limited contract teachers in their fourth year of employment with the District and beyond shall participate in a full evaluation cycle unless they were rated Accomplished or Skilled in their most recent evaluation, in which case the following year shall be a modified full cycle (i.e. 2 formal observations and 2 walkthroughs). The administration, in its sole discretion, may conduct a third formal evaluation if it is considering non-renewal of the teacher's contract.

c. Any limited contract teacher who applies for a continuing contract shall be on a full evaluation cycle in the year they apply, regardless of their prior year's evaluation.

B. The following shall apply to those teachers who are not under consideration for nonrenewal:

1. Off-Cycle

For off-cycle teachers, there shall be:

a. Teachers with ratings of accomplished may choose their credentialed evaluator for the evaluation cycle and shall develop their own professional growth plan.

b. Teachers with ratings of skilled shall develop a professional growth plan jointly with their evaluator.

c. One (1) classroom observation (reported on Ohio Evaluation System ("OHES") as a walkthrough) that shall be no less than fifteen (15) minutes and no more than thirty (30) minutes in duration and shall be completed on or before the last day of the first semester.

d. Within ten (10) workdays after each observation, the evaluator shall provide the teacher with a written observation report and, within five (5) workdays after each written observation report has been submitted to the teacher, the evaluator shall meet with the teacher.

e. Zero (0) walk-throughs.

f. One (1) conference between the teacher and evaluator to discuss progress on the professional growth plan.

g. Nothing in this Agreement precludes the administration from conducting discretionary instructional rounds and providing feedback.

h. Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or refinements contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator shall not be subject to challenge.

2. On-Cycle

For on-cycle teachers rated accomplished, there shall be:

a. One (1) professional growth or improvement plan.

i. For teachers rated accomplished, the professional growth plan shall be self-directed.

ii. For teachers rated skilled, the professional growth plan shall be developed jointly with the evaluator.

iii. For teachers rated developing, the professional growth plan shall be developed and guided by the evaluator.

iv. For teachers rated ineffective, the professional improvement plan shall be developed by the evaluator.

b. One (1) holistic observation that shall be equal to or more than thirty (30) minutes in duration and shall be completed on or before the last day of the first semester followed by one (1) post-conference between the teacher and evaluator. For teachers rated ineffective, there shall be ***at least*** one (1) holistic observation following the requirements of this paragraph.

c. One (1) formal focused observation that shall be equal to or more than thirty (30) minutes in duration. For teachers rated ineffective, there shall be ***at least*** one (1) focused observation following the requirements of this paragraph.

d. Within ten (10) workdays after each observation, the evaluator shall provide the teacher with a written observation report and, within five (5) workdays after each written observation report has been submitted to the teacher, the evaluator shall meet with the teacher.

e. There shall be at least fifteen (15) workdays between each observation.

f. Two (2) walk-throughs that may take place anytime during the cycle, which are each at least no less than fifteen (15) and no more than thirty (30) minutes. For teachers rated ineffective, there shall be ***at least*** two (2) walk-throughs following the requirements of this paragraph.

g. One (1) final summative evaluation completed on or before May 1 and provided to the teacher on or before May 10.

h. One (1) final summative conference between the teacher and evaluator on or before May 10.

i. When completing the OTES 2.0 performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators on the OTES 2.0 performance rubric (e.g., artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments, etc.) to be considered by the evaluator.

j. If the teacher disagrees with the content of a written evaluation, the teacher shall have the right to submit a written rebuttal within ten (10) workdays after the teacher receives final summative evaluation. The rebuttal shall be attached to the final summative evaluation. Such rebuttal shall contain specific reasons why the teacher disagrees with the report.

k. Nothing in this Agreement precludes the administration from conducting discretionary instructional rounds and providing feedback if such instructional rounds are not part of the formal evaluation.

l. Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or refinements contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator shall not be subject to challenge.

C. The following shall apply to those teachers who are under consideration for nonrenewal and with whom the Board has entered into limited contracts or extended limited contracts - i.e., those teachers whose contracts are up for consideration for either an annual renewal or continuing contract:

1. There shall be one (1) professional growth plan or improvement plan.

a. For teachers rated accomplished, the professional growth plan shall be self-directed.

b. For teachers rated skilled, the professional growth plan shall be developed jointly with the evaluator.

c. For teachers rated developing, the professional growth plan shall be developed and guided by the evaluator.

d. For teachers rated ineffective, the professional improvement plan shall be developed by the evaluator.

2. At least one (1) holistic observation that shall be equal to or more than thirty (30) minutes in duration and shall be completed on or before the last day of the first semester followed by one (1) post-conference between the teacher and evaluator.

3. At least two (2) formal focused observations that shall each be equal to or more than thirty (30) minutes in duration.

4. Within ten (10) workdays after each observation, the evaluator shall provide the teacher with a written observation report and, within five (5) workdays after each written observation report has been submitted to the teacher, the evaluator shall meet with the teacher.

5. There shall be at least fifteen (15) workdays between each observation.

6. At least two (2) walk-throughs that may take place anytime during the cycle, which are each no less than fifteen (15) and no more than thirty (30) minutes.

7. One (1) final summative evaluation completed on or before May 1 and provided to the teacher on or before May 10.

8. One (1) final summative conference between the teacher and evaluator on or before May 10.

9. When completing the OTES 2.0 performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators on the OTES 2.0 performance rubric (e.g., artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments, etc.) to be considered by the evaluator.

10. If the teacher disagrees with the content of a written evaluation, the teacher shall have the right to submit a written rebuttal within ten (10) workdays after the teacher receives final summative evaluation. The rebuttal shall be attached to the final summative evaluation. Such rebuttal shall contain specific reasons why the teacher disagrees with the report.

11. Nothing in this Agreement precludes the administration from conducting discretionary instructional rounds and providing feedback if such instructional rounds are not part of the formal evaluation.

12. Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or refinements contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator shall not be subject to challenge.

308.03 Procedure for Non-OTES

A. All non-OTES teachers shall be evaluated, as applicable, pursuant to R.C. 3319.111, R.C. 3319.112, R.C. 3319.113, ODEW rules and regulations, and applicable laws.

B. Within ten (10) workdays after each observation, the evaluator shall provide a written observation report to the employee.

C. The evaluator shall meet with the employee within five (5) workdays after each written report has been submitted to the employee. This meeting shall be to discuss the observation and to make suggestions, to correct any deficiencies, and/or to create a professional growth or professional improvement plan.

D. If there are areas set forth in the written report which are noted as either "Developing" or "Ineffective," the evaluator shall make specific written suggestions as to how the employee can improve in those areas.

E. Within ten (10) workdays of completion of the second observation post conference, the evaluator shall meet with the employee to discuss the formal evaluation.

F. At least one observation shall be completed by the end of the first semester.

G. There shall be at least fifteen (15) workdays between each observation.

H. One (1) final summative evaluation completed on or before May 1 and provided to the teacher on or before May 10.

I. If the employee disagrees with the content of a written evaluation, the employee shall have the right to submit a written rebuttal within ten (10) workdays after the employee receives final summative evaluation. The rebuttal shall be attached to the final summative evaluation. Such rebuttal shall contain specific reasons why the employee disagrees with the report.

J. Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or refinements contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator shall not be subject to challenge.

308.04 Teachers Who Travel

Teacher who travel between buildings may be observed once at each building. Good faith efforts shall be made to assign evaluator(s) from the building in which a majority of the student assignments are located.

308.05 Professional Development

If professional development is required or recommended, the Board shall provide for the allocation of financial resources to support professional development.

308.06 Evaluators

Each evaluation shall be made by properly certificated/licensed administrators employed by the Board designated by the Superintendent.

308.07 General

Nothing included in this Agreement shall prohibit administrators from observing the overall performance of a member of the teaching staff during the workday and from making written and oral comments on such observations of overall performance.

308.08 Exemptions to Evaluation

If the evaluation process set forth in this Agreement and applicable laws is not complied with for an employee, who is under consideration for nonrenewal and with whom the Board has entered into limited contract or extended limited contract, due to the unavailability of the employee **other than** the exemptions set forth in R.C. 3319.111(C)(2)(d) (i.e., the teacher was on leave from the District for fifty percent (50%) or more of the school year as calculated by the Board or the teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted), the employee shall be considered for a limited contract and this provision specifically supersedes the provision of R.C. 3319.1l(B)(l) that provides that,

upon any subsequent reemployment of a teacher after having entered into an extended limited contract, only a continuing contract may be entered into.

308.09 Recommendation of Non-Renewal

If the Superintendent intends to recommend nonrenewal of an employee's teaching contract (except for purposes of reduction in force under Article 309), then the Superintendent shall so advise the employee in writing at least one (1) week prior to the meeting at which Board action on the recommendation is anticipated. The Board shall act on the recommendation for contract non-renewal no later than June 1 of the school year. The employee and the employee's representative shall be offered the opportunity to meet with the Superintendent to discuss the reasons, (which shall be provided in writing if the employee requests), for the recommendation in advance of the Board meeting. If the Superintendent is not reasonably available for a meeting with the employee during the week preceding the Board meeting, then more than one week's notice shall be given to permit a meeting. This provision, and employee rights under Article 303, supersedes statutory rights for hearings and appeals to either the Board or Court including, but not limited to, those provided for in H.B. 330, RC. 3319.11, RC. 3319.111, and applicable laws. Teachers who are both employed as substitutes recognized under Article 201.01 shall have those rights as set forth in Article 317.

308.10 Comparable Evaluations

The provisions of Article 309 shall serve as the procedure followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts. For the purposes of this Agreement, comparable evaluations shall be defined as follows:

A. Accomplished and Skilled

B. Developing

C. Ineffective

308.11 The Ohio Evaluation System ("OHES")

The Parties shall not report any information on teacher performance on standards beyond the teacher's final summative rating into the OHES or any other system required by the State of Ohio.

ARTICLE 309: REDUCTION IN FORCE ("RIF")

The Board recognizes that a RIF can result in the loss of experienced, well-trained faculty. However, enrollment declines, and financial constraints, among other factors, may require a reduction. If, after the effective date of this contract, the Board determines that it is

necessary to affect a reduction in the number of certificated/licensed teaching staff positions for reasons set forth in law, then the reduction shall be achieved in the following manner:

309.01 Attrition

A. The number of persons affected by a reduction in force shall be kept to a minimum by not employing replacements insofar as practicable for members of the bargaining unit who retire or resign or whose limited contracts are not renewed for reasons unrelated to a planned RIF. The employment of replacements for some positions may be necessary if teachers in the District do not possess the necessary certification/license and/or qualifications for the position to be filled.

B. Certificated/licensed education assistants shall acquire and retain seniority rights only for the certificated/licensed position of education assistant. A RIF affecting the position of certificated/licensed education assistant shall accord layoff, bumping, and recall rights to the position of education assistant. Certificated/licensed education assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.

309.02 Suspension of Contract

A. Criteria: Within each area of certification/license to be reduced, reductions not achieved by attrition shall be accomplished first by suspending the contracts of teachers who do not have continuing contracts and secondly by suspending continuing contracts. Among teachers within each of these groups (i.e., the group holding continuing contracts and the group holding limited contracts in each area of certification to be affected by the reduction), preference shall be given to members of the bargaining unit with longer continuous service in the District. Seniority shall not be the basis for a decision to retain a teacher, except when deciding between teachers who have comparable evaluations.

B. Retention: The names of all teaching personnel shall appear in order of seniority on a list in each of the bargaining unit member's areas of certification/license.

C. Notice: The Board shall send written notice of suspension by certified mail, return receipt requested, to the affected teachers. Alternatively, the Board could have suspension notices personally delivered to affected teachers. The Association President shall be provided with a list of the suspended teachers and the reason(s) for each suspension.

D. If a teacher is to be reassigned because he/she would otherwise have been suspended, in accordance with this Agreement, such teacher shall have the express right to opt for suspension status.

309.03 Recall

A. Any teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he or she is certificated/licensed and qualified as per Article 309.02(B).

B. The Superintendent's office shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.

C. A teacher on the RIF List shall, upon acceptance of an offer of reemployment, return to the system with the same seniority, accumulations of sick leave days, and salary schedule placement as the teacher would have received in the year following suspension. A teacher, whose contract is suspended, who is offered a part-time position may choose to accept or reject the position yet shall remain on the recall list for the next available position for which the teacher is certified/licensed that would provide a full-time position.

D. Teachers who hold a limited contract shall remain on the RIF List for a period up to August 31, in the third calendar year following their suspension, thereby granting to limited contract teachers a period of thirty-six (36) months on the recall list. Teachers who hold a continuing contract shall remain on the RIF List for a period up to August 31, in the sixth calendar year following their suspension, thereby granting to continuing contract teachers a period of seventy-two (72) months on the recall list. If a teacher on the RIF List has accepted employment with another district, at the time the teacher would be recalled, then the Board shall offer the recall to the teacher. Such teacher shall have ten (10) days after the date of the offer of recall to accept such position in writing and shall provide the Superintendent with a letter from the teacher's present employer stating that such employee shall be released from the teacher's contract so as to report to work in the District within fifteen (15) days of the offer of recall. If the teacher does not provide such a letter from the present employer and/or does not accept recall within ten (10) days of the offer of recall and/or does not report to work within fifteen (15) days, such teacher shall be removed from the recall list. If a teacher is offered reemployment and fails to accept the offer within ten (10) days, the teacher shall be immediately removed from the RIF List. After being removed from the RIF List, a teacher shall make application for

employment in accordance with established procedures if the teacher desires to be considered for employment by the Board.

E. Seniority shall not be the basis for a decision to recall a teacher, except when deciding between teachers who have comparable evaluations as defined in Section 308.10.

309.04 Continuous Service

As used in this Article, "continuous service" shall mean the time-period of the teacher's continuous employment in the District since the most recent date of hire by the Board of the teacher. Time spent on unpaid leave of absence and a RIF list shall be deducted when computing continuous service but shall not be considered a break in continuous service.

309.05 RIF List

Within fifteen (15) days after the Board sends out suspension notices, it shall prepare, post, and send to the Association President a RIF List. The RIF List shall state:

A. All positions in each area of certification/licensure affected by the RIF,

B. The names and length of continuous service of all teachers within each affected area of certification/licensure, and

C. Whether or not the teacher was suspended.

Copies of this list shall also be sent to each teacher on suspension. The list shall be kept current and updated copies shall be sent to the Association President and to each teacher on suspension.

309.06 Job Placement

Upon a written request from the employee, the Board agrees to reasonably aid any teacher removed through a RIF to find a comparable position in an area school.

ARTICLE 310: SCHOOL YEAR

310.01 Work Year (K-12)

The school year for teachers shall be one hundred eighty-four (184) days, which shall be no less than one hundred seventy-six (176) days with students in session, two (2) record days, and no more than six (6) in-service days. The in-service days shall be scheduled in a manner to allow the teachers time for grading and record completion at the end of the first three (3) marking periods.

On the last day of the first, second, and third marking periods, teachers shall participate in half-day professional development and half-day for teacher grading and record completion.

310.02 Work Year (Preschool)

The school year for preschool teachers shall be one hundred eighty-four (184) days, which shall include two (2) record days and at least two (2) in-service days. The in-service days shall be scheduled in a manner to allow the teachers time for grading and record completion at the end of the first three (3) marking periods. On the last day of the first, second, and third marking periods, teachers shall participate in half-day professional development and half-day for teacher grading and record completion.

