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Master Agreement

Brookfield Federation of Teachers

and

Brookfield Board of Education

June 30, 2011 through June 29, 2014

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Master Agreement

Brookfield Federation of Teachers

and

Brookfield Board of Education

June 30, 2014 through June 29, 2015

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PREAMBLE

Joint Commitment to Professionalism

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

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

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

Professionalism is a key ingredient to this perception.

Article I

Recognition

The Brookfield Federation of Teachers, hereinafter referred to as the "B.F.T", is recognized by the Brookfield Board of Education, hereinafter referred to as the "Board", as the exclusive representative of all eligible certificated/licensed personnel employed by the Board. Eligible certificated/licensed personnel include all full-time and part-time regular classroom teachers, guidance counselors, remedial teachers, nurses, librarians, technology coordinators (a certificated/licensed employee engaged to instruct students in an educational setting relative to technology, computer use, etc.), and tutors. This definition excludes Superintendent, principals, assistant principals, casual substitute teachers¹ and Computer Network Support Technicians (who shall not have any assignments to teach).

The B.F.T. shall be the recognized bargaining agent for the unit until challenged and replaced in accordance with Ohio Revised Code Section 4117.

Article II

B.F.T. Rights and Privileges

A. The B.F.T. shall:

1. have use of bulletin boards in the unit members' lounge or areas reserved for unit members' use in the buildings;
2. be permitted to make brief announcements during faculty meetings with prior consent given by the building principal;
3. have the right to place B.F.T. materials in the unit members' mailboxes in each building;
4. receive an advance copy of the agenda and accompanying material of each board meeting;
5. be permitted to participate in the initial orientation meeting of each school year in each building;
6. be allowed to have its representatives, who are not employees of the District, enter buildings to conduct B.F.T. business with unit members before and after school hours and during lunch periods so long as the instructional program is not interrupted;
7. have equalized payroll deduction of dues for members who authorize such deductions, deducted in accordance with each unit member's pay period (26 pay periods or 19 pay periods). Such deductions shall remain in effect

¹ Casual substitute is defined as a teacher who is employed to fill the temporary vacancy created by the absence of a member or members of the bargaining unit for a period of less than sixty (60) work days in any one (1) school year.

from year to year unless revoked by the unit member or upon termination of employment. The Treasurer of the Board shall send to the Treasurer of the B.F.T., the amount of dues deducted, within ten (10) days of the date on which paychecks were issued. A list of those unit members participating in dues deductions shall be given to the B.F.T. by October 1st of each year.

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

B. Exclusivity

All of the rights and privileges granted to the B.F.T. in this Article shall be exclusive of

any other organization which could represent the bargaining unit in accordance with ORC 4117.

C. Board's Deficit Budget

Representatives of the Brookfield Board of Education and the B.F.T. will meet to negotiate in good faith concerning any effects on the B.F.T. of the school Board's deficit budget situation. Either side may initiate such meetings and the time and place must be mutually agreed upon.

Article III

Contract Modification

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

Article IV

Bargaining Procedures

A. The Parties

The Board and the B.F.T. state that these procedures shall govern contract bargaining between the parties.

B. Scope of Bargaining

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

C. Request for Bargaining

1. The Master Agreement shall be from July 1, 2011, through June 29, 2014.

Negotiations between the Board and the B.F.T. shall commence within the first ten (10) days of March in the year the contract expires. All issues for negotiations must be submitted by both the Board and B.F.T. to the other party no later than March 1.

2. Proposals shall specify in form and detail that to which agreement is sought.

3. Articles and provisions of this Master Agreement not submitted for modification or change shall be incorporated as part of the successor Master Agreement.

D. Bargaining Meetings

1. Bargaining meeting shall be scheduled at the request of the parties and, until bargaining is concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places, and times to avoid as nearly as practicable, conflict and interference with school employment schedules.
3. Bargaining meetings shall be closed to the press and the public.
4. Either party may recess for caucuses at any time. The parties agree that caucuses should be kept to a maximum of thirty (30) minutes. Whenever a caucus will extend beyond thirty (30) minutes, the party taking the caucus is expected to notify the other party.
5. Tentative agreements may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each tentative agreement brought back to the table shall be discussed. But, if it not changed by mutual agreement, it shall remain a tentative agreement.
6. Negotiation meetings shall last for a maximum of ten (10) hours unless extended by mutual agreement.

E. Representation

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

F. Information

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

G. News Releases

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

or until impasse is declared, whichever is later.

H. Agreement

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

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

3. The aforesaid agreement shall be reproduced for distribution to both parties. The cost of reproduction will be divided equally between the parties.

I. Disagreement

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediation services shall be shared equally by the Board and the B.F.T. However, if after sixty (60) days from the commencement of negotiations should either side request that negotiations be extended before mediation, and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiating session ninety (90) days from the day of the initial meeting.
2. The mediator shall be supplied first by S.E.R.B or by F.M.C.S.
3. The Master Agreement between the Board and the B.F.T. may be extended by mutual agreement of both parties.

Article V

Reduction in Force

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

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

- A. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are certificated/licensed. Unit members serving under continuing contracts will be placed at the top of the lists in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority.
- B. System seniority will apply and is defined as the total number of years of continuous service in the District. A year is defined as one hundred twenty (120) days of work and/or leave with pay in any one (1) school year. Seniority is affected as follows:
 1. Board approved leaves of absence and suspension of contracts will not interrupt continuity of service.
 2. Unit members on sabbatical leave, assault leave, sick leave, and any approved professional growth leave shall continue to accrue seniority.
 3. If two (2) or more unit members have the same number of years of continuous service, seniority will be determined by:
 - a. The total number of months of continuous service.
 - b. A flip of a coin or drawing of straws when there are more than two involved. This shall be done within one month after such employment.

- C. A recommended reduction in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on the seniority list in another area for which the displacing unit member is certificated/licensed.
- D. The names of unit members whose limited contracts are suspended due to reduction in force shall be placed on a recall list for twenty-four (24) months from the last day of work following Board action on such suspension. Continuing contract unit members shall remain on the recall list for seventy-two (72) months. If any unit member refuses to accept a position offered to him/her during the time on the recall list for which he/she is properly certificated/licensed, recall rights shall be forfeited.
- E. In the event that an existing position is vacant or a new position is created, such position shall first be filled by a properly certified unit member that is on RIF (Reduction In Force); then by a unit member who volunteers for transfer; then by new staff, in that order. If there is more than one (1) unit member in any of these groups, seniority in the Brookfield School System shall be the deciding factor.

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

Whenever a vacancy occurs or new position is created, the Board shall send a certified letter of notice to the address on file stating the position that is vacant, whether it is full or part time, and that the unit member is being recalled to fill that position. A unit member on recall list shall not be required, by these provisions, to accept employment for less time than held at time of RIF. If there is more than one (1) properly certified unit member whose contract has been suspended, the notice shall list the names of each and their rank of seniority. The notice shall be sent to each. The unit member must reply in writing within fifteen (15) days of the postmark of the certified letter or by certified mail which must be postmarked no later than fifteen (15) days after the postmark of the Board's certified notice. Failure of a unit member, who is eligible, to timely respond shall result in forfeiture of recall rights.

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

- F. Unit members whose contracts are to be suspended will receive notice of the suspension thirty (30) days before their contract is suspended.

- G. Unit members who choose not to displace another unit member under Section C above, or to accept a position in an area other than in the area in which he/she was teaching when the suspension of contracts were affected, shall not forfeit recall rights.

Article VI

Board Property

No unit member shall be held responsible for loss, damage, or destruction within the school or property or children's property, when such loss, damage or destruction is not the fault of the unit member. Unit members must report to the Administration, however, any personal knowledge they have concerning loss, damage or destruction caused either to school property or that of students and staff when the damage occurs on school property.

Article VII

Working Conditions

A. **Class Size**

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

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

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

B. **Clerical Assistance**

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

1. Maintaining and recording information on permanent records.
2. Duplicating instructional and other materials.
3. And, teachers shall do the following:
 - a. In grades 4-12, teachers shall use the District's computerized system to input grades, progress or interim reports, ad report card commentary.
 - b. In grades K-3, teachers shall place the number of days absent, grades,

progress information, and any comments to students' report cards. Whenever the computer program is expanded, grades, attendance records, progress or interim reports, and comments currently placed on students' report cards by teachers shall be done through the computerized system. Unit members shall give academic progress reports to their students to take home in grades K through 3.

- c. The B.F.T. and the Board will cooperate in identifying how to have teachers address technical NEOMIN issues.

C. Lunch Periods

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

D. Leaving the Building

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

E. Grading Periods

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

Student performance will be monitored by providing progress reports to the parents at the middle (week six) of the first grading period. An early student dismissal will be provided on one school day for this purpose during the middle of the first grading period. In the fifth (5th) week of each of the remaining grading periods, or any time thereafter, each unit member will make out a progress report on students who are achieving below their potential based upon unit member judgment and school records.

F. In-Service Programs

The principal, together with the Building Advisory Committee, will make decisions concerning the development and presentation of in-service programs.

G. Departmental Meetings

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

H. Faculty Meetings

Faculty meetings shall be called at the discretion of the building principal when items of importance are necessary to be discussed. An agenda for the meeting covering all known matters will be provided to the unit members at least twenty-four (24) hours in advance. No faculty meetings shall exceed one (1) hour in duration, except in emergency situations.