310.03 In-Service Days

Two (2) in-service days shall be utilized for training purposes, curriculum improvement, and improvement of teaching, which shall be mutually planned by the administration and a committee of five (5) teachers appointed by the Association President (the first in-service day of each year shall be the first day that teachers are scheduled to report to work and the second in-service day shall be scheduled on a day mutually agreeable to the Board and Association). Schools shall not be in session on NEOEA Day and it shall be an unpaid day. Any additional in-service days shall be scheduled by the Superintendent after considering input from the Association President.

310.04 Winter Break

Every effort shall be made by the Board to provide in the school calendar for a ten (10) calendar-day break at the time of the winter holiday period.

310.05 Make-Up Days

In the event that the District elects to make up calamity days/hours, the makeup days/hours shall be scheduled by the Board following consultation with the Association. Teachers are not required to make up calamity days/hours except on days when students are in attendance. On such make-up days, teachers shall not receive additional compensation.

310.06 Staff Meetings

As a pilot program during the 2026-2029 Collective Bargaining Agreement, staff meetings will be held once a month in September, January and February after school. Bargaining unit members are required to stay for staff meetings, which must end no later than 4:15 p.m. Building principals shall notify bargaining unit members in their buildings of the required staff meeting dates

no later than September 1 of each school year. Bargaining unit members who work in multiple buildings will attend the meetings of the building where they spend the majority of their time. Bargaining unit members shall be paid curriculum rate for attendance at after-school staff meetings. During the 2028-2029 school year, a committee comprising the Superintendent, Building Principals, Union President and one (1) teacher from each building, shall meet to discuss this Section and make a recommendation as to continuation or adjustments for the bargaining teams to consider.

ARTICLE 311: STAFF REIMBURSEMENT FOR CLASS TRIPS

311.01 Day and overnight trips for the benefit of an entire grade of students may be approved by the Board. Each teacher coordinator/director of such a Board approved class trip shall be responsible for the planning, directing, and coordinating of the respective trips and shall be compensated as provided in the Supplemental Pay Schedule.

311.02 Since each of the trips requires extensive time and responsibility beyond the regular teaching days, the following method of reimbursement shall apply:

A. For each day of overnight trips, all teachers who serve as chaperones shall be paid in accordance with the Supplemental Pay Schedule.

B. For each day of overnight trips, one (1) teacher coordinator/director shall be paid in accordance with the Supplemental Pay Schedule.

ARTICLE 312: TEACHER WORKDAY

312.01 Workday

A. The workday for bargaining unit members shall be seven (7) hours and forty-five (45) minutes. The workday for all bargaining unit member may begin as early as 7:20 a.m. and end no later than 3:50 p.m. unless otherwise agreed upon by the Superintendent, Association President, and the affected employee. Within these time frames, each bargaining unit member shall have a minimum thirty (30) minute duty free lunch.

B. Teachers in grades K-5 shall receive specialist instruction time (art, music, physical education) of at least two hundred (200) minutes per week. Each K-12 teacher shall be guaranteed at least eighty (80) minutes of individual planning time each day (in increments of at least forty (40) minutes) during the workday.

C. Each preschool teacher shall be guaranteed at least one hundred twenty (120) minutes of individual planning time each week during the workday.

D. Each school counselor, school psychologist, and speech-language pathologist shall be guaranteed at least eighty (80) minutes of individual planning time each day (in increments of at least forty (40) minutes) during the workday.

E. Twice per month, K-12 and preschool teachers shall utilize a forty (40) minute block of individual planning time as collaborative planning time. Each K-12 and preschool teacher shall be guaranteed collaborative planning time.

F. Time when students are in the classroom cannot be considered individual or collaborative planning time. Some reasonable flexibility shall be allowed on days with scheduled faculty meetings, mandated testing weeks, professional development, and other special events, delayed start days, etc.

312.02 Location of Work

Teachers are required to be in their assigned buildings during the teacher's day. If it becomes necessary for a teacher to leave the building during a conference/planning period, prior approval shall have been obtained from the building principal or the building principal's designee. If a teacher plans to leave the building during lunch, the teacher shall inform the building principal or the building principal's designee.

312.03 Additional Duties

Elementary teachers shall not be assigned to supervise playground or cafeteria duty.

312.04 Secondary Class Assignments

During the secondary teaching day, no teacher shall have more than six (6) assignments. Each teacher shall receive conference/planning as set forth in 312.01. In addition, each teacher shall have one (1) uninterrupted thirty (30) minute lunch period.

If a secondary teacher (i.e. one who teaches in grades 8-12) voluntarily accepts assignment of more than six (6) instructional periods, s/he shall receive a stipend of:

$4,500 for full-year courses per instructional period beyond six (6) assignments; or

$2,250 for semester-long courses per instructional period beyond six (6) assignments;

in recognition of the fact that the teacher will receive only a minimum of forty (40) minutes of planning time per day, notwithstanding the language of Section 321.01. Payments under this Section shall be made in lump sums in the second pay in December (for first semester courses) and the second pay in June (for second semester and year-long courses).

Teachers in their first year of RESA are not eligible to accept a proposed additional assignment. The Superintendent and BEA President shall be notified of additional assignments before the schedule is finalized prior to the start of the school year.

ARTICLE 313: TEACHERS WHO TRAVEL

313.01 Travel time for teachers who are required to travel between buildings as part of the teacher's assigned daily schedule shall be reasonable, as determined by Superintendent or designee(s), given the circumstances of the teacher's assignment. Teachers shall not be responsible for unsupervised students during assigned travel time between buildings. Traveling between buildings shall not be an excuse for teacher tardiness.

313.02 Teachers who travel will be reimbursed at the current IRS rate if automobile travel is required between buildings. Reimbursement shall be made in a lump sum payment in the second pay of June following the school year in which the travel occurred.

ARTICLE 314: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

314.01 Name, Scope, and Number of Committees

The Brooklyn City School District Local Professional Development Committee ("LPDC") shall be the official licensing body for the District as provided for in R.C. 3319.22(F) and applicable laws. The LPDC shall operate district-wide in its scope and shall review course work and other professional development activities completed by educators within the District and used for the renewal of certificates and licenses. The approval of the LPDC is required and noted by an e-signer approving the application in the online system. Decisions of the LPDC are not subject to any of the grievance procedures set forth in this Agreement.

314.02 Committee Membership and Qualifications

A. The LPDC membership shall be comprised of three (3) certified representatives appointed by the Association, two (2) administrators appointed by the Superintendent, and one (1) alternate administrator appointed by the Superintendent. Terms of appointment shall be based on a fiscal calendar (i.e., July 1 to June 30). An LPDC member shall serve a

three-year term in a staggered format. An LPDC member may repeat service on the LPDC without interruption if so duly appointed.

B. Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one (1) of the LPDC's administrative representatives, cause a majority of the LPDC membership to consist of administrative representatives by reducing the number of certified representatives voting on the plan.

C. Each LPDC member shall have a minimum of three (3) years of prior professional experience.

D. In the case of a vacancy for a certified representative, a certified representative shall be appointed by the Association President. In the case of a vacancy for an administrative representative, an administrative representative shall be appointed by the Superintendent. Any representative appointed to fill a vacancy occurring prior to the expiration date of the term for which that representative was appointed shall hold office as an LPDC member for the remainder of that term.

314.03 Meetings and Compensation of Members

A. The LPDC shall meet as deemed necessary by the LPDC members working in collaboration with the Superintendent to review proposed plans and proposals for coursework, continuing education units ("CEUs")/professional development units ("PDUs") (i.e., contact hours), and equivalent activity points ("EAPs"). The time and location of LPDC meetings shall be determined by the LPDC members.

B. Three of five (3/5) LPDC members shall be present to conduct an LPDC meeting, a majority of whom shall be Association members. All rendered decisions of approval by the LPDC shall be based on at least three (3) affirmative votes.

C. Minutes of each LPDC meeting shall be available to each building, the Superintendent, Association President, LPDC members, and the Board Treasurer through a mutually agreeable method. The Board Treasurer shall maintain a copy of each LPDC meeting minutes as a public record.

314.04 Roles and Terms of Office

A. The LPDC shall elect a chairperson who shall serve for a one-year term. The LPDC Chairperson may repeat service on the committee without interruption if so duly elected. The duties of the LPDC Chairperson shall include, but are not limited to:

1. Presiding over all LPDC meetings.

2. Establishing a meeting calendar, call all meetings, and set all agendas.

3. Ensuring that LPDC and Individual Professional Development Plan ("IPDP") processes and procedures are followed.

4. Serving as a liaison to other District professional development committees.

5. Serving as the appeals process contact and liaison.

6. Serving as one of the LPDC reviewers of District educator professional development plans used for certificate/license renewals.

7. Suggesting training needs of LPDC members.

8. Registering to be an e-signer for the ODEW's online license renewal.

9. Overseeing the training for all new committee members.

B. The LPDC shall elect a secretary/recorder who shall serve for a one-year term. The LPDC Secretary/Recorder may repeat service on the committee without interruption if so duly elected. The LPDC Secretary/Recorder shall work with the LPDC, at the direction of the LPDC Chairperson, to ensure that the LPDC processes and communications are effective and efficient. The duties of the LPDC Secretary/Recorder shall include, but are not limited to:

1. Keeping accurate minutes of the LPDC meetings;

2. Keeping LPDC membership records up to date;

3. Maintaining a notebook or easily accessible electronic record of all committee activities; and

4. Serving as one of the LPDC reviewers of District educator professional development plans used for certificate/license renewals.

C. The LPDC shall adopt guidelines, forms, and procedures for the renewal of certificates and licenses. All decisions of the LPDC regarding guidelines, forms, and procedures shall be by a majority vote of the LPDC members.

314.05 Training

When needed, the Board shall schedule training for LPDC members related to the performance of their duties as LPDC members. When the training occurs during the school day, the Board shall provide substitutes at no cost to the Association and attendance at such scheduled trainings shall not constitute professional leave.

A. Training for all new LPDC members may occur between July 1 and August 30.

B. Such training may constitute an appropriate "equivalent" activity for LPDC members.

ARTICLE 315: BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION

315.01 Any person who is a candidate and is recommended for employment with the Board shall have a criminal background check conducted with respect to the teacher's application as required under R.C. 3319.39. A candidate may be conditionally employed until the Board receives the results of the criminal record check from the Bureau of Criminal Identification and Investigation ("BCII") and the Federal Bureau of Investigation ("FBI"). If such a candidate has been convicted of and/or plead guilty to any of the offenses as set forth in R.C. 3319.39(B)(l), R.C. 3319.31, or applicable laws, such candidate shall immediately be released from employment. The candidate shall be informed that the reason for such release was the BCII/FBI report. Upon release, neither the candidate nor the Association shall have any claim and/or grievance under this Agreement and/or under applicable laws. However, if within five (5) calendar days after the candidate's release, the candidate elects to challenge the BCII/FBI report as inaccurate, the candidate, at the candidate's request, shall be placed on an unpaid leave of absence pending the outcome of the candidate's challenge against the accuracy of the BCII/FBI report. Should the candidate subsequently (l) obtain from the BCII/FBI and (2) present the Board with a BCII/FBI report which clearly demonstrates that the original report was inaccurate and that the candidate is qualified for employment (e.g., has not been convicted or pleaded guilty to any of the offenses set forth in applicable statutes); then such candidate shall be (1) recalled from the unpaid leave of absence and (2) be placed in the conditional position or a similar position. If the ODEW adopts rules setting forth circumstances under which the Board may hire a person who (1) has been convicted of any of the offenses as set forth in R.C. 3319.39(B)(l), R.C. 3319.31, or applicable laws and (2) meets standards in regard to rehabilitation as determined by the ODEW; then the Board may consider the employment of such a candidate.

ARTICLE 316: LONG-TERM SUBSTITUTES

316.01 Pursuant to R.C. 3319.10, long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the sixty-first (61st) day of employment, all long-term substitutes shall receive a written contract of employment as a long-term substitute. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence. In addition, long-term substitutes may be placed in positions that become vacant after October 1. Long-term substitute contracts shall automatically expire at the end of the school year, or at the end of the need for a substitute, whichever comes first, and shall not be subject to the notice or evaluation requirements of R.C. 3319.11 and 3319.111.

316.02 The duration of employment of long-term substitutes shall be for the period specified in their contract of employment and shall automatically expire at the end of that term without either (1) action by the Board or (2) further notice to the long-term substitute. Long-term substitute teachers will be evaluated using the non-OTES evaluation format at least one time by a credentialed evaluator during the school year. The evaluation will not create an expectancy of continued employment with the Board.

316.03 The provisions of Article 309 and R.C. 3319.17 shall not apply to long-term substitutes. As a result, long-term substitute contracts may be suspended at any time without recourse as the needs of the Board so dictate. As Article 316 does not conflict with the applicable provisions of R.C. 3319.17 and applicable laws, this Article is permissible pursuant to R.C. 3319.17(D) and applicable laws.

316.04 Long-term substitutes shall be informed of their status upon employment.

316.05 Long-term substitutes who are (1) employed before October 1 and (2) placed into positions for a period of time anticipated to be in excess of sixty (60) days, shall be placed on the BA-0 step immediately. Long-term substitutes hired after October 1, beginning with the sixty-first (61st day of employment, shall be placed on the BA-0 step of the salary schedule.

316.06 If the employment of a long-term substitute extends beyond one (1) year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that such a long-term substitute worked a minimum of one hundred twenty (120) days of at least three and one-half (3.5) hours per day in the prior calendar year - i.e., three hundred sixty-five (365) calendar days.

ARTICLE 317: SELECTION OF SUBSTITUTES

317.01 Pursuant to R.C. 3319.10 and applicable laws, it shall be the responsibility of the District to secure properly licensed and certificated substitutes for classroom teachers who are absent.

317.02 Teachers shall have the right to request that the Superintendent remove from eligibility any substitute whom the classroom teacher feels is unqualified to substitute in the teacher's building. The Superintendent shall make all reasonable efforts to comply with the classroom teacher's request to the extent the Superintendent agrees with the teacher's request.

317.03 Teachers shall be asked to substitute only when a qualified full-day substitute cannot be found.

317.04 If a teacher is called upon to substitute during a period normally unassigned, that teacher shall be paid the schedule amount per period or major fraction thereof. Less than one half (0.50) period substitution and any voluntary substitutions arranged between equally qualified teachers shall not be compensated.

317.05 If a normal rotation assignment does not fill the needed substitution, the Superintendent or designee(s) can assign the teacher next on the rotation list to substitute with compensation.

317.06 If, and only as a last resort because of substitute unavailability, three (3) or more students are placed into another class or six (6) or more students are placed into a teacher's study hall, the teacher of that class or study hall shall be compensated at the period substitution rate. If, and only as a last resort because of substitute unavailability, a class is split and put into several classes and/or a teacher's study hall, the receiving teachers shall equally split the period substitution amount (i.e., the number of periods substituted at period substitution rate divided by the number of teachers splitting the class equal to the total reimbursed period substitution rate/teacher). Additionally, administration shall make every attempt to fill intervention support positions (i.e., intervention specialists and Title I tutors) with daily substitutes and period subbing opportunities. If Title I tutors or intervention specialists are reassigned to another position for the day, those staff members who have been reassigned shall receive two (2) period substitute stipends for planning and preparation purposes (half-day reassignment shall equal to one (1) period substitute stipend).