I. Non-Teaching Duties

1. The Board will arrange the scheduling of buses so as to reduce the number of members of the bargaining unit assigned to bus duty and/or the amount of time required for bus duty.
2. Members of the bargaining unit who are assigned bus duty, other than those with supplemental contracts for "Busy Duty" (above), shall be granted compensatory time off equal to such time worked. This compensatory time off shall be taken within two (2) weeks following the assigned bus duty. Compensatory time off will be coordinated with and approved by the respective building principal.
3. When the Board and the B.F.T. believe the Board can use non-certified personnel in a way that is advantageous to the educational program at any level, the Board may use non-certified/licensed personnel to perform non-instructional duties (cafeteria/recess and study hall supervision) so long as the time teachers are removed from such current duties is utilized to allow them to provide for the enhancement of educational opportunities, including but not limited to additional instruction educational outreach.

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

1. The work day for the bargaining unit shall be seven (7) hours and thirty (30) minutes with 15 minutes of each day designated as "Common Time" which will not be part of Planning Time. Common Time will be without the responsibility of supervising or instructing students. These 15 minutes shall be used by bargaining unit members for collaboration with colleagues and administrators about educational and instructional matters. The teachers and administrator of each building will work collaboratively to determine at what part of the work day the Common Time will take place.
 - a. Regular school hours for unit members assigned to grades 5th through 12th will be from 7:30 AM to 2:45 PM.
 - b. Regular school hours for unit members assigned to grades Kindergarten through 4th will be from 8:15 AM to 3:30 PM.
 - c. Students will report to a designated location or locations and shall not be permitted in the halls or classrooms until five (5) minutes before the beginning of the start of class.

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

K. Planning Time

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

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

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

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

L. Professional Libraries

The Board shall provide \$300.00 each school year of the contract for Professional Staff Libraries upon requisition by the B.F.T. Library Committee and processed according to regular procedures. Professional Staff Library materials may include professional books, periodicals, films, filmstrips, audio-visual cassettes, instructional books and guides, and other current related educational and resource materials.

The professional library shall be housed, at the discretion of the B.F.T., in one or two school libraries. The librarian(s) shall provide to the B.F.T., upon request, a list of items purchased and the cost of each item. The Board Treasurer shall provide to the B.F.T., upon request, the current balance in the professional library fund.

An inventory of items in the professional library shall be kept in writing by the school librarian of the building at which the professional library is housed. A copy of this inventory shall be given to the B. F.T. and Board, annually, no later than the last week of school.

M. Extra-Curricular Activities

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

N. Student Teachers

Student teachers will be assigned only by mutual consent of the unit member and school administrator. A unit member may request an assignment of a student teacher. All requests may not be honored due to availability of student teachers, and the administration regulating numbers of student teachers within the grade level and the departmental structure of the school.

O. Lunch-Duty Supervision

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

P. School Year

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

180 Classroom instruction days including up to two (2) days for parent-teacher conferences, the dates and times to be scheduled jointly by the Superintendent and B.F.T.

2 In-service days at the start of the school year.

1 In-service day at the end of the school year.

2. Open House

Unit members who attend an "open house" shall not be required to attend the third in-service day except from 8:00 AM to 12:00 PM.

Q. Travel

All unit members who are on official school business or assigned to teach in more than one (1) building within one (1) work day will be paid mileage for all authorized travel. The rate shall be that which is equal to the per mile allowance standard being utilized by the Internal Revenue Service that is in effect on July 16th of each year. Such rate shall be effective for the period of July 1st through June 30th of any year. Any changes made by the IRS during this period shall become effective with the ensuing July 1st.

R. Emergency/Restroom Procedure

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

S. Elementary Schedule

1. Elementary teachers (K-4) shall report at 8:15 AM.
2. Planning time shall be schedule by principals, in accordance with Article VII, Section K., with input from the Building Advisory Committees. Unit members in K-4 shall have a daily planning period of at least thirty (30) continuous minutes in accordance with Article VII, Section K.
3. Unit members will have a five (5) hour and fifteen (15) minute instructional day.
4. Unit members will take children out for a fifteen (15) minute break in the morning or afternoon.
5. Hall duty and bus duty will be on an equitable and rotated basis.
6. All unit members may schedule conferences on planning time or after 3:30 PM at the convenience of the unit member and parent.

T. Substitute Teaching

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

In the event that a substitute teacher has not been procured during the absence of a regular classroom teacher, unit members who voluntarily monitor any other teacher's students shall be compensated at the rate of \$15.00 per class period or partial class period with the following stipulations:

1. A list of volunteering teachers shall be compiled at the beginning of each grading period.
2. The volunteering teacher shall have the right to refuse coverage due to other commitments/responsibilities during his/her planning period on a case-by-case basis.
3. Every effort should be made by the Building Administrator to rotate

volunteering teachers used during a particular class period

4. Compensation shall be paid to the volunteering teachers by the second pay period following the end of each grading period.

U. Professional Development Committee

1. Appointments

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

2. Purpose

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

- b. The committee members shall determine the time, place, and frequency of meetings. Attendance at any meetings scheduled for after school or in the summer shall be compensated at eighteen dollars (\$18.00) per hour.

3. Process

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

4. Function

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

- b. Appeal

Written appeals shall be submitted to the LPDC chairperson within twenty (20) contract days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the LPDC. An appeal may be presented in person at the next regularly scheduled LPDC meeting. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than three (3) work-days before that regularly scheduled LPDC meeting. Written notification of the appeal decision shall be provided within five (5) work-days following the LPDC meeting. If the appeal is

denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members of the mediation team must hold a current Ohio Department of Education certificate/license.

c. Accountability Audit

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

V. Supplemental Salary Committee

1. A Supplemental Salary Committee shall be established, to review both athletic and non-athletic supplemental. This Committee shall consist of three (3) bargaining unit members appointed by the B.F.T. President and three (3) members of the administration or Board of Education appointed by the Superintendent. The functions of the Committee shall include:
 - a. Reviewing the present supplementary salary schedules to determine whether the current compensation remains competitive when viewed against comparable school districts;
 - b. Reviewing the present supplementary salary schedules to determine whether positions should be added or eliminated;
 - c. Developing recommendations for changes in the present supplemental salary schedules and to add or eliminate supplemental positions; and
 - d. Presenting recommendations for changes in the present supplemental salary schedules and to add or eliminate supplemental positions to the Superintendent and Union President no later than one hundred twenty (120) days prior to the expiration of this Agreement.
2. This Committee shall meet upon agreement of a majority of the Committee.

W. Special Education / IEP Team

Special education teachers who are required to write IEPs (Individualized Educational Plans) will be given four (4) half-days throughout the school year release time from regular duties for this purpose. These days shall be on dates mutually agreeable to the special education teacher(s) and the principal(s).

Special education teachers who need additional time for writing IEPs may petition the Superintendent in writing for his/her approval.

Article VIII

Grievance Procedure

A. Definitions

1. *Grievance Policy* – The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its unit members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all unit members and no reprisals of any kind shall be taken against any unit members initiating or participating in the grievance procedure.

Grievance Defined – A grievance is a complaint involving the violation, Interpretation, or application of this negotiated Agreement between the Board and the B.F.T.

2. *Aggrieved* – The lodging of any grievance shall be the exclusive right of the individual unit member or the B.F.T. The B.F.T. shall have the right to lodge a grievance on its own behalf or to appeal any action of the grievance of an individual unit member.

B. Grievance Procedure

Step One: The aggrieved shall first discuss such grievance with his/her building principal.

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

The building principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within

five (5) working days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the unit member and the Superintendent.

Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the aggrieved, such unit member may appeal in writing within fifteen (15) working days to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within ten (10) working days after receipt of the request. The aggrieved unit member shall have the right to be represented at such hearing by counsel or by a representative of the B.F.T..

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

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

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

parties shall also split the cost or expense associated with use of a court reporter if both parties agree to use the services of a court reporter.

C. Unfair Labor Practice Charges

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

Article IX

Leaves of Absence

A. Personal Leave

Unit members shall be granted three (3) personal leave days per year with full pay. Unused personal leave days shall be converted to sick leave annually in July.

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

Personal leave is to be used only for matters which cannot be scheduled outside of regular hours. Such leave shall not be taken during State mandated test dates nor during the first five (5) days and last five (5) days of the school calendar year, unless an emergency exists and written permission is granted by the Superintendent.

1. Emergencies:

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

2. Obligations:

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

3. Personal reasons with the exception of medical.

B. Professional Meeting Leave

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

1. Proper application has been filed with the building principal at least two (2) weeks prior to the professional meeting. In case of emergency, this time limit will be waived.
2. Application shall be made on a Board-provided form attached as Exhibit A.
3. The unit member must submit a summary of the professional meeting attended to the Superintendent within one (1) week after attendance of meeting, seminar, workshop, clinic, etc.
4. The professional meeting expenses incurred by the employee and listed on the application will be paid by the Board upon completion of the above conditions.

C. Sick Leave

Each unit member shall be entitled to accumulate one and a quarter (1¼) days of sick leave per month.

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

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

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

Falsification of sick leave may be grounds for termination.

D. Assault Leave

In accordance with and subject to O.R.C. 3319.143, the Board shall grant assault leave to any unit member who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. Such absence shall be with full pay during the period of absence. The Board shall provide the unit member with the proper forms for filing for Workers' Compensation benefits and the unit member shall promptly apply for such

benefits. Benefits paid by Workers' Compensation to the unit member as compensation for time of work shall be reimbursed to the Board. The Board shall provide a medical form to be signed by a licensed physician indicating the nature of the disability and length of absence.

The Board shall provide a form on which the employee shall state the nature of the assault.

Assault leave shall not be charged against any other leave.