317.07 No bargaining unit member will substitute for members of any other bargaining unit.

ARTICLE 318: THIRD GRADE GUARANTEE

318.01 Unless mandated by ODEW, no teacher shall be required to take any state assessment(s) related to the implementation of the Third Grade Guarantee or related to credentialing of teacher in order to comply with the requirements of the Third Grade Guarantee.

ARTICLE 319: IEP WRITING

319.01 At the start of the school year, the principal and intervention specialists will develop schedules for two (2) IEP writing days. If there are conflicts with a scheduled date(s), the bargaining unit member and building principal will mutually reschedule the date(s) in conflict.

319.02 The writing of IEPs on release days must occur in-District but does not need to occur at the bargaining unit member's assigned building.

ARTICLE 400
AUTHORIZED ABSENCES

ARTICLE 401: UNPAID LEAVE OF ABSENCE

401.01 Pursuant to R.C. 3319.13 and upon the recommendation of the Superintendent only, the Board may consider a request for unpaid leave. The decision as to whether to grant such leave rests solely with the Board.

401.02 When a bargaining unit member returns to work after using unpaid leave, the bargaining unit member shall be placed in a position for which the bargaining unit member is qualified.

ARTICLE 402: PARENTAL LEAVE OF ABSENCE

402.01 A certificated/licensed employee who becomes a parent, stepparent, or legal guardian or custodian of a child, shall be eligible for a parental leave of absence without pay providing such employee has completed a minimum of one (1) year of successful employment in the District. Such leave shall commence within thirty (30) days of the date of birth or obtaining custody in an adoption/guardianship of a child less than six (6) years of age, or at the conclusion of any authorized leave to which the bargaining unit member is otherwise entitled. A teacher may take up to six (6) weeks unpaid leave for purposes of qualifying for adoption of a child and may then commence an unpaid parental leave of absence under this Article later in the same school year. Employees on any authorized parental leave shall fulfill their leaves as originally approved.

402.02 A written request for a parental leave of absence shall be submitted to the Superintendent or the Superintendent's designee no later than three (3) weeks prior to the effective date of such leave.

402.03 Parental leave may be for the remainder of the present school year, if the birth or adoption placement occurs after the start of classes in the fall, and an additional one school year as requested by the certificated/licensed employee. For parental leave events (birth, adoption, custody) occurring after May l through the summer months, teachers are entitled to two consecutive school years of parental leave. Such request for the additional parental leave shall be submitted no later than April l, preceding the school year for which such leave is requested. If such request is not submitted by April 1, then the teacher's parental leave is deemed not to extend into the next school year. In the event the parental leave commences after April l, the request for the extension of the leave for the following school year shall be submitted at the earliest possible date but in no event later than June 15 preceding the school year for which such leave is requested.

402.04 At the conclusion of parental leave, the employee shall be reinstated in a comparable position at the beginning of the succeeding school year unless such employee has been properly laid off in accordance with the Reduction in Force Policy. However, if the employee submits a request to return at a time other than the beginning of a school year and a vacancy is available, the Superintendent may then assign that employee to the vacancy for which the teacher is certified/licensed.

402.05 A certificated/licensed employee who takes a parental leave of absence shall retain the teacher's seniority acquired at the time of taking the leave, and shall begin with the same seniority upon returning to work.

402.06 Any certificated/licensed employee returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during such parental leave.

402.07 Any certificated/licensed employee on parental leave shall have the right to continue any or all group insurance coverages upon reimbursing the Board the group premium rate for that insurance coverage taken while on such leave. The teacher shall reimburse the Board the total monthly premium within the first ten (10) days of each month of such coverage.

402.08 Parental leave of absence for adoption purposes shall consist of all the rights, obligations, and benefits granted to those certificated/licensed employees under the aforementioned parental leave provisions.

ARTICLE 403: PERSONAL LEAVE

403.01 Pay for personal leave of absence due to situations of a personal nature over which the employee has no control shall be allowed to a maximum of three (3) unexplained personal leave days per year. Unused personal days at the end of each year shall be converted to sick leave and accumulate as such.

403.02 Limitations and Exceptions: Personal leave, except for funerals, or situations deemed to be extreme emergencies and/or significant unavoidable commitments, shall not be granted on days immediately preceding or following a vacation holiday (first report day of the school year, Labor Day, Thanksgiving, Winter break, Martin Luther King Jr. Day, Presidents' Day, Spring break, Memorial Day, and the last work week of the school year). Examples of "unavoidable commitments" include, but are not limited to, weddings, graduations, religious ceremonies, and other similar events over which the teacher has no control. The following are examples of reasons which are not valid uses of paid personal leave of absence:

A. Gainful employment (except if a teacher is employed under a supplemental contract in another school district and is required to attend an event due to

the fact that one of the teacher's students is participating in the event, such leave shall not be deemed to be gainful employment).

B. Vacation.

403.03 No more than ten percent (10%) of the staff in any building may be on personal leave on any one day. In emergency situations this percentage may be exceeded with the approval of the Superintendent. The ten percent (10%) limitation shall be met on a first come first served basis.

403.04 Personal leave shall be used in a minimum of one-quarter (0.25) day increments.

403.05 Personal Leave shall not be taken on Professional In-service or Parent/Teacher Conference days, except in cases of emergency.

403.06 Personal Leave Request Forms/Electronic Absence Management System Submissions: Teachers shall submit personal leave requests to the Superintendent or designee(s) using the Personal Leave Form or electronic absence management system - as determined by the Superintendent or designee(s) - at least twenty-four (24) hours in advance of the day for which personal leave is being sought unless there is an extreme emergency in which case the Personal Leave Form or electronic absence management system submission shall be submitted as soon as practicable before the day in which personal leave is being sought. The Personal Leave Form or electronic absence management system submission shall be returned to the Superintendent or designee(s), who shall either (1) initial the form and return one (1) copy to the teacher before the date of the leave or (2) complete the electronic absence management system submission process. Failure to submit a request twenty-four (24) hours in advance shall not be a basis for denial of leave but shall be treated as an emergency situation.

A. Falsification of a personal leave request form or use of personal leave for an invalid reason as set forth in this Agreement, may result in suspension or termination of employment in accordance with R.C. 3319.16.

B. Upon approval of the Superintendent and the Board, unpaid personal leave may be granted in unusual circumstances. Written requests for such unpaid leave shall be submitted to the Superintendent at least thirty (30) days before the leave is to commence. If circumstances prohibit submission of a request for unpaid leave thirty (30) days in advance, the request shall be submitted at the earliest possible time.

ARTICLE 404: SICK LEAVE

404.01 Sick leave shall be earned and accrued in accordance with the applicable provisions of R.C. 124.38 and R.C. 3319.141. Sick leave shall be used for the purposes set forth in R.C. 3319.141. Additionally, sick leave to a maximum of six (6) weeks shall be granted for the birth of a bargaining unit member's child via vaginal delivery and a maximum of eight (8) weeks shall be granted for the birth of a bargaining unit member's child via C-section. Consistent with FMLA, summer break, winter break and spring break shall not count against a member's 6 or 8 weeks of parental leave.

404.02 Sick leave shall accumulate for teachers at the rate of one and one-quarter (1.25) days per month not to exceed fifteen (15) total days per year. The accumulation of unused sick leave shall be unlimited.

404.03 Sick leave shall be used in a minimum of one-quarter (0.25) day increments.

404.04 To assist in the determination of staff employment needs, any employee who can anticipate a need to use sick leave, as is the case with employees who become pregnant or who schedule surgery, shall notify the Superintendent of the need for the sick leave in writing within a reasonable time after the employee learned of the need, and of the anticipated date(s) of absence when the doctor informs the employee of that date.

404.05 A teacher who is new to the District or has exhausted all sick leave shall be advanced up to five (5) days of sick leave annually to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1.25) days per month. Nothing in this Agreement shall be considered to create an expectation that unpaid leave shall be granted to any teacher who is new to the District or has exhausted all sick leave and advancements. Nor shall anything in this Agreement preclude the Board from docking any such teacher's pay and/or in taking appropriate disciplinary action for any unauthorized leaves of absence.

404.06 Sick leave shall be granted as requested for the death of a spouse or child. Sick leave up to a maximum of five (5) days shall be granted for other deaths in the immediate family. Immediate family refers to mother, father, brother, sister, niece, nephew, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, and grandparent (in-law) or any member of the

family or household who clearly stands in the same relationship with the teacher as any of these.

404.07 Medical verification shall be required if the sick leave extends beyond the normal period of confinement. A normal period of confinement is that period of time determined by the medical community as necessary for the recovery from a specific medical problem.

404.08 Sick Leave Bank

A. Each teacher may, on a voluntary basis, contribute one (1) day per year to a Sick Leave Bank. Each teacher wishing to do so shall notify the Board Treasurer by October I of the teacher's notice to contribute and shall authorize the Board Treasurer to reduce by one (1) day that teacher's accumulated unused sick leave total. The Treasurer shall then deduct that day from the teacher's total accumulation and credit that day to the Sick Leave Bank. By November 1, the Treasurer shall notify the Association President of the number of days available in the Sick Leave Bank. The Association President shall notify the Board Treasurer when days are to be credited to teachers in need of sick leave days. This notice shall identify to whom the days are to be credited and the number of days to be so credited. The Association Executive Committee shall establish a policy regarding the utilization of days drawn from the Sick Leave Bank. The Association Policy and Forms are included as Appendix E and Appendix F.

B. Total sick leave bank accumulation shall be "capped" at three hundred (300) days. Thereafter, no additional donations shall be accepted until the overall bank accumulation falls below two hundred (200) days.

404.09 Any pregnant ce1tificated/licensed employee who prefers not to use accumulated paid sick leave, or who exhausts her accumulated sick leave credit, may apply for a parental leave of absence without pay or benefits.

404.10 Teachers shall receive a stipend of One Hundred Dollars and Zero Cents ($100.00) for not using any sick days during each semester. Teachers who have not used a sick day the entire year shall receive an extra stipend of One Hundred Dollars and Zero Cents ($100.00) at the end of the school year. The death of an immediate family member shall not count against a teacher using sick time for the purposes of receiving a stipend under this section.

ARTICLE 405: FALSIFICATION OF LEAVE

405.01 Falsification of sick leave or any communication from a licensed medical professional is grounds for termination under R.C. 3319.16.

ARTICLE 406: LEAVES OF ABSENCE FOR PROFESSIONAL GROWTH

406.01 Pursuant to R.C. 3319.131, the Board may consider requests for professional growth leave. The decision as to whether to grant such leave rests solely with the Board.

406.02 When a teacher returns to work after using professional growth leave, the teacher shall be placed in a position for which the teacher is qualified.

406.03 A teacher who has completed five (5) years of service in the Brooklyn City Schools may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters, subject to the following conditions:

A. The teacher shall present the superintendent with a plan for professional growth.

B. At the conclusion of the leave the teacher shall provide evidence that the plan was followed.

C. The teacher shall enter into a contract agreeing to return to the District at the end of the leave for a period of at least three (3) full school years.

D. The teacher shall receive a salary during the leave which shall be the difference between the substitute's pay and the teacher’s expected salary.

E. No more than five percent (5%) of the professional staff may take such leave at any one time.

F. No teacher shall be entitled to such leave more than once for each five (5) years of service in the Brooklyn City Schools.

G. A second leave shall not be granted to a teacher when other members of the staff have filed a request for such a leave which would exceed the five percent (5%) limit.

H. There shall be available a satisfactory substitute to take the teacher’s place while on leave.

I. The teacher may maintain the teacher's insurance coverage by paying ninety-five percent (95%) of the monthly premium, to be received by the Treasurer prior to the first day of each month.

J. Upon return from such leave and submission of proof of satisfactory documentation that the teacher successfully completed the sabbatical program, the Board shall grant the teacher one half (Y2) or one (1) year of

teaching experience on the District's salary schedule commensurate with the length of leave.

ARTICLE 407: ASSAULT LEAVE

407.01 The Board shall provide assault leave to a teacher who is absent due to a physical or serious emotional disability resulting from an assault by a student, by a parent or guardian, by a trespasser or due to an injury while mediating a dispute which occurs in the scope of an employee's Board employment. The Board shall maintain the teacher on full -pay status up to a maximum of twenty (20) school days under the following provisions:

A. The teacher who has been assaulted shall furnish a written, signed statement on forms provided by the Board to justify the use of assault leave. In addition, any teacher seeking assault leave shall, upon request of the administration, file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.

B. If medical attention is required, a ce1tificate stating the nature of the disability and its duration from a licensed physician shall be provided before assault leave can be approved for payment.

C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under R.C. 3319.16.

D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under R.C. 3319.141 or leave granted under regulations adopted by the Board pursuant to R.C. 3319.08.

E. If a certified/licensed employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide only such additional compensation as shall provide said teacher with the same gross income the teacher was receiving at the time of the teacher's assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to, or more than the teacher's normal per diem rate, the excess payment, from the effective date of the initial award of Workers' Compensation, shall be returned to the Board. The employee shall be encouraged to pursue litigation against the person(s) perpetrating the assault.

F. Any amounts received through disability insurance coverage shall be deducted from assault leave payment. Failure to notify the Board of all amounts received from disability insurance coverage shall result in

cancellation of assault leave and recovery of all assault leave payments and may be grounds for suspension or termination of employment pursuant to R.C. 3319.16.

G. Assault leave payment shall terminate if and when the teacher becomes eligible for disability retirement.

H. Any exception beyond those set forth in this Agreement may be recommended by the Superintendent and approved by the Board.

ARTICLE 408: NON-COMPENSATED LEAVE

408.01 Up to ten (10) days of uncompensated leave may be granted to a teacher at the discretion of the Superintendent. Since such uncompensated leave is discretionary, nothing herein shall create an expectancy that such leave shall be granted. Teachers must exhaust paid leave before non-compensated discretionary leave will be granted. Disciplinary action may be taken for any unauthorized leave.

ARTICLE 409: JURY/WITNESS LEAVE

409.01 Any teacher who is absent from the teacher's work assignment for jury duty or as a subpoenaed court witness shall be granted leave without loss of pay. Members serving on a jury will not be required to remit jury duty pay or other emoluments received by the court to the Board of Education.

ARTICLE 410: FAMILY MEDICAL LEAVE ACT

410.01 The Parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), and as set forth in this Agreement.

410.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave (up to twenty-six work weeks in the case of leave to care for a covered service member as set forth in this Article) during the twelve (12) month period commencing with the first use of the leave.

A. The birth of a son or daughter, and to care for the newborn child within one year of the birth.

B. The placement with the employee of a son or daughter for adoption or foster care within one year of the adoption or placement.

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

E. Because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on (or has been notified of an impending call to) "covered active duty" status in the Armed Forces.

F. An eligible employee who is the spouse, son, daughter, parent or next of kin (nearest blood relative) of a "covered service member" is entitled to leave to care for that service member.

410.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth in this Agreement.

410.04 No employee shall lose seniority during the period of paid time off which is attributable to FMLA.

410.05 Eligible employees shall be required to certify their request for FMLA thirty (30) days in advance by use of the appropriate Department of Labor ("DOL") Form when possible.