E. Maternity/Adoption/Child Care Leave

1. Maternity Leave

- a. A pregnant unit member shall be granted, upon written request, unpaid maternity leave. The effective date of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of leave.
- b. A pregnant unit member may use upon written request, accumulated sick leave while pregnant, and up to six (6) weeks after the pregnancy ends. Maternity leave will terminate six (6) weeks from when the pregnancy ends.
- c. Upon return to service following maternity leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of inservice days, days taught, used sick leave days, used personal leave days, and used professional leave days equal at least one hundred twenty (120) days.
- d. A unit member on maternity leave shall be maintained on all insurance programs up to six (6) weeks after the pregnancy ends.

2. Adoption Leave

- a. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing he/she is the adoptive parent.

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

3. Child Care Leave

- a. Any unit member shall be granted, upon written request, leave for child-rearing for up to two (2) years without pay, which shall include the remainder of the school year in which the leave began and the one (1) additional year. A unit member who wants to continue leave after the end of the school year in which the leave began shall notify the Superintendent in writing by July 10th prior to the beginning of the ensuing school year. Such two (2) year child care leave will, upon request, be granted during each five (5) years of service providing he/she returns to work for a minimum of one (1) school year following such leave.
- b. A unit member shall notify the Superintendent in writing at least thirty (30) days in advance of the beginning date of the leave. In emergency situations, the thirty (30) days shall be shortened.
- c. Upon return to service following child care leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days and used professional leave days total one hundred twenty (120) days.
- d. All insurance coverage shall be continued for those who are on child care leave in accordance with Section G of this Article.

- e. A unit member on child care leave may return to work at the beginning of a semester only or, if the leave is for less than one (1) year, at the beginning of any nine (9) week grading period, by giving the Superintendent written notice forty-five (45) days in advance.

F. General Leave

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

G. Insurance While On Leave

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

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

H. Sabbatical Leave

A unit member who has been credited with five (5) or more years of employment in the District, and who is not within five (5) years of eligibility

for retirement may be granted, upon request, contingent upon compliance with the following requirements, leave with pay for the purpose of professional growth in their related certified areas of instruction. The Board may approve sabbatical leave for one (1) Board adopted school calendar year.

School Board Requirements:

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

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

I. B.F.T. Leave

The Board shall grant professional leave with full pay for one (1) or two (2) delegates of the B.F.T. to attend meetings and conventions of either the O.F.T., A.F.T., or AFL-CIO. Professional leave shall not exceed a total of two (2) days during any school year regardless of how many delegates go.

Application for professional leave shall be submitted to Superintendent at least two (2) weeks prior to a Board meeting.

J. Jury/Hearing Leave

Unit members who are called to serve on Jury Duty or are subpoenaed to appear at legal hearings which are related to the unit members' employment by the Brookfield Board of Education shall be granted leave with full pay. Payment received from the agency causing the service of the unit member, up to the amount of full pay, shall be remitted to the Board, except the unit member may deduct from such remittance, the amount spent on parking up to \$6.00 per day, but only to the amount of the actual receipt(s) which must be submitted to the Treasurer of the Board.

K. Family and Medical Leave

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

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

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

1. the birth or care of a child
2. the adoption or foster care of a child

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

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

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

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

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

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

Upon written notification from the Superintendent, Family and Medical Leave will be tolled concurrently with the individual's accrued sick leave. Such

notification will apply only to sick leave use of five (5) or more continuous days taken for the same reason.

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

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

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

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

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

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

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

Should a bargaining unit member believe the Board has violated either a provision of the Section or a provision of the FMLA, the employee may elect to have his/her claim reviewed under either the grievance procedure appearing in Article VIII of this Agreement or under the enforcement procedures appearing in

the FMLA, but not both.

Article X

Personnel Files

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

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

no longer accurate, relevant, timely, or complete. The unit member shall be notified of such removal.

- I. Anytime that a dispute exists between the Superintendent and a unit member over the accuracy, relevance, timeliness, or completeness of any information in his/her file, he/she may make such dispute the subject of the grievance procedure contained in the Master Agreement.
- J. Information shall be placed in the file and the file shall be used only to the extent that it is essential to operate adopted school programs and stated purposes of the District.

Article XI

Unit Member Welfare

A. Appraisal Review Committee

Appraisal Review Committee (ARC): The parties agree to an ongoing, collaborative and comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Appraisal Review Committee (ARC) will be formed with four (4) members appointed by the B.F.T. and three (3) administrators appointed by the Superintendent, in addition to the Superintendent or his/her designee, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and B.F.T. for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. The parties agree that an initial review of the current evaluation process and recommended changes, if any, will be completed in advance of the second year of this Agreement. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the B.F.T. The ARC will meet no less than four (4) times per year or as otherwise determined by the Committee.