410.06 Sick leave events which continue two (2) weeks or more shall require completion of an appropriate DOL Form.

410.07 Eligible employees shall be required to recertify their request for FMLA leave every thirty (30) days, unless the reason for the leave is the birth or adoption of the employee's child, in which case no recertification is necessary during the FMLA period.

410.08 Leave for the birth or adoption of a child or for the placement of a child in foster care may be taken on intermittent or reduced schedule upon approval of the Superintendent, which approval shall not be unreasonably withheld.

410.09 Employees shall be obligated to pay the employee share of health care premiums on the regular pay day. The Board shall cease to pay the Board's share of the premium if the employee's payment is more than thirty (30) days late.

ARTICLE 500
INSURANCE, SALARY, AND OTHER COMPENSATION ITEMS

ARTICLE 501: INSURANCE PROGRAM

501.01 The Board shall provide all certificated employees covered by this contract with a hospitalization program, medical, dental, life insurance and all previously negotiated riders to the basic coverage. The Board shall comply with all applicable provisions of the Affordable Care Act and shall undertake all reasonable efforts to promptly notify employees of changes to the plan design that may occur because of such compliance.

501.02 Proportionate Shares

A. The Board shall provide through a carrier single and family coverage for hospital, surgical and major medical insurance that is the same or is substantially equivalent to the Anthem Insurance Plan that is in place during the Insurance Year 2026. Although the Board has the authority to change insurance carriers, the coverage must remain the same or equivalent. Network - $250/$500 Deductible. 80% Coinsurance. Coinsurance Maximum $500/$1,000. Non-Network - $500/$1,000 Deductible. 60% Coinsurance. Coinsurance Maximum $1,000/$2,000. $10 Primary Care Office Visit, $20 Specialist Visit, $30 Urgent Care, $50 E.R. (waived if admitted). Prescription drug coverage shall be $15 Generic/$30 Formulary/$45 (Non-Formulary) Copay (Retail). $30 Generic/$60 Formulary/$90 Non-Formulary Copay (Mail Order). Dental and Vision care as was or similar to coverage provided during the 2022-2023 school year; and Term Life Insurance in the amount of $50,000.

B. The Board shall pay ninety-five percent (95%) of premium costs with the employee paying five percent (5%) during the life of this contract.

C. For employees hired after April 30, 2003, the Board shall pay eighty-five percent (85%) of premium costs in effect during the life of this contract with the employee paying fifteen percent.

D. The Board may offer alternate single and family coverage for all eligible employees (i.e., defined as full-time under the Affordable Care Act) for hospitalization insurance and major medical. The cost to the employee shall not exceed $90 per month. The specifications of this plan shall be determined solely by the Board to meet the requirements specified in the Affordable Care Act.

501.03 Medicare premium payments for teachers who are sixty-five (65) years of age or older and are enrolled in the Medicare Plan shall be paid by the Board in lieu of payment for insurance listed in Article 501.01.

501.04 Flu shots shall be provided by the Board at a Board facility, once a year between October 1 and November 30. Employees' participation shall be on a voluntary basis.

501.05 If a wife and husband are both bargaining unit members, the Board shall pay the full family premium costs for one (1) insurance plan if the couple takes one coverage. These individuals are not eligible for the health incentive plan.

501.06 For employees new to the District after April 30, 2003, the Board shall pay eighty-five percent of the pro rata share of premium costs for a single insurance plan for a part-time employee, i.e., if a bargaining unit member works half (1/2) time, then the Board would pay eighty-five (85%) of half (1/2) of the single premium cost. These part-time employees are not eligible to purchase family coverage.

501.07 Part-time employees as of April 30, 2003, shall be able to continue their health participation per Article 201.01.

501.08 Health Insurance Incentive Plan: The Board has implemented the following Health Insurance Incentive Plan (Appendix D-2):

A. Eligible Participants: Bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance coverage status and bargaining unit member new to the District during the duration of this negotiated agreement.

B. Plan Benefits: Each eligible plan participant shall receive an incentive payment equal to thirty (30%) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment shall be made monthly beginning with the first month following acceptance of the application and that such payments shall be subject to all applicable withholding including, but not limited to State Teachers Retirement System of Ohio ("STRS") contributions, and federal, state, and local income tax.

C. To participate in the Health Insurance Incentive Plan, the bargaining unit member shall complete an Election Agreement for this plan. The bargaining unit member shall be able to elect to exchange coverage for cash compensation on the later of the bargaining unit member's date of employment or the date the bargaining unit member becomes eligible for medical benefits.

D. Generally, the bargaining unit member shall not be permitted to change the bargaining unit member's election to participate in the Plan or to vary the

level of benefits the bargaining unit member has selected during the Plan Year. Plan Years begin each October 1 and end on September 30.

E. However, the bargaining unit member may change the bargaining unit member's previous election if the bargaining unit member has a "change in family status." A change in family status is defined in Internal Revenue Service ("IRS") regulations as follows:

1. The bargaining unit member becomes divorced or legally separated from the bargaining unit member's legal spouse.

2. The bargaining unit member's spouse, dependent, or beneficiary dies.

3. The bargaining unit member become permanently disabled.

4. The bargaining unit member marries.

5. The birth or legal adoption of a person who qualifies as the bargaining unit member's dependent.

6. Termination or commencement of the bargaining unit member's spouse's employment.

7. The bargaining unit member switches from part-time to full-time, or vice versa.

8. The bargaining unit member or the bargaining unit member's spouse takes an unpaid leave of absence.

9. There is a significant change in health coverage for the bargaining unit member or the bargaining unit member's spouse due to the bargaining unit member's spouse's employment.

F. Unless the bargaining unit member has a change in family status, the bargaining unit member shall only be permitted to change the bargaining unit member's election in September, which becomes effective on October 1 of the following Plan Year.

G. If the bargaining unit member's employment is terminated during the Plan Year, the bargaining unit member's active participation in this plan shall cease and the bargaining unit member shall not be able to receive benefits elected under this Plan.

H. The Board bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Board and are self-administered by the Board.

I. The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status, and rights of any person claiming benefits under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent shall be consistent with the terms and conditions of any applicable collective bargaining agreement.

J. While it is anticipated that the Summary Plan Description adequately describes the material provisions of the Plan, it is the plan document which ultimately governs the Plan along with rules and regulations and other procedures developed by the Superintendent.

K. If any benefit provided under this Plan is denied, the bargaining unit member or the bargaining unit member's beneficiaries may request a full review by writing to the Plan Administrator within sixty (60) days of the denial. Be sure to state in the bargaining unit member's letter why the bargaining unit member believes the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision shall be returned to the bargaining unit member in writing not later than sixty (60) days after the bargaining unit member requests the review. However, if additional information is required, the review may take longer but in no circumstances shall this decision be rendered later than one hundred twenty (120) days after the bargaining unit member's request.

L. Nothing in this Plan or this Summary Plan description in any way creates an expressed or implied contract of employment.

M. The Board intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Board reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

N. As a participant in the Brooklyn City School District Health Insurance Incentive Plan, the bargaining unit member is entitled to certain rights and protections:

    1. Examine without charge at the Plan Administrator's office all plan documents, including collective bargaining agreements and copies of all plan documents.

2. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

O. If the bargaining unit member's claim for a benefit is denied in whole or in part, the bargaining unit member shall receive a written explanation of the reason for the denial. The bargaining unit member has the right to have the plan review and reconsider the bargaining unit member's claim.

P. The Health Insurance Incentive Plan Application is attached hereto and incorporated herein at Appendix D-1.

501.9 Suburban Health Consortium Working Spouse Coverage

A. If an bargaining unit member's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by the spouse's employer or any public retirement plan, the spouse shall enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

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

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

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

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

and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

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

501.10 Health Care Committee

A. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision and prescription), and recommending changes to the District's plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish by-laws/ground rules and the parties recognize that no by-law/ground rule can supersede or conflict with the provisions herein.

B. The committee shall consist of two (2) representatives from each recognized bargaining unit and two (2) administrators. Each representative must be an active participant in a District-provided group health care plan.

C. The health care committee shall have the authority to recommend alterations to the District's plan and benefit levels by a majority vote, to the extent permitted by any consortium of which the District is a member. The health care committee shall also have the authority to recommend a change in consortium through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Board in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the District's consortium and plan provider. A timely and valid recommendation option of the health care committee, provided it meets any applicable requirements of a consortium to which the District belongs, will be ratified by both parties prior to adoption.

D. If the health care committee fails to submit a timely and valid recommendation for the following plan year, the District will maintain the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in this Agreement.

ARTICLE 502: PROFESSIONAL MEETINGS

502.01 Teachers wishing to attend a professional meeting or pursue professional growth opportunities shall submit their request to both the building principal and Superintendent for approval.

502.02 If a teacher's request is approved, the building principal shall notify the teacher of the maximum expenditure for such approval. These days shall be charged as Professional Development.

502.03 Upon return from an approved professional development leave, the teacher shall provide the Board Treasurer with receipts displaying expenditures to receive proper reimbursement.

502.04 Expenses

A. Travel: The Board shall pay transportation costs not to exceed the amounts shown below, dependent on whichever is more expedient and/or economical:

1. Per Mile: IRS rate in effect at the time of the travel.

2. Air Coach Fare: $500.00

B. Lodging and Meals for Overnight Trips: The Board shall pay the per diem costs for lodging and meals not to exceed the amounts shown below:

1. Lodging for Overnight Trips

   a. If one (1) teacher attends, $100.00.

   b. If two (2) or more teachers attend, $65.00 per teacher.

2. Meals for Overnight Trips: $59.00 maximum per day ($14.00 for breakfast, $16.00 for lunch, $29.00 for dinner). Higher cost cities will be considered at the time of travel based on current IRS rates.

3. Registration Fee: Registration fees shall be paid by the Board. Any part of the registration fee that includes membership dues shall not be paid by the Board.

4. All statements of expenses shall be accompanied by the original receipts for transportation, lodging, and meals. The final summary statement shall be on a form provided by the Board Treasurer. If receipts and statements of expenses are not presented, expenses shall not be paid by the Board.

502.05 When a teacher is requested by the Superintendent or designee(s) to attend professional meetings during the school year, such teacher shall receive a stipend of Fifty Dollars and Zero Cents ($50.00) for any meeting outside of Cuyahoga County that requires attendance or travel outside of the scheduled teacher workday.

502.06 When a teacher is requested by the Superintendent or designee(s) to attend professional meetings that are held inside the State of Ohio but outside the school calendar, teachers shall receive the supplemental curriculum writing rate for time spent at the meeting. When requested by the Superintendent or designee(s) to attend professional meetings that are held outside the State of Ohio and outside of the school calendar, such teacher shall receive a stipend of One Hundred Dollars and Zero Cents ($100.00) for each day spent at the meeting.

ARTICLE 503: SEVERANCE PAY

503.01

A. Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has five (5) or more years of service under STRS may elect at the time of the teacher's retirement from active service to receive severance pay in the amount equal to thirty-two percent (32%) of the teacher's accrued but unused sick leave days to a maximum of three hundred ten (310) days times the per diem rate of said employee's yearly contractual salary in effect at the time of retirement. Computation shall be carried out to the nearest one-fourth (.25) of a day.

B. Any full-time teacher who becomes a part-time teacher at any time during their five years prior to retirement shall have their severance calculated as if they are a full-time teacher.

C. Any employee who elects the Lump Sum Retirement Buyout shall receive the teacher's severance pay in one payment within sixty (60) days following the retirement.

503.02 Supplemental contracts, overtime, or any other compensation shall not be included in the calculation.

503.03 As used herein, the word “retirement” means “full permanent retirement” regarding age and years of service as defined by STRS.

503.04 Any employee who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have “retired” the day preceding the teacher's death. Said payment for such accrued sick leave shall then be paid to the teacher's surviving spouse and/or to the teacher's estate in the manner provided by law.

503.05 Any teacher who gives notice of their retirement on or before February 1 of the effective year of the retirement shall be entitled to a stipend of $500.

ARTICLE 504: SALARY DISTRIBUTION

504.01 The annual salary shall be divided into twenty-six (26) payments as appropriate and shall be made every other Friday as per pay schedule listed in Appendix C. On occasional years, when the twenty-seven (27) pay cycle would occur, a form shall be sent by the Treasurer with the first paycheck in June notifying the bargaining unit of the twenty-seven (27) pay situation for the next school year.

504.02 All teachers shall be paid through direct (electronic) deposit. On each pay date, teachers shall have the ability to access their payroll data via a secured web account that shall be provided by the Board.

ARTICLE 505: SUPPLEMENTAL PAY SCHEDULE

505.01 The Supplemental Pay Schedule for the duration of this Agreement is set forth as follows:

A. 2026-2027 School Year= $39,072 Base. See Appendix A.

B. 2027-2028 School Year= $39,463 Base. See Appendix A.

C. 2028-2029 School Year= $39,858 Base and Frozen. See Appendix A.

The Board and Administration reserve the right to create new supplemental positions, and to restructure positions (provided duties are not increased during the term of an individual's supplemental contract). If a new position is created, or if the duties and time commitments of a present position are materially changed, then either party may request negotiations as to the appropriate rate for the position. Upon such a request, negotiations shall commence within ten (10) days. If the Parties cannot agree within fifteen (15) days, the dispute shall be submitted to expedited arbitration.

505.02 Supplemental Salary Committee

A. A Supplemental Salary Committee shall address any necessary modifications to all supplemental contracts. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:

1. The determination of the appropriate compensation for any newly added or restructured supplemental positions.

2. Changes in the present supplemental salary schedules.

3. Increasing/decreasing the number of coaches and/or advisors.

4. Create new supplemental positions.

B. This Committee shall meet once each year or more often upon agreement of a majority of the Committee.

C. Any action of the Committee shall be in writing, signed by a three-fourths (.75) majority of the full membership of the Committee.

D. The work of the Committee shall continue on an annual basis. Once a majority is achieved on all modifications to supplemental contracts, each teacher shall be issued a copy of an updated schedule of the revised version of this Article by May 1, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement for the following contract year.

505.03 Extended Days

A. Unless otherwise mutually agreed, media specialists shall receive a minimum of four (4) extended days prior to and four (4) extended days at the end of each school year as defined in Article 310.01 at the per diem rate of pay of that person's base salary.

B. Unless otherwise mutually agreed, each school counselor, school psychologist, and speech-language pathologists shall receive a minimum of five (5) extended days prior to and five (5) extended days at the end of each school year as defined in Article 310.01 at the per diem rate of pay of that person's base salary.

C. Additional extended days may be granted at the request of either the individual or the building principal with the approval of the Superintendent.

D. The teacher workday set forth in Article 312.01 for school counselors may be adjusted upon agreement of the Administration to consider hours spent for evening responsibilities.

E. Notwithstanding Article 312.01, the teacher workday set forth in Article 312.01 for preschool teachers shall be adjusted by the Administration and as scheduled by the Administration after considering input from the preschool team and Association President, and with no additional compensation to the preschool teacher for evening responsibilities as set forth in Article 305.03.

ARTICLE 506: SALARY SCHEDULE

506.01 Base Salary

A. 2026-2027 School Year: Commencing July 1, 2026, and ending June 30, 2027, the BA base salary on the 2025-2026 school year index shall increase by three percent (3.00%). See Appendix B-1.

B. 2027-2028 School Year: Commencing July 1, 2027, and ending June 30, 2028, the BA base salary on the 2026-2027 school year index shall increase by two and one-half percent (2.5%). See Appendix B-2.

C. 2028-2029 School Year: Commencing July 1, 2028, and ending June 30, 2029, the BA base salary on the 2027-2028 school year index shall increase by two percent (2%). See Appendix B-3.

506.02 Longevity Step

Longevity payments shall be paid to teachers in Class IV or Class V at the following steps and in the following amounts:

Steps	**Amount Per Year**
14.5 through 17.5	$350
18.5 through 22.5	$475
23.5 through 26.5	$600
Beginning with Year 2 at Step 27	$1,600

506.03 Salary Schedule Placement

A. Bargaining unit members shall be placed on the salary schedule according to the highest degree they have attained. The masters column and beyond shall be graduate hours.

B. Teachers new to the District shall receive a maximum of seven (7) years' credit for their prior service with the following exceptions.

1. STRS retirees may be rehired and granted from a minimum of five (5) years' to a maximum of ten (10) years' credit for their prior service.

2. Teachers in the following areas may be granted up to ten (10) years credit for their prior service: (school psychologist, school counselor, intervention specialists, science teachers, math teachers and speech and hearing pathologists).

C. All credit for additional training shall be presented to the Superintendent for consideration within three (3) weeks after the first teacher day at the beginning of the school year. The Superintendent may extend this period by four (4) weeks due to unusual circumstances.

D. A minimum of one hundred twenty (120) days of service in one school year shall be required to advance one year on the salary schedule. Teachers earning a minimum of ninety (90) days through one hundred nineteen (119) days of service in one school year shall advance half of one year (50%) year on the salary schedule.

ARTICLE 507: TUTORS AND EDUCATIONAL ASSISTANTS

507.01 Tutors and educational assistants shall conduct parent conferences in the same manner and at the same schedule as do regular classroom teachers. During such time, the tutors shall be paid at their hourly rate.

507.02 Tutors and educational assistants shall attend scheduled open houses and shall be paid their hourly rate for such attendance.

507.03 Tutors and educational assistants shall be evaluated in accordance with the provisions of Article 308 and shall have all rights thereunder.

507.04 Certificated/licensed education assistants shall acquire and retain seniority rights only for the certificated/licensed position of education assistant. A reduction in force affecting the position of certificated/licensed education assistant shall accord layoff, bumping, and recall rights to the position of education assistant. Certificated/licensed education assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.

507.05 Tutors and education assistants shall be entitled to all other rights and benefits set forth in the Agreement for bargaining unit members.

507.06 Tutors and Education Assistants Salary Schedule (same % increase as base) is provided on Appendices C-1 to C-3.

ARTICLE 508: RETIREMENT INCENTIVE PLAN AND EMPLOYMENT OF RETIRED TEACHERS

508.01 Employment of Retired Teachers: The Parties agree to abide by the following terms and conditions relating to the employment or reemployment of teachers following such teachers' service ("STRS") retirement. Specifically, the Parties agree that:

A. The Board is under no obligation to employ any retired teacher and the Parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Brooklyn City Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement shall be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.

B. Retired teachers who are rehired are eligible to participate in the Board's health insurance coverage on par with any other teacher as specifically provided for in this Agreement.

C. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be in accordance with Article 507 .03. Likewise, notwithstanding R.C. 3317.13, salary placement for years of service granted for retired teachers previously employed by the Board shall be in accordance with Article 507.03. Salary placement for the appropriate education column shall be fully recognized. The Parties expressly agree and fully intend this provision to supersede and take precedence over and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to R.C. 3317.13.

D. Seniority for retired teachers newly hired by the Board as well as for Brooklyn teachers returning to employment with the Board after retirement shall be zero (0) upon such employment and any subsequent re-employment.

E. Teachers employed by the Board after retirement are restricted to one-year limited contracts of employment and are not eligible for continuing contract status.

F. For purposes of reduction in force (Article 309) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers shall not have any of the bumping rights set forth in the negotiated agreement.

G. There shall be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers shall accrue sick leave at a rate of one and one-fourth (1.25) days per month and be provided an advancement of up to five (5) days of sick leave, if necessary. Sick leave may accumulate from year to year for retired teachers in accordance with R.C. 3319.141.

H. Teachers employed by the Board after retirement shall be given one-year limited contracts. Further, such contracts shall expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise. If renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of these teachers, the Parties specifically agree that this provision differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

I. Reemployed retired teachers may not accrue additional STRS credit because of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that shall fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during the teacher's period of service as a regular teacher following reemployment. For additional information concerning the annuity, see R.C. 3307.35.

J. The Parties expressly agree and fully intend this provision shall supersede and take precedent over the provisions of R.C. 3317.13 and all other inconsistent or contrary state or federal statutes, laws, and/or regulations.

ARTICLE 509: OHIO RESIDENT EDUCATOR PROGRAM

509.01 The Parties agree to establish an Ohio Resident Educator Program in accordance with all applicable laws including the ODEW Resident Educator Program Standards.

509.02 Purpose of the Ohio Resident Educator Program: The Ohio Resident Educator Program is an entry-level program for classroom teachers that includes a performance-based assessment of the Resident Educator as prescribed by the ODEW, and a formal program of support, which shall include mentoring to foster professional growth of the Resident Educator and counseling to ensure that the Resident Educator receives needed professional development. Successful completion of the Resident Educator Program is required to qualify for a valid resident educator license or alternative resident educator license.

509.03 Required Participation in the Ohio Resident Educator Program: All teachers serving as a Resident Educator shall meet the Ohio Resident Educator Program requirements established by the ODEW.

509.04 Teachers shall apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.

509.05 To the extent not required by the ODEW, Resident Educators are not required to complete an Individual Professional Development Plan ("IPDP") nor utilize the Local Professional Development Committee ("LPDC") process.

509.06 Mentor/Facilitator Qualifications: Mentors/facilitators are selected by the administration based on demonstrated knowledge, experience and qualities that are consistent with responsibilities of mentoring in accordance with requirements established by the ODEW. Teachers are eligible to apply to serve as mentors/facilitators in the Ohio Resident Educator Program so long as they meet the Ohio Resident Educator Program requirements established by the ODEW.

509.07 Assignment of Mentors/Facilitators: Mentors/facilitators shall be assigned to work with individual teachers in the Ohio Resident Educator Program by the administration. Individual assignments shall be made at the sole discretion of the administration and for a term of one school year. Mentor/facilitator participation shall be voluntary. The cost of the required training shall be paid by the Board.

509.08 Teachers who successfully serve as mentors/facilitators for the entire school year shall be paid according to the supplemental contract schedule. Teachers who do not complete their commitment shall be paid a portion of the stipend proportionate to the amount of time served as a mentor/facilitator.

509.09 The Board has the right to contract out for mentors/facilitators if no teachers volunteer to serve as mentors/facilitators and/or if no teachers meet the Ohio Resident Educator Program requirements established by the ODEW.

509.10 If the mentor/facilitator or Resident Educator is unable to resolve differences with the other, they may request a reassignment from the administration. Reassignment requests shall be evaluated by the administration and may be granted at the sole discretion of the administration. Approval for reassignment shall not be unreasonably withheld.

509.11 The Ohio Resident Educator Program shall not replace the negotiated teacher evaluation system and shall not be used to evaluate a Resident Educator.

ARTICLE 510: SECTION 125 PLAN

510.01 The Board shall offer a Section 125 Plan to teachers. Teachers shall be offered the opportunity to receive information about this option. It is understood that each teacher's unique circumstances may make this Section 125 Plan more or less attractive as an option. However, each benefit shall have a minimum of five (5) teachers to be included. The enrollment period shall be between December 1 and December 31 of each calendar year. Enrollment information shall be provided to teachers during the first week of the enrollment period.

510.02 The Patties agree that the Board shall have the sole authority to select and contract with a third-party administrator to manage and administer the Section 125 Plan, to the extent that there are no additional costs to the Association.

510.03 The Parties agree that all administrative charges shall be shared by each teacher who wishes to participate in the Section 125 Plan. Those teachers who enroll in the Section 125 Plan shall be charged administrative fees through payroll deduction.

510.04 A copy of the Plan Document shall be provided to the Association President within thirty (30) days of ratification of the agreement by the Parties.

510.05 A teacher shall no longer participate in the Section 125 Plan upon the occurrence of the termination of employment, the teacher's death, or the termination of the Section 125 Plan.

A. If a teacher terminates employment with the Board for any reason other than death, the teacher's participation in the Section 125 Plan shall be governed in accordance with the following:

1. Regarding a dependent care assistant program, the teacher's participation in the Section 125 Plan shall cease and no further salary redirection contributions shall be made. However, such teacher may submit claims for employment related dependent care expense reimbursements for the remainder of the Plan Year in which such termination occurs based on the level of the teacher's dependent care assistance account as of the teacher's date of termination.

2. Regarding a health care reimbursement plan, the teacher's participation in the Section 125 Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the health care reimbursement fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be payroll deducted in a lump sum from the teacher's final pay. If termination from the Section 125 Plan is due to nonrenewal of the teacher's contract, death, or involuntary

termination, the Board shall fund the teacher's account based on the elections made prior to the beginning of the Plan Year.

B. If a teacher dies during the Plan Year, participation in the Section 125 Plan shall cease. However, such teacher's beneficiaries or a representative of the teacher's estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Section 125 Plan benefit dollars allocated to each specific benefit are exhausted. A teacher may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Section 125 Plan Administrator may designate the teacher's spouse, one of the teacher's dependents, or a representative of the estate.

510.06 Benefits under the Section 125 Plan shall be financed by salary redirection sufficient to support benefits that a teacher has elected hereunder and to pay the teacher's premium expenses. The salary administration program of the Board shall be revised to allow each teacher to agree to reduce the teacher's pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such salary redirection shall be specified in a Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding provisions set forth in Article 511.06, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the teacher's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Section 125 Plan benefit dollars and allocated to the funds or accounts established under the Section 125 Plan pursuant to the teacher's elections made.

ARTICLE 511: NATIONAL BOARD CERTIFICATION

511.01 For bargaining unit members who achieve National Board Certification in a content area in which the member teaches, the Board shall pay, upon verification of same, a one-time stipend of Seven Hundred Fifty Dollars and Zero Cents ($750.00), to be paid through regular payroll in a lump sum payment.

ARTICLE 512: CLASSROOM MOVE STIPEND

512.01 Any teacher who is required to move to a different classroom or remove the teacher’s classroom materials due to involuntary transfer and/or building renovations or construction shall be eligible for a One Hundred Dollar and Zero Cent ($100.00) stipend. The stipend shall be paid during the following school year.

ARTICLE 600
PROGRESSIVE DISCIPLINE

600.01 No Bargaining Unit Member shall be disciplined without just cause. Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the ODEW and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

600.02 First offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of reprimand or further disciplinary action. The teacher shall have the right to a representative of the teacher's choice at any disciplinary conference.

A. Progressive Discipline Steps: The following steps of progressive discipline shall be used by the administration:

   Step 1 - Verbal reprimand.

   Step 2 - Written reprimand.

   Step 3 - Suspension with or without pay, not to exceed five (5) days.

   Step 4 - Termination in accordance with R.C 3319.16.

   Steps may be bypassed for flagrant violations.

B. During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits.

C. Before a bargaining unit member is issued a written reprimand or is suspended without pay for not more than five (5) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring an Association or OEA representative to the meeting, provided the meeting shall not be delayed beyond the end of the following school day to accommodate the attendance of a representative.

D. Following the hearing the bargaining unit member and representative shall be advised in writing of the discipline to be imposed.

E. Bargaining unit members have the right to appeal any discipline issued for steps l, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the R.C. 3319.16 statutory procedure.

ARTICLE 700
COMMUNICATIONS FORUM

700.01 The Parties recognize the importance of collaboration through a Communications Forum and its value to the District.

A. The value of the Communications Forum is for collaborating, communicating, and problem-solving District issues.

B. The Communications Forum shall operate under the adopted guidelines. Additional guidelines may be added upon mutual agreement of the Association President and Superintendent.

1. There shall be an agenda for each meeting of the Communications Forum.

2. Decision-making shall be by consensus. Decisions/projects that come out of the Communications Forum belong to the Communications Forum - not to the Association or Board.

3. Open and honest communication by all Communications Forum participants is necessary.

4. Minutes of the Communications Forum are taken by a secretary/administrative assistant, reviewed, and edited by the Association President/designee and the Superintendent/designee; and the corrected minutes shall be distributed to every teacher and administrator.

5. Active grievances are not proper topics for the Communications Forum. However, topics that could lead to a grievance may be discussed in the Communications Forum.

6. Contract negotiations shall not occur at any Communications Forum meeting.

7. Neither the Board nor Association shall use anything stated at the Communications Forum or in the minutes of the Communications Forum at any grievance hearing, arbitration, civil matter, or in any other legal procedure.

8. The Communications Forum shall review and summarize resolved issues and actions at the end of each school year.

C. The Superintendent and Association President shall set the yearly schedule of Communications Forum meetings, meeting agendas, and meeting locations by mutual agreement.

D. Members of the Communications Forum shall include the Superintendent and two (2) administrators appointed by the Superintendent, the Association President, and two (2) Association representatives appointed by the Association President.

E. The Communications Forum shall meet once every other month for approximately two and one half (2.50) hours during the regular school day.

F. Communications Forum meetings may be canceled, changed, or modified by mutual agreement of the Association President and Superintendent.

ARTICLE 800
ASSOCIATION RIGHTS

801.01 Meetings.

The BEA shall have the privilege, without charge, of official membership meetings on school property within limits of the Board approved building use regulations. Meetings shall occur outside of the workday, but may be scheduled at the discretion of the BEA for no more than 20 minutes within the workday with at least 48 hours' notice to the building principal(s). This may not interfere with any mandatory/emergency meetings or work duties. The BEA will be given at least 45 minutes during one of the first two workdays of the school calendar to meet with BEA members. Preferably, the meeting time will occur immediately before or after all staff convocation.

801.02 New Hires.

The Superintendent shall inform the BEA (President and Treasurer) when there is a newly-hired bargaining unit member within five (5) workdays of the member being hired. If a bargaining unit member's start date is prior to the recommendation to the Board to hire, the Superintendent will inform the BEA President of the intention to recommend the hiring of a bargaining unit member. The BEA will be given at least one (1) hour of time during New Teacher/Member Orientation to meet with newly hired bargaining unit members.

801.03 Release Time.

The Association President shall be provided up to three (3) days per year of paid release time for Association business. The Association President may take one (1) additional paid release day provided that the Association reimburses the Board for all cost associated with the substitute teacher.

ARTICLE 900
SCOPE, DURATION AND EFFECT

901.01 It is mutually agreed that this agreement constitutes the entire scope of the contract between the Board and Association.

901.02 With the exception of preschool teachers and speech-language pathologists, all items in this Agreement shall take effect on July l, 2023, and shall remain in full force and effect through and including June 30, 2026, unless mutually amended through the collective bargaining process or other mutually agreed manner. Por preschool teachers and speech-language pathologists, all items in this Agreement shall take effect no later than August 17, 2023. and shall remain in full force and effect through and including June 30, 2026, unless mutually amended through the collective bargaining process or other mutually agreed manner. Should a court of final jurisdiction rule that a provision of this contract is in violation of R.C. Chapter 41 l 7 and is not a prohibited area of negotiations or violation of federal law. then the Parties agree to renegotiate using the procedure in Article 200 within thirty (30) days of the court's ruling. Only the provision ruled on by the court shall be null and void while the remainder of the contract remains in full force and effect.