B. Job Security

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

1. Teacher Evaluation

- a. A formal teacher evaluation shall consist of two (2) observation sessions conducted by the building principal for at least thirty (30) minutes each.
- b. A pre-observation conference shall be conducted prior to the first observation. During this conference, the teacher shall provide evidence demonstrating: (i)

plans on meeting academic standards; (ii) student assessment strategies; (iii) plans on maintaining positive learning environments; (iv) continued adherence to professional standards; and (v) instructional strategies that promote high level thinking skills. Pre-observation conferences shall not be required for subsequent observations during the same school year unless deficiencies are identified during a previous pre-observation conference.

- c. The building principal may schedule a post-observation conference to discuss the observation and identified strengths and weakness of the teacher.
- d. The teacher will be provided a copy of any completed observation form(s). The completed form(s) will constitute an observation report(s). Two observation reports within a school year will constitute the evaluation record for that school year.
- e. Should an observation report identify performance deficiencies, the building principal and teacher will discuss an action plan, which delineates corrective actions to be taken by the teacher and areas of needed improvement.
- f. The teacher will sign the observation form to acknowledge awareness of its contents. Any teacher who disagrees with the observation report may respond to it in writing within five (5) school days of receiving the observation report. The teacher's response will be attached as part of the evaluation record.
- g. Teachers on continuing contracts will be evaluated at least once every three (3) years.
- h. Teachers on limited contracts will be evaluated a minimum of two (2) times per school year. The first evaluation cycle will be completed before January 31st. The second evaluation cycle will be conducted February 1st and April 1st, unless a previously noted deficiency necessitates an earlier second evaluation cycle. These evaluation cycles may be extended should the building principal not be able to conduct observations of the teacher due to the teacher's absence(s) from work.
- i. Unit members assigned to more than one building shall not be formally evaluated more total times per year than other unit members of like contract status.
- j. The Board shall use the Pre-observation Conference Form, Teacher Evaluation Observation Scripting Form, Teacher Evaluation Observation Summary Form, and the Teacher Evaluation Form, or such forms as developed by the Appraisal Review Committee.

2. Fair Dismissal (Non-Renewal)

- a. The evaluation form shall have a place on it where the evaluator indicates whether he/she based on the evaluation, recommends the unit

member for renewal or non-renewal. This means that the evaluations must show major deficiencies for a teacher to be non-renewed.

- b. If the Superintendent has determined to recommend non-renewal of a teacher to the Board, he/she shall give the teacher the reasons for that recommendation in writing at least five (5) work days prior to official action by the Board.
- c. If requested by the teacher, the Superintendent shall meet with the teacher to discuss the reasons for the recommendation of non-renewal. The teacher must request this meeting no later than two (2) work days before the Board meeting at which official action on the non-renewal will take place.
- d. Should the Board non-renew a teacher, it will have the Treasurer provide written notice to the teacher of the non-renewal no later than April 30th.
- e. In the event a teacher recommended for non-renewal presents a written request not to be reappointed prior to the Board's regular April Board meeting, the Board need not provide the teacher written notice of non-renewal under Section 2(c).

C. Teaching Assignments and Transfers and Supplemental Assignments

1. Not later than July 15th, each unit member shall be notified in writing of any changes in the subject area of his/her program for the ensuing school year, including the school to which he/she will be assigned, the grades and/or subjects that he/she will teach, and any special or unusual classes or assignment.
2. Throughout the twelve month calendar year, all unit members will receive individual written notification of any job openings (including supplemental positions) at least ten (10) days prior to the employment of any individual who is not currently a unit member.

D. Severance Pay

1. A unit member, upon retirement, shall receive severance pay in accordance with the following formula: salary divided by one hundred eight-three (183) times one fourth (1/4) of accumulated unused sick leave to a maximum of sixty (60) days.
2. To be eligible to receive severance pay benefits, the unit member must have been employed under contract for ten (10) or more years with the State of Ohio or any of its political subdivisions, and declare his/her intent to retire by making application for retirement benefits to one of the State School Retirement Systems, and by submitting a resignation to the Board.
3. Payment for severance shall be made within sixty (60) days after the following

conditions have been met.

- a. The unit members has applied for retirement benefits from the State Teachers Retirement System of Ohio.
 - b. The unit member has been accepted into the State Teachers Retirement System of Ohio.
4. The unit member may choose to receive full payment in January.
 5. Any amount of severance pay to which a unit member may have been entitled shall be paid to his/her estate upon the unit member's death.

E. Pay Periods and Alternatives

Each unit member shall have the option of receiving his/her earnings in either twenty-six (26) equalized payments or nineteen (19) equalized payments (the latter commencing the middle Friday of September of each year.) Payday shall be every other Friday. A unit member may also opt whether or not to receive his/her earnings through direct deposit. For those opting for direct deposit, the Board shall make arrangements with the clearinghouse to insure the timely deposit of funds so unit members have access to their pay on the regular pay day or the last work day before a holiday, scheduled school closing, or bank closing. The unit member shall receive his/her pay stub on or before the regular payday. Those opting not to select direct deposit will be responsible for submitting self-addressed, stamped envelopes prior to the end of the school year for checks issued during the summer months.