901.03 The Parties have caused this Agreement to be executed on May 30, 2023, as ratified by the Association on June 5, 2023, and by the Board on June 6, 2023.

FOR THE ASSOCIATION:	FOR THE BOARD:

Brooklyn Education Association Collective Bargaining Agreement
(July 1, 2026, through June 30, 2029)

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ARTICLE 1000
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Brooklyn City School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the Brooklyn City School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____

Robert Schirhart, Treasurer (In Official Capacity Only)

_____

Theodore Caleris, Ph.D., Superintendent (In Official Capacity Only)

_____

Kelli Krall, Board President (In Official Capacity Only)

ARTICLE 1100
RESOLUTION TO APPROVE AND FUND
PROPOSED COLLECTIVE BARGAINING AGREEMENTS

The Brooklyn City School District Board of Education ("Board") met in open session on April 21, 2026, at the Brooklyn City Schools Media Center, 9200 Biddulph Road, Brooklyn, Ohio 44144, with the following members present:

Kelli Krall, Board President
Karam Hasrouni, Board Vice President
Jason Hubbell, Board Member
Rocky Neale, Board Member
Alison Rafter, Board Member

_____ moved for the adoption of the following Resolution ("Resolution"):

WHEREAS, on March 20, 2026, the Board and Association reached a tentative agreement on a proposed collective bargaining agreement, a copy of which is attached hereto and incorporated herein, the duration of which commences on July 1, 2026, and expires on June 30, 2029, to the extent permitted by R.C. 4117.09(E) and applicable laws, and includes the following economic terms:

A. The Supplemental Pay Schedule:

   1. 2026-2027 School Year= $39,072 Base. See Appendix A.

   2. 2027-2028 School Year= $39,463 Base. See Appendix A.

   3. 2028-2029 School Year= $39,858 Base and Frozen. See Appendix A.

B. Base Salary:

   1. 2026-2027 School Year: Commencing July 1, 2026, and ending June 30, 2027, the BA base salary on the 2025-2026 school year index shall increase by three percent (3.00%). See Appendix B- 1.

   2. 2027-2028 School Year: Commencing July 1, 2027, and ending June 30, 2028, the BA base salary on the 2026-2027 school year index shall increase by two and one-half percent (2.5%). See Appendix B-2.

   3. 2028-2029 School Year: Commencing July 1, 2028, and ending June 30, 2029, the BA base salary on the 2027-2028 school year index shall increase by two percent (2%). See Appendix B-3.

WHEREAS, on April 17, 2026, the Association approved the Proposed 2026-2029 Collective Bargaining Agreement.

WHEREAS, on this date of April 21, 2026, the Superintendent recommends that the Board approve the proposed collective bargaining agreement pursuant to R.C. 4117.10(B), R.C. 4117.10(C), and applicable laws.

WHEREAS, on this date of April 21, 2026, the Superintendent submits to the Board a request for funds necessary to implement the proposed collective bargaining agreement pursuant to R.C. 4117.10(C) and applicable laws.

WHEREAS, on this date of April 21, 2026, the Superintendent and Treasurer certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes, including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the Brooklyn City School District at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for the number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year for the proposed collective bargaining agreement pursuant to R.C. 5705.41, R.C. 5705.412, and applicable laws.

WHEREAS, on this date of April 21, 2026, the Superintendent and Treasurer certify that the amount required to meet the obligation of the fiscal years in which the proposed collective bargaining agreement is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances pursuant to R.C. 5705.41, R.C. 5705.412, and applicable laws.

WHEREAS the notice requirements of R.C. 121.22, R.C. 3313.16, and applicable laws were complied with for the regular meetings of the Board of April 21, 2026.

WHEREAS the Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were taken in an open meeting of the Board and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with the law.

WHEREAS this Resolution shall be in full force and effect immediately upon its adoption by the Board.

NOW THEREFORE BE IT RESOLVED THAT, on this date of April 21, 2026, the Board approves the proposed collective bargaining agreement pursuant to R.C. 4117.10(B), R.C. 4117.10(C), and applicable laws.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, on this date of April 21, 2026, the Board accepts the request for funds necessary to implement the proposed collective bargaining agreement pursuant to R.C. 4117.10(C) and applicable laws.

_____ seconded adoption of the foregoing resolution with the vote resulting as follows:

Kelli Krall, Board President	____
Karam Hasrouni, Board Vice President	____
Jason Hubbell, Board Member	____
Rocky Neale, Board Member	____
Alison Rafter, Board Member	____

The Resolution was _____ on April 21, 2026.

Attest: _____ _____
Robert Schirhart, Treasurer Kelli Krall, Board President

CERTIFICATE

The undersigned Treasurer of the Brooklyn City School District Board of Education ("Board") hereby certifies that the foregoing is a true and accurate copy of the Resolution duly adopted by the Board on April 21, 2026.

_____
Robert Schirhart, Treasurer

APPENDIX A
SUPPLEMENTAL SALARY SCHEDULE

Brooklyn Education Association Supplemental Grid	2026-2029				
	2025-2026	INDEX	2026-2027	2027-2028	2028-2029
Base	$38,685		$ 39,072	$39,463	$39,858
1. Faculty Managers					
Boys/Girls Fall Sports	$5,629	0.1455	$ 5,685	$ 5,742	$ 5,799
Boys/Girls Winter Sports	$5,629	0.1455	$ 5,685	$ 5,742	$ 5,799
Middle School Athletics & Intramurals Supervisor (semester)	new	0.0318	$ 1,242	$ 1,255	$ 1,267
2. Football					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
JV/9th Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
Head Middle School Coach	$3,725	0.0963	$ 3,763	$ 3,800	$ 3,838
Assistant Middle School Coach	$3,385	0.0963	$ 3,763	$ 3,800	$ 3,838
3. Volleyball					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
JV Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
9th Grade Coach	$4,062	0.125	$ 4,884	$ 4,933	$ 4,982
8th Grade Coach	$3,725	0.0875	$ 3,419	$ 3,453	$ 3,488
7th Grade Coach	$3,725	0.0875	$ 3,419	$ 3,453	$ 3,488
4. Golf					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
5. Cross Country					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
6. Soccer					
Varsity Head Coach (Girls)	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Head Coach (Boys)	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
JV Coach (Girls)	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
JV Coach (Boys)	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
7. Cheerleading - Fall					
Head JV/Varsity Coach (if 2 teams)	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
Varsity Cheerleading Only	$2,418	0.0625	$ 2,442	$ 2,466	$ 2,491
JV Cheerleading Only	$909	0.0235	$ 918	$ 927	$ 937
Middle School Cheerleading Coach	$909	0.0235	$ 918	$ 927	$ 937
8. Boys Basketball					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
JV Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
9th Grade Coach	$4,062	0.125	$ 4,884	$ 4,933	$ 4,982
8th Grade Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
7th Grade Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
9. Girls Basketball					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229

JV Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
9th Grade Coach	$4,062	0.125	$ 4,884	$ 4,933	$ 4,982
8th Grade Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
7th Grade Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
10. Wrestling					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
Middle School Head Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
11. Ice Hockey					
Varsity Head Coach	$6,770	0.175	$ 6,838	$ 6,906	$ 6,975
Varsity Assistant Coach	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
12. Cheerleading - Winter					
Head JV/Varsity Coach (if 2 teams)	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
Varsity Cheerleading Only	$2,418	0.0625	$ 2,442	$ 2,466	$ 2,491
JV Cheerleading Only	$909	0.0235	$ 918	$ 927	$ 937
Middle School Cheerleading Coach	$909	0.0235	$ 918	$ 927	$ 937
13. Swimming					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
Varsity Assistant Coach	$2,166	0.056	$ 2,188	$ 2,210	$ 2,232
14. Bowling					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
Varsity Assistant Coach	$2,166	0.056	$ 2,188	$ 2,210	$ 2,232
15. E-Sports					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
16. Track					
Varsity Head Coach	$5,996	0.155	$ 6,056	$ 6,117	$ 6,178
Varsity Assistant Coach	$4,499	0.12	$ 4,689	$ 4,736	$ 4,783
Middle School Head Coach	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
Middle School Assistant Coach	$2,998	0.0875	$ 3,419	$ 3,453	$ 3,488
17. Baseball					
Varsity Head Coach	$5,996	0.155	$ 6,056	$ 6,117	$ 6,178
Varsity Assistant Coach	$4,499	0.12	$ 4,689	$ 4,736	$ 4,783
JV Coach	$4,499	0.12	$ 4,689	$ 4,736	$ 4,783
18. Softball					
Varsity Head Coach	$5,996	0.155	$ 6,056	$ 6,117	$ 6,178
Varsity Assistant Coach	$4,499	0.12	$ 4,689	$ 4,736	$ 4,783
JV Coach	$4,499	0.12	$ 4,689	$ 4,736	$ 4,783
19. Flag Football					
Varsity Head Coach	$3,366	0.087	$ 3,399	$ 3,433	$ 3,468
19. Club Supplementals					
Dramatics Club Advisor	$634	0.0164	$ 641	$ 647	$ 654
Power of the Pen (7th)	$843	0.0218	$ 852	$ 860	$ 869

Power of the Pen (8th)	$843	0.0218	$ 852	$ 860	$ 869
Video Game/E-Sports Club	$843	0.0218	$ 852	$ 860	$ 869
National Jr. Art Honor Society (M.S.)	$758	0.0196	$ 766	$ 773	$ 781
National Art Honor Society (H.S.)	$1,137	0.0294	$ 1,149	$ 1,160	$ 1,172
World Language Honor Society (H.S.)	$634	0.0164	$ 641	$ 647	$ 654
Key Club Advisor	$843	0.0218	$ 852	$ 860	$ 869
Student Council (Elementary)	$967	0.025	$ 977	$ 987	$ 996
Student Council (M.S.)	$1,083	0.028	$ 1,094	$ 1,105	$ 1,116
Student Council (H.S.)	$2,708	0.07	$ 2,735	$ 2,762	$ 2,790
20. Miscellaneous Supplementals					
Senior Class Prom Advisor	$2,128	0.055	$ 2,149	$ 2,170	$ 2,192
Junior Class Advisor	$967	0.025	$ 977	$ 987	$ 996
Sophomore Class Adivisor	$967	0.025	$ 977	$ 987	$ 996
Freshman Class Advisor	$967	0.025	$ 977	$ 987	$ 996
RESA Teacher Mentor (years 1-2)	$1,934	0.0196	$ 766	$ 773	$ 781
Teacher Mentor (non-RESA)	$379	0.0098	$ 383	$ 387	$ 391
Memory Book (Elementary)	$1,083	0.028	$ 1,094	$ 1,105	$ 1,116
Memory Book (M.S.)	$1,083	0.028	$ 1,094	$ 1,105	$ 1,116
Newspaper Advisor (M.S.)	$1,903	0.0492	$ 1,922	$ 1,942	$ 1,961
Yearbook Advisor - H.S. (with release)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Journalism Advisor H.S. (with release)	$3,095	0.08	$ 3,126	$ 3,157	$ 3,189
LPDC Member	$1,083	0.028	$ 1,094	$ 1,105	$ 1,116
Positive Behavior Intervention Supports					
Committee Building Coordinator (per bldg.)	$1,354	0.035	$ 1,368	$ 1,381	$ 1,395
Positive Behavior Intervention Supports					
(PBIS) Committee/hour	$26.31	0.00068	$ 26.57	$ 26.83	$ 27.10
Community Outreach Coordinator	$3,385	0.0875	$ 3,419	$ 3,453	$ 3,488
Testing/Assessment Committee/hour	$26.31	0.00068	$ 26.57	$ 26.83	$ 27.10
Audio - Technical Director	$4,135	0.1069	$ 4,177	$ 4,219	$ 4,261
Renovation & Construction Packing/Set-up					
Stipend /hour	$22.82	0.00059	$ 23.05	$ 23.28	$ 23.52
21. Performing Supplementals					
Choral Director (M.S./H.S.)	$2,708	0.07	$ 2,735	$ 2,762	$ 2,790
Choreographer Show Choir	$1,137	0.0294	$ 1,149	$ 1,160	$ 1,172
Concert Band Director (M.S./H.S.)	$2,708	0.07	$ 2,735	$ 2,762	$ 2,790
Assistant Concert Band Director	$634	0.0164	$ 641	$ 647	$ 654
Concert Band Supervision	$634	0.0164	$ 641	$ 647	$ 654
Jazz Band Director	$1,137	0.0294	$ 1,149	$ 1,160	$ 1,172
Show Choir Director	$1,137	0.0294	$ 1,149	$ 1,160	$ 1,172
Elementary/Middle School Music Director	$1,354	0.035	$ 1,368	$ 1,381	$ 1,395
Drama Director (per performance) Musical	$4,499	0.1163	$ 4,544	$ 4,590	$ 4,635
Middle School Play	$1,447	0.0374	$ 1,461	$ 1,476	$ 1,491
Musical - Choral Director	$1,354	0.035	$ 1,368	$ 1,381	$ 1,395
Musical - Pianist	$1,354	0.035	$ 1,368	$ 1,381	$ 1,395
Musical - Instrumental Director	$2,166	0.056	$ 2,188	$ 2,210	$ 2,232
Stage Set Director	$2,166	0.056	$ 2,188	$ 2,210	$ 2,232
Marching Band Director	$5,075	0.1312	$ 5,126	$ 5,178	$ 5,229
Assistant Marching Band Director	$3,814	0.0986	$ 3,852	$ 3,891	$ 3,930
Hurricettes/Majorette Advisor	$3,814	0.0986	$ 3,852	$ 3,891	$ 3,930

22. Supervision Supplementals					
Class Trip Chaperone/day					
(4 hours or more beyond the school day)	$101	0.0026	$ 102	$ 103	$ 104
Class Trip Coordinator					
(in conjunction with chaperone pay per day)	$634	0.0164	$ 641	$ 647	$ 654
Curriculum Writing/hour	$20.89	0.0008	$ 31.26	$ 31.57	$ 31.89
Detention Supervision/session	$22.82	0.0008	$ 31.26	$ 31.57	$ 31.89
Home Instruction/hour	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
Intramural Supervision/hour	$22.82	0.0008	$ 31.26	$ 31.57	$ 31.89
Evening Supervision (H.S./M.S./Elem.)/hour	$22.82	0.0008	$ 31.26	$ 31.57	$ 31.89
Period Substitution/period	$25.15	0.0008	$ 31.26	$ 31.57	$ 31.89
Proficiency Remediation/hour	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
Saturday School Monitor/hour	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
Summer School/hour	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
Before School/After School Club Supervision/hour	$22.82	0.0008	$ 31.26	$ 31.57	$ 31.89
Before School/After School Tutoring/hour	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
After School Staff Meeting (per meeting)	$26.31	0.0008	$ 31.26	$ 31.57	$ 31.89
23. Curricular Supplementals					
IMTSS/504 Coordinator (K-3)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
IMTSS/504 Coordinator (4-7)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
IMTSS/504 Coordinator (8-12)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
High Quality Student Data Committee/hour	$26.31	0.00068	$ 26.57	$ 26.83	$ 27.10
Professional Development Committee/hour	$26.31	0.00068	$ 26.57	$ 26.83	$ 27.10
Early Childhood/Preschool Coordinator	$2,998	0.0775	$ 3,028	$ 3,058	$ 3,089
24. Department Chair					
Fine/Practical Arts	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
World Language	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Language Arts	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Mathematics	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Science	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Social Studies	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Special Education (8-12)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
25. Team Leaders					
Preschool	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Kindergarten	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
First Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Second Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Third Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Fourth Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Fifth Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Sixth Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Seventh Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Eighth Grade	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Special Education (PK-7)	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Fine/Practical Arts	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727
Title 1 Intervention	$3,617	0.0935	$ 3,653	$ 3,690	$ 3,727

APPENDIX B-1
2026-2027 SALARY SCHEDULE

2026-2027

% Increase **3.00%**

New Base: **48,303** **Old Base:** **46,896**

		BA		BA+12		BA+24		MA/BA+36		MA+15		
Step	**Index**	**II**	**Index**	**III**	**Index**	**IIIA**	**Index**	**IV**	**Index**	**V**	**Index**	**ED**
0	1.000	48,303	1.020	49,269	1.050	50,718	1.098	53,037	1.127	54,437	1.000	28.78
0.5	1.020	49,269	1.040	50,235	1.070	51,684	1.118	54,003	1.147	55,403		
1	1.039	50,187	1.059	51,153	1.089	52,602	1.137	54,920	1.166	56,321	1.048	30.16
1.5	1.059	51,153	1.079	52,119	1.109	53,568	1.158	55,935	1.186	57,287		
2	1.078	52,071	1.098	53,037	1.128	54,486	1.178	56,901	1.205	58,205	1.048	31.61
2.5	1.098	53,037	1.118	54,003	1.148	55,452	1.197	57,819	1.225	59,171		
3	1.118	54,003	1.137	54,920	1.167	56,369	1.216	58,736	1.245	60,137	1.048	33.13
3.5	1.167	56,369	1.186	57,287	1.216	58,736	1.275	61,586	1.304	62,987		
4	1.216	58,736	1.235	59,654	1.265	61,103	1.333	64,388	1.362	65,789	1.048	34.72
4.5	1.246	60,185	1.265	61,103	1.295	62,552	1.363	65,837	1.392	67,238		
5	1.275	61,586	1.294	62,504	1.324	63,953	1.392	67,238	1.421	68,638	1.048	36.39
5.5	1.304	62,987	1.324	63,953	1.354	65,402	1.422	68,687	1.451	70,087		
6	1.333	64,388	1.353	65,354	1.383	66,803	1.451	70,087	1.480	71,488	1.048	38.13
6.5	1.363	65,837	1.383	66,803	1.413	68,252	1.481	71,537	1.510	72,937		
7	1.392	67,238	1.412	68,204	1.442	69,653	1.510	72,937	1.539	74,338	1.048	39.96
7.5	1.422	68,687	1.442	69,653	1.472	71,102	1.540	74,386	1.569	75,787		
8	1.451	70,087	1.471	71,054	1.501	72,503	1.569	75,787	1.598	77,188	1.048	41.88
8.5	1.481	71,537	1.500	72,454	1.530	73,903	1.598	77,188	1.627	78,589		
9	1.51	72,937	1.529	73,855	1.559	75,304	1.627	78,589	1.656	79,990		
9.5	1.544	74,580	1.564	75,546	1.594	76,995	1.662	80,279	1.691	81,680		
10	1.578	76,222	1.598	77,188	1.628	78,637	1.696	81,922	1.725	83,322		
10.5	1.613	77,913	1.633	78,879	1.663	80,328	1.731	83,612	1.760	85,013		
11	1.647	79,555	1.667	80,521	1.697	81,970	1.765	85,255	1.794	86,655		
11.5	1.682	81,245	1.700	82,115	1.730	83,564	1.799	86,897	1.828	88,298		
12	1.716	82,888	1.733	83,709	1.763	85,158	1.833	88,539	1.862	89,940		
12.5	1.716	82,888	1.733	83,709	1.763	85,158	1.868	90,230	1.897	91,631		
13	1.716	82,888	1.733	83,709	1.763	85,158	1.902	91,872	1.931	93,273		
13.5	1.716	82,888	1.733	83,709	1.763	85,158	1.937	93,563	1.966	94,963		
14	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
14.5	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
15	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
15.5	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
16	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
16.5	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
17	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
17.5	1.716	82,888	1.733	83,709	1.763	85,158	1.971	95,205	2.000	96,606		
18	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
18.5	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
19	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
19.5	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
20	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
20.5	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
21	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
21.5	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
22	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
22.5	1.746	84,337	1.763	85,158	1.793	86,607	2.001	96,654	2.030	98,055		
23	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
23.5	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
24	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
24.5	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
25	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
25.5	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
26	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
26.5	1.776	85,786	1.793	86,607	1.823	88,056	2.031	98,103	2.060	99,504		
27	1.806	87,235	1.823	88,056	1.853	89,505	2.061	99,552	2.090	100,953		

APPENDIX B-2
2027-2028 SALARY SCHEDULE

2027-2028

% Increase **2.50%**

New Base: **49,510** **Old Base:** **48,303**

		BA		BA+12		BA+24		MA/BA+36		MA+15		
Step	Index	II	Index	III	Index	IIIA	Index	IV	Index	V	Index	ED
0	1.000	49,510	1.020	50,501	1.050	51,986	1.098	54,362	1.127	55,798	1.000	29.50
0.5	1.020	50,501	1.040	51,491	1.070	52,976	1.118	55,353	1.147	56,788		
1	1.039	51,441	1.059	52,432	1.089	53,917	1.137	56,293	1.166	57,729	1.048	30.91
1.5	1.059	52,432	1.079	53,422	1.109	54,907	1.158	57,333	1.186	58,719		
2	1.078	53,372	1.098	54,362	1.128	55,848	1.178	58,323	1.205	59,660	1.048	32.40
2.5	1.098	54,362	1.118	55,353	1.148	56,838	1.197	59,264	1.225	60,650		
3	1.118	55,353	1.137	56,293	1.167	57,779	1.216	60,205	1.245	61,641	1.048	33.95
3.5	1.167	57,779	1.186	58,719	1.216	60,205	1.275	63,126	1.304	64,562		
4	1.216	60,205	1.235	61,145	1.265	62,631	1.333	65,997	1.362	67,433	1.048	35.58
4.5	1.246	61,690	1.265	62,631	1.295	64,116	1.363	67,483	1.392	68,919		
5	1.275	63,126	1.294	64,067	1.324	65,552	1.392	68,919	1.421	70,354	1.048	37.29
5.5	1.304	64,562	1.324	65,552	1.354	67,037	1.422	70,404	1.451	71,840		
6	1.333	65,997	1.353	66,988	1.383	68,473	1.451	71,840	1.480	73,275	1.048	39.08
6.5	1.363	67,483	1.383	68,473	1.413	69,958	1.481	73,325	1.510	74,761		
7	1.392	68,919	1.412	69,909	1.442	71,394	1.510	74,761	1.539	76,197	1.048	40.97
7.5	1.422	70,404	1.442	71,394	1.472	72,879	1.540	76,246	1.569	77,682		
8	1.451	71,840	1.471	72,830	1.501	74,315	1.569	77,682	1.598	79,118	1.048	42.94
8.5	1.481	73,325	1.500	74,266	1.530	75,751	1.598	79,118	1.627	80,554		
9	1.510	74,761	1.529	75,701	1.559	77,187	1.627	80,554	1.656	81,989		
9.5	1.544	76,444	1.564	77,434	1.594	78,920	1.662	82,286	1.691	83,722		
10	1.578	78,127	1.598	79,118	1.628	80,603	1.696	83,970	1.725	85,406		
10.5	1.613	79,860	1.633	80,851	1.663	82,336	1.731	85,703	1.760	87,138		
11	1.647	81,544	1.667	82,534	1.697	84,019	1.765	87,386	1.794	88,822		
11.5	1.682	83,277	1.700	84,168	1.730	85,653	1.799	89,069	1.828	90,505		
12	1.716	84,960	1.733	85,802	1.763	87,287	1.833	90,753	1.862	92,188		
12.5	1.716	84,960	1.733	85,802	1.763	87,287	1.868	92,486	1.897	93,921		
13	1.716	84,960	1.733	85,802	1.763	87,287	1.902	94,169	1.931	95,605		
13.5	1.716	84,960	1.733	85,802	1.763	87,287	1.937	95,902	1.966	97,338		
14	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
14.5	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
15	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
15.5	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
16	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
16.5	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
17	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
17.5	1.716	84,960	1.733	85,802	1.763	87,287	1.971	97,585	2.000	99,021		
18	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
18.5	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
19	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
19.5	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
20	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
20.5	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
21	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
21.5	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
22	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
22.5	1.746	86,445	1.763	87,287	1.793	88,772	2.001	99,070	2.030	100,506		
23	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
23.5	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
24	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
24.5	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
25	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
25.5	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
26	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
26.5	1.776	87,931	1.793	88,772	1.823	90,258	2.031	100,556	2.060	101,992		
27	1.806	89,416	1.823	90,258	1.853	91,743	2.061	102,041	2.090	103,477		

APPENDIX B-3
2028-2029 SALARY SCHEDULE

2028-2029

% Increase **2.00%**

New Base: **50,501** **Old Base:** **49,510**

		BA		BA+12		BA+24		MA/BA+36		MA+15		
Step	**Index**	**II**	**Index**	**III**	**Index**	**IIIA**	**Index**	**IV**	**Index**	**V**	**Index**	**ED**
0	1.000	50,501	1.020	51,511	1.050	53,026	1.098	55,450	1.127	56,914	1.000	30.09
0.5	1.020	51,511	1.040	52,521	1.070	54,036	1.118	56,460	1.147	57,924		
1	1.039	52,470	1.059	53,480	1.089	54,995	1.137	57,419	1.166	58,884	1.048	31.53
1.5	1.059	53,480	1.079	54,490	1.109	56,005	1.158	58,480	1.186	59,894		
2	1.078	54,440	1.098	55,450	1.128	56,965	1.178	59,490	1.205	60,853	1.048	33.05
2.5	1.098	55,450	1.118	56,460	1.148	57,975	1.197	60,449	1.225	61,863		
3	1.118	56,460	1.137	57,419	1.167	58,934	1.216	61,409	1.245	62,873	1.048	34.63
3.5	1.167	58,934	1.186	59,894	1.216	61,409	1.275	64,388	1.304	65,853		
4	1.216	61,409	1.235	62,368	1.265	63,883	1.333	67,317	1.362	68,782	1.048	36.30
4.5	1.246	62,924	1.265	63,883	1.295	65,398	1.363	68,832	1.392	70,297		
5	1.275	64,388	1.294	65,348	1.324	66,863	1.392	70,297	1.421	71,761	1.048	38.04
5.5	1.304	65,853	1.324	66,863	1.354	68,378	1.422	71,812	1.451	73,276		
6	1.333	67,317	1.353	68,327	1.383	69,842	1.451	73,276	1.480	74,741	1.048	39.86
6.5	1.363	68,832	1.383	69,842	1.413	71,357	1.481	74,791	1.510	76,256		
7	1.392	70,297	1.412	71,307	1.442	72,822	1.510	76,256	1.539	77,721	1.048	41.78
7.5	1.422	71,812	1.442	72,822	1.472	74,337	1.540	77,771	1.569	79,236		
8	1.451	73,276	1.471	74,286	1.501	75,801	1.569	79,236	1.598	80,700	1.048	43.78
8.5	1.481	74,791	1.500	75,751	1.530	77,266	1.598	80,700	1.627	82,165		
9	1.510	76,256	1.529	77,216	1.559	78,731	1.627	82,165	1.656	83,629		
9.5	1.544	77,973	1.564	78,983	1.594	80,498	1.662	83,932	1.691	85,397		
10	1.578	79,690	1.598	80,700	1.628	82,215	1.696	85,649	1.725	87,114		
10.5	1.613	81,458	1.633	82,468	1.663	83,983	1.731	87,417	1.760	88,881		
11	1.647	83,175	1.667	84,185	1.697	85,700	1.765	89,134	1.794	90,598		
11.5	1.682	84,942	1.700	85,851	1.730	87,366	1.799	90,851	1.828	92,315		
12	1.716	86,659	1.733	87,518	1.763	89,033	1.833	92,568	1.862	94,032		
12.5	1.716	86,659	1.733	87,518	1.763	89,033	1.868	94,335	1.897	95,800		
13	1.716	86,659	1.733	87,518	1.763	89,033	1.902	96,052	1.931	97,517		
13.5	1.716	86,659	1.733	87,518	1.763	89,033	1.937	97,820	1.966	99,284		
14	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
14.5	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
15	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
15.5	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
16	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
16.5	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
17	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
17.5	1.716	86,659	1.733	87,518	1.763	89,033	1.971	99,537	2.000	101,001		
18	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
18.5	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
19	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
19.5	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
20	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
20.5	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
21	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
21.5	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
22	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
22.5	1.746	88,174	1.763	89,033	1.793	90,548	2.001	101,052	2.030	102,516		
23	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
23.5	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
24	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
24.5	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
25	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
25.5	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
26	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
26.5	1.776	89,689	1.793	90,548	1.823	92,063	2.031	102,567	2.060	104,031		
27	1.806	91,204	1.823	92,063	1.853	93,578	2.061	104,082	2.090	105,546		

APPENDIX C
PAY DATES

2026-2027	2027-2028	2028-2029
7/3/2026	7/2/2027	7/14/2028
7/17/2026	7/16/2027	7/28/2028
7/31/2026	7/30/2027	8/11/2028
8/14/2026	8/13/2027	8/25/2028
8/28/2026	8/27/2027	9/8/2028
9/11/2026	9/10/2027	9/22/2028
9/25/2026	9/24/2027	10/6/2028
10/9/2026	10/8/2027	10/20/2028
10/23/2026	10/22/2027	11/3/2028
11/6/2026	11/5/2027	11/17/2028
11/20/2026	11/19/2027	12/1/2028
12/4/2026	12/3/2027	12/15/2028
12/18/2026	12/17/2027	12/29/2028
1/1/2027	12/31/2027	1/12/2029
1/15/2027	1/14/2028	1/26/2029
1/29/2027	1/28/2028	2/9/2029
2/12/2027	2/11/2028	2/23/2029
2/26/2027	2/25/2028	3/9/2029
3/12/2027	3/10/2028	3/23/2029
3/26/2027	3/24/2028	4/6/2029
4/9/2027	4/7/2028	4/20/2029
4/23/2027	4/21/2028	5/4/2029
5/7/2027	5/5/2028	5/18/2029
5/21/2027	5/19/2028	6/1/2029
6/4/2027	6/2/2028	6/15/2029
6/18/2027	6/16/2028	6/29/2029
	6/30/2026	

APPENDIX D-1
APPLICATION FOR PARTICIPATION
HEALTH INSURANCE INCENTIVE PLAN

_____ (applicant) being an employee of Brooklyn City Schools and a member of the bargaining unit defined in the negotiated agreement between the Brooklyn City Board of Education (Board) and the Brooklyn Education Association (BEA) makes application for participation in the Health Insurance Incentive Plan (the plan). In connection with that application, and in consideration of the benefits provided under the plan, applicant makes the following representations.

I am a full-time employee of the Brooklyn City Schools and a member of the bargaining unit as defined in the negotiated agreement between the Board and the BEA.