F. Extra-Curricular Passes

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

G. Advisory Committee

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

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

H. Summer School Employment

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

I. Attendance Incentive

For the months of September through May of each school year, each full-time member who misses one or fewer days per each month shall receive one dollar and fifty cents (\$1.50) per work day for each day of attendance that month.

The attendance incentive shall be paid as follows:

September, October, & November: By second pay period in December

December, January, & February: By second pay period in March

March, April, & May: By second pay period in June

Should a full-time member have attended all one hundred eighty-three (183) work days, he/she shall be entitled to an additional payment of one hundred fifty dollars (\$150.00) in his/her second pay period in June.

J. In-School Suspension/Intervention

1. Job Description – A secondary certificated/licensed personnel will be employed as an in-school suspension proctor for supervising in-school suspended students in grades six (6) through twelve (12).²
2. The position will be provided for the unit member on the recall list with

² The parties agree that the position of In-School Suspension Monitor is a bargaining unit position; however, for the first year of this Agreement only (2011-2012) it is understood and agreed that the Board may employ a non-certificated/licensed employee to fill the position.

secondary certification having the most seniority. If refused, the next unit member on the recall list with secondary certification will be offered this position, etc., until position is filled.

3. This position shall be full time for one hundred seventy-eight (178) days paid as stated on the supplemental salary schedule.
4. All rights and benefits of the Master Agreement between the Brookfield Board of Education and the Brookfield Federation of Teachers will be provided except as specified regarding salary and seniority.
5. Seniority – This position will accrue its own seniority, separate from but similar to teacher seniority and tutor seniority.
6. The in-school suspension proctor will be provided first option for the Saturday Detention Supplemental Position, and if refused, the position will be posted in accordance with the Master Agreement.
7. Members of the Bargaining Unit being offered this position, whether accepting or rejecting, shall remain on the recall list in accordance with their proper placement.

K. Detention on Saturdays (Supplemental Contract Junior and Senior High Schools)

1. The detention assignment on Saturdays during the school year will be for three and one-half (3½) hours from 7:45 AM to 11:15 AM.
 - a. The detention assignment will be divided into two (2) one hour detention sessions with one-half (1/2) hour allotted for clerical work.
 - b. Detentions will not be held on Saturdays during Thanksgiving, Christmas, and Easter breaks.
 - c. There will be no detention held on any Saturday when no students have been assigned detention(s).
2. First option for this supplemental contract shall be given to the In-School Suspension Proctor*. If refused, the supplemental contract will be offered to staff members. If no staff member accepts the position, it may then be offered to non-staff applicants.
3. Compensation for this assignment will be as per the Supplemental Salary Schedule.

*If position is in existence.

L. Student Disciplinary Educational Intervention Committee

The District and B.F.T. shall form a Student Disciplinary Educational Intervention Committee ("SDEIC"), which shall consist of three (3) B.F.T. members appointed by the B.F.T. President and two (2) administrators, designated by the Superintendent. The SDEIC will meet and develop a student disciplinary educational intervention program to recommend to the Board of Education and the B.F.T. The program will focus on obtaining grant monies for funding.

M. Tutor Seniority and Reduction in Force

1. Teacher seniority and reduction in force are stipulated in Article V (Reduction In Force).
2. Tutor seniority and teacher seniority shall be treated separately but shall follow the same guidelines as stipulated in Article V (Reduction In Force) subject to the following:
 - a. Continuity of service shall not be considered interrupted by the B.F.T. bargaining unit member being employed in a different B.F.T. bargaining unit position. A unit member who has been employed with the Board the last five (5) years, (three (3) years as a teacher and two (2) years as a tutor) would have three (3) years seniority as a teacher and two (2) years seniority as a tutor.
 - b. A unit member having seniority as a teacher and as a tutor and whose contract is suspended, shall be placed on the recall list and shall have recall rights to a teacher or tutor position in accordance with his/her seniority in that position.

A unit member having seniority as a teacher only and whose contract is suspended shall be placed on the recall list and shall have recall rights to a teacher position and to a tutor position providing he/she holds proper certification as a tutor and no other unit member on the recall list has seniority as a tutor.

A unit member having seniority as a tutor only and whose contract is suspended shall be placed on the recall list and shall have recall rights to a tutor position and to a teacher position providing he/she holds proper certification as a teacher and no other unit member on the recall list has seniority as a teacher.

A member of the unit who has seniority as a teacher and who accepts a recall to a tutor position shall retain his/her position on the recall list as a teacher in accordance with the provisions of Article V, Reduction In force.
 - c. A unit member who is a teacher shall not be transferred to a tutor position. A unit member who is a tutor shall not be transferred to a teacher position.