I request the Board to cease making premium payments on my behalf for the purchase of Board provided health insurance, including premium payments for the purchase of hospital, surgical, and major medical coverage for me as an employee of the Brooklyn City Schools.

I understand that upon the cessation of premium payments on my behalf, I will no longer be a policyholder insured under the Board provided hospital, surgical, and major medical insurance plan; and with respect to claims incurred on or after the first day of the month following acceptance into the plan. I will have no claim against either the Board's insurance carrier or the Board for insurance benefits formerly available to me under the Board provided health insurance plans except as to claims I might have as an insured dependent.

I understand the nature and extent of board provided health insurance benefits which I am losing as a result of my participation in the plan and I have had the opportunity to ask any questions, to inspect and copy any and all documents relevant to the Board provided health insurance plans, to consult with my BEA representatives, insurance advisors and legal counsel prior to making this application.

My request that the Board no longer make premium contributions on my behalf for the purchase of Board provided health insurance coverage is freely and voluntarily made and I hereby, for myself, my insured dependents and my heirs, release the Board, its members, officers and employees, the insurance carriers providing group health insurance coverage to the Board and the BEA, its officers, members and affiliates from any and all liability of any kind arising out of or in any way connected with my participation in the plan.

I further understand that payments made to me during my participation in the plan will be made monthly beginning with the first month following acceptance of this application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.

I will notify the Treasurer in writing of any involuntary change in my insurance coverage while participating in the plan and will re-enroll in the Board provided health insurance plans not later than the third Monday of the month following the loss of that coverage of the loss of any

continuation of that coverage, whichever is later. Other than in the case of an involuntary loss of insurance coverage, I understand that my right to re-enroll in Board provided health insurance plans might be limited to the annual enrollment period or enrollment periods determined by the insurance carriers. In the event of re-enrollment in Board provided health insurance plans, I will no longer be eligible to participate in the Health Insurance Incentive Plan and all payments to me under this plan will cease.

Date: _____

Applicant: _____

Effective Date: _____

Approved: _____

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage Period: 01/01/2026 - 12/31/2026

Coverage for: Individual + Family | Plan Type: PPO

Suburban Health Consortium: Brooklyn PPO Plan

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 952-2042 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$250/person or $500/family for In-Network Providers. $500/person or $1,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Children's eye exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the coinsurance out-of-pocket limit for this plan?	$500/person or $1,000/family for In-Network Providers. $1,000/person or $2,000/family for Out-of-Network Providers.	The coinsurance out-of-pocket limit is the most you could pay in a year for covered services after deductible, not including co-pays. If you have other family members in this plan, they have to meet their own coinsurance out-of-pocket limits until the overall family coinsurance out-of-pocket limit has been met.
What is the total out-of-pocket limit for this plan?	$9,100/person or $18,200/family for In-Network Providers. Not applicable for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services including deductible, coinsurance and co-pays. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AKH or call (833) 952-2042 for a list of network providers. Benefits and costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10/visit, deductible does not apply	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	$20/visit, deductible does not apply	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	--------none--------
If you need drugs to treat your illness or condition	Generic (Tier 1)	$15 (1 month retail/mail order) $30 (3 month retail/mail order)	Not covered	Retail: up to a 90-day supply Mail order: up to a 90 day supply Specialty medications: up to a
	Preferred Brand (Tier 2)	$30 (1 month retail/mail order) $60 (3 month retail/mail order)	Not covered	

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

More information about prescription drug coverage is available at www.mysmithrx.com.	Non-Preferred Brand (Tier 3)	$45 (1 month retail/mail order) $90 (3 month retail/mail order)	Not covered	30-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by SmithRx.
	Preferred Specialty (Tier 4)	$30	Not covered	
	Non-Preferred Specialty (Tier 5)	$45	Not covered	
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	--------none--------

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Physician/surgeon fees	20% coinsurance	40% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	$50/visit, deductible does not apply	Covered as In-Network	Copayment waived if admitted.
	Emergency medical transportation	20% coinsurance	40% coinsurance	--------none--------
	Urgent care	$30/visit, deductible does not apply	40% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	60 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit $10/visit, deductible does not apply Other Outpatient 20% coinsurance	Office Visit 40% coinsurance Other Outpatient 40% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	20% coinsurance	40% coinsurance	--------none--------
	Office visits	No charge	40% coinsurance	Cost sharing does not apply for preventive services. 20%
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

If you are pregnant	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	coinsurance for Postpartum In-Network Providers. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	--------none--------
	Rehabilitation services	20% coinsurance	40% coinsurance	*See Therapy Services section.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	40% coinsurance	*See Durable Medical Equipment section.
	Hospice services	20% coinsurance	40% coinsurance	Life expectancy up to 12 months.
	Children's eye exam	No charge	40% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's dental check-up	Not covered	Not covered	--------none--------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Children's dental check-up
- Cosmetic surgery
- Dental care (Adult)
- Glasses for a child
- Hearing aids
- Infertility treatment
- Long-term care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care
- Most coverage provided outside the United States. See www.bcbsglobalcore.com
- Private-duty nursing Facility Setting only
- Routine eye care (Adult)
- Routine foot care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Does this plan provide Minimum Essential Coverage? Yes.
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes/No.
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$250**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$250
Copayments	$0
Coinsurance	$2,500
What isn't covered	
Limits or exclusions	$70
The total Peg would pay is	**$2,820**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$250**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$100
Copayments	$100
Coinsurance	$0
What isn't covered	
Limits or exclusions	$4,300
The total Joe would pay is	**$4,500**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$250**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$250
Copayments	$100
Coinsurance	$300
What isn't covered	
Limits or exclusions	$10
The total Mia would pay is	**$660**

The plan would be responsible for the other costs of these EXAMPLE covered services.

We're here for you – in many languages

The law requires us to include a message in all of these different languages. Curious what they say? Here's the English version: "You have the right to get help in your language for free. Just call the Member Services number on your ID card." Visually impaired? You can also ask for other formats of this document.

Spanish
Usted tiene derecho a obtener asistencia en su idioma sin cargo. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación ¿Tiene alguna deficiencia visual? También puede solicitar este documento en otros formatos.

Chinese
您有權免費獲得使用您的語言提供的協助。只需撥打印於您的 ID 卡上的會員服務部電話號碼即可。視力障礙？您也可以索取本文件的其他格式。

Vietnamese
Quý vị có quyền nhận trợ giúp bằng ngôn ngữ của mình, miễn phí. Quý vị chỉ cần gọi đến số điện thoại của Ban Dịch vụ Thành viên trên thẻ ID của quý vị. Quý vị bị khiếm thị? Quý vị cũng có thể yêu cầu các định dạng khác của tài liệu này.

Korean
귀하는 귀하의 언어로 된 도움을 무료로 받을 권리가 있습니다. 귀하의 ID 카드에 있는 가입자 서비스 번호로 전화하십시오. 시각 장애인이신가요? 다른 형식으로 된 이 문서를 요청하실 수 있습니다.

Tagalog
May karapatan kang makakuha ng tulong na nasa iyong wika nang libre. Tawagan lang ang numero ng Member Services na nasa iyong ID card. May kapansanan sa paningin? Maaari ka ring humingi ng iba pang mga format ng dokumentong ito.

Russian
У вас есть право на бесплатное получение помощи на вашем родном языке. Просто позвоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. У вас проблемы со зрением? Вы также можете запросить этот документ в других форматах.

French Creole
Ou gen dwa jwenn èd nan lang ou gratis. Jis rele nimewo Sèvis Manm ki sou Kat ID ou a gratis Gen pwoblèm vizyèl? Ou ka mande tou pou lòt fòma nan dokiman sa a.

Arabic
لك الحق في الحصول على هذه المعلومات والحصول على المساعدة بلغتك مجانًا. فقط اتصل برقم خدمات الأعضاء الموجود على بطاقة هويتك. هل تعاني من ضعف البصر؟ يمكنك أيضًا طلب تنسيقات أخرى لهذه الوثيقة.

French
Vous avez le droit d'obtenir de l'aide dans votre langue gratuitement. Appelez simplement le numéro du Services membres figurant sur votre carte d'identité. Vous êtes une personne malvoyante ? Vous pouvez également demander à accéder à ce document dans d'autres formats.

Persian
شما حق دارید به زبان خود به صورت رایگان کمک بگیرید. فقط با شماره خدمات اعضا مندرج در کارت عضویت خود تماس بگیرید. آیا دچار اختلال بینایی هستید؟ همچنین می‌توانید فرمت‌های دیگر این سند را در خو است کنید.

Armenian
Դուք իրավունք ունեք անվճար օգնություն ստանալու ձեր լեզվով: Պարզապես զանգահարեք ձեր ID քարտի վրա գտնվող Անդամների սպասարկման համարին: Տեսողության խնդիրներ ունեցո՞ղ եք: Կարող եք նաև խնդրել այս փաստաթղթի այլ ձևաչափեր:

Japanese
あなたにはあなたの言語で無料で支援を受ける権利があります。ID カードに記載されている会員サービス番号にお電話ください」視覚障害をお持ちですか？他の形式でこの文書を要求することもできます。

Italian
Hai il diritto di ricevere assistenza gratuita nella tua lingua. Basta chiamare il numero del Servizio Membri presente sulla tua tessera identificativa. Hai problemi di vista? È possibile richiedere anche altri formati di questo documento.

German
Sie haben das Recht, kostenlose Hilfe in Ihrer Sprache zu erhalten. Rufen Sie einfach die Nummer des Mitgliederservices auf Ihrer ID-Karte an. Sehbehindert? Sie können dieses Dokument auch in anderen Formaten anfordern.

Polish
Masz prawo do bezpłatnej pomocy w swoim języku. Wystarczy zadzwonić pod numer Biura Obsługi Klienta podany na karcie identyfikacyjnej. Masz wadę wzroku? Możesz również poprosić o inne formaty tego dokumentu.

Pennsylvania Dutch
Du hoscht's Recht fer Hilf griege in dei Schprooch fer nix. Duh yuscht die Member Services Number uffrufe uff dei ID Card. Hoscht Druwwel fer sehne? Du kannscht des do Schreiwes in en differnter Weg griege so as du's besser sehne kannscht.

TTY/TTD:711

It's important we treat you fairly

We follow federal civil rights laws in our health programs and activities. Members can get reasonable modifications as well as free auxiliary aids and services if you have a disability. We don't discriminate, on the basis of race, color, national origin, sex, age or disability. For people whose primary language isn't English (or have limited proficiency), we offer free language assistance services like interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711) or visit our website. If you think we failed in any areas or to learn more about grievance procedures, you can mail a complaint to: Compliance Coordinator, P.O. Box 27401, Richmond, VA 23279, or directly to the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201. You can also call 1-800- 368-1019 (TDD: 1-800-537-7697) or visit https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Smith RX Plan Progress

Individual Out of Pocket Max - $9,200

Family Out of Pocket Max - $18,400

Prescription Coverage:

Pharmacy Type/Network	Tier	Copay	Coinsurance
Mail Order	Generics/Low Cost Brand	$15.00	N/A
	Non-Preferred Brand	$45.00	N/A
	Preferred Brand	$30.00	N/A
	Generics/Low Cost Brand	$30.00	N/A
	Non-Preferred Brand	$90.00	N/A
	Preferred Brand	$60.00	N/A
Retail	Generics/Low Cost Brand	$15.00	N/A
	Non-Preferred Brand	$45.00	N/A
	Preferred Brand	$30.00	N/A
	Generics/Low Cost Brand	$30.00	N/A

Pharmacy Type/Network	Tier	Copay	Coinsurance
	Non-Preferred Brand	$90.00	N/A
	Preferred Brand	$60.00	N/A
Specialty	Non-Preferred Specialty	$45.00	N/A
	Preferred Specialty	$30.00	N/A

APPENDIX E
BROOKLYN EDUCATION ASSOCIATION
SICK LEAVE BANK POLICY

The Sick Leave Bank was established to assist BEA members who have exhausted their supply of accumulated sick days due to situations beyond their control.

1. In order to be eligible to withdraw days, an employee must have contributed to the Sick Leave Bank during an uncapped year; however, members who have been prevented from contributing due to "capped years" who borrow from the Sick Leave Bank will donate one sick day to the bank as soon as it falls below the capped amount.

2. All contributions must be made by September 30th of each year or the date that the unified dues are due.

3. Requests may only be made when an employee has exhausted all accrued sick leave and advancements.

4. Withdrawals will be limited to 5 days per year per eligible employee, except in cases deemed by the Sick Leave Bank committee to be catastrophic or medically necessary, however, under no circumstances will the amount of days granted to any one employee exceed thirty (30).

5. All requests must, at a minimum, meet the guidelines set forth in the contract as valid use of sick leave.

6. At a minimum, members eligible for donation will be guaranteed an amount equal to the number of days contributed by that member as determined by the BEA.

7. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods may not qualify for Sick Leave Bank donation. A doctor's recommendation will be considered in evaluating the request.

8. All requests must be made using the appropriate form and submitted to any committee member. Forms can be obtained from any building representative.

9. The Sick Leave Bank committee will meet within one week of the request.

10. The committee will be established at the beginning of each school year by the executive committee of the Brooklyn Education Association. The committee will be composed of at least 5 people with representation from each building. The BEA recording secretary will be responsible for maintaining all records for the Sick Leave Bank Committee.

11. In extraordinary circumstances, variances from these rules can be made upon agreement of the Committee and the Superintendent.

APPENDIX F
BROOKLYN EDUCATION ASSOICATION SICK LEAVE BANK APPLICATION

Name _____ Date _____

Building/position _____

Number of sick days used this school year _____

Date(s) of days requested _____

Reason for request: _____

_____

_____

_____

I understand and agree to the conditions of the Brooklyn Education Association's *Sick Leave Bank Policy* and have exhausted all of my accumulated sick leave and advancements.

_____
Signature

_____ Approved _____ days _____ Denied

_____
BEA President

_____
BEA Recording Secretary

Cc: Treasurer
Applicant
Building Principal

APPENDIX G
GRIEVANCE REPORT

Brooklyn City Schools _____
Filing Date

Building and Assignment: _____

GRIEVANT: _____

LEVEL: _____

Date Grievance Discussed with Supervisor/Principal: _____

Date of Grievance: _____

Statement of the Alleged Grievance (the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement, or the violation of fair treatment, and reference to the specific contract provision(s) involved, where applicable):

_____

Relief sought by the grievant:

_____

Date: _____ Signature of Grievant: _____

Disposition by Principal: _____

_____

Date: _____ Signature of Administrator: _____

Grievant and/or BEA Building or Association Representative Position: _____

Date: _____ Signature of Building or Association Rep: _____

DISTRIBUTION:

1. Principal
2. Building or Association Representative
3. Grievant
4. PR&R Committee*
5. Superintendent*

*Copies 4 and 5 to be forwarded to PR&R Committee when grievance is processed at Level 2.

ALL PROVISIONS MUST BE STRICTLY OBSERVED IN SETTLEMENT OF GRIEVANCE

APPENDIX H
AFTER-SCHOOL EVENT ATTENDANCE LOG

Teacher Name: _____

School Name: _____

School Year: _____ Grading Period: 1 2 3 4

By submitting this form, the undersigned teacher affirms their attendance at the following events during the grading period. The teacher understands that falsification of this form may lead to discipline.

Event Name	**Date of Event**

Teacher Signature: _____

Submission Date: _____