- d. Compensation of tutors shall be on an hourly basis as set forth in Appendix B.
- e. Tutor seniority shall be indicated separately on the recall list.
- f. In accordance with Article V, Section C, unit members may use "tutor" seniority to displace tutors only. Unit members may use "teacher" seniority to displace teachers only.

N. Purchase/Restoration of Service Credit

Upon written request and in accordance with the provisions of the State Teachers Retirement System Rule 3307-1-28, the Board shall make payroll deductions from the salary of the unit members for the purchase or restoration of service credit.

O. Early Bird/Night Owl Instruction

The Board may offer bargaining unit members the opportunity to participate in Early Bird/Night Owl Instruction subject to the following terms and conditions:

- 1. Early Bird/Night Owl Instruction may be offered at the high school and/or middle school level.
- 2. Early Bird shall mean starting one (1) hour before the school day begins to teach one (1) period of 48 minutes and Night Owl shall mean ending one (1) hour after the school day ends to teach one (1) period of 48 minutes.
- 3. Teachers shall receive their regular compensation as well as a supplemental contract for Early Bird/Night Owl at a rate of \$25.00 per hour.

Example #1: 1 hour per day x 5 days per week =
 178 days x \$25.00 = \$4,450.00 supplemental

Example #2: 2 hours per day x 1 day per week =
 54 days x \$25.00 = \$1,350.00 supplemental

When application of Early Bird/Night Owl Instruction is a matter of shifting a teacher's schedule to an early start/early release or late start/late release, the teacher shall not be entitled to the Early Bird/Night Owl supplemental contract/pay.

- 4. The Early Bird/Night Owl Instruction supplemental contract shall be a one-year limited supplemental contract that is automatically non-renewed at the end of each school year.

P. Part Time Employment

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

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

Q. Open House

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

R. Kindergarten/Extended Time

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

S. Payroll Deductions

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

T. Sick Leave Bank

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

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

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

1. The need for the leave must be for illness as defined in Ohio Revised Code 3319.141, and must be for the individual or his/her immediate family. Attendance at a funeral shall not be allowed except where the death occurred while the individual is on leave for illness. The immediate family shall include: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father in-law, grandmother, and grandfather.

Except for spouse, son, or daughter, the individual must demonstrate that he/she is needed to take care of the immediate family member.

2. There must be sufficient evidence of the need.
3. The use of leave is not for casual illness.
4. The need for the leave is immediate, and cannot reasonably be postponed to non-work time.

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

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

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

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

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

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

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

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

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

U. Calendar

Each January, two (2) calendar options shall be prepared by the B.F.T. and the Superintendent. The B.F.T. will present both options to its membership, who will vote to identify the calendar preferred by the membership. The Superintendent will

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

V. Unit Member Welfare

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

W. Criminal Background Checks / License Renewal

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

1. Fees charged to bargaining unit members associated with background checks required under O.R.C. §3319.39. (Any fees charged during the initial employment process associated with background checks required under O.R.C. §3319.39 do not qualify for reimbursement under this section.)
2. All certificate/license applications and renewal fees within thirty (30) days of submission of the proof of expenditure.

However, should a bargaining unit member be involuntarily terminated or voluntarily terminate his/her employment with the District (via resignation) during the life of this Contract, any reimbursement paid under this Section will be prorated and automatically deducted from the teacher's last paycheck. A retirement and reduction in force will not be considered to constitute voluntarily terminating employment under this section.

X. New Teacher Orientation

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

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

Y. Tuition Reimbursement

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

The unit member is responsible for notifying the Treasurer if the course is cancelled or he/she decides not to enroll or complete the coursework on the requisition form.
 - e. The unit member must submit proof of coursework completion (transcript or letter from the provider indicating completion) and proof of tuition costs/expenses by December 1st (for payment the second pay period in December) or June 1st (for payment by the second pay period in June).

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

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

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

Article XII

Board Obligations and State Law

A. Pertinent Board Policy

The Board shall provide each unit member with a copy of all Board policies by which the unit members are affected. Such policies will be in a binder notebook and shall be updated as often as changed in policies occur. All copies of Board policies shall be collected from the unit members with the exception of the B.F.T. officers by the building principals at the end of each school year.

B. Legislative

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

C. Job Descriptions

Job descriptions shall be developed and revised periodically by the Superintendent and B.F.T. appointed advisory committee.

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

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

All copies shall be collected by the building principals at the end of each school

year. The copies shall be updated by the first day of each school year and distributed on the first day of each school year.

D. Lockout

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

Article XIII

Salary

A. Salary Schedules

The salary schedules appear in Appendix A of this Agreement.

B. Supplemental Salaries

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

C. Transcripts and Lane Changes

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

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

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

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

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

D. Re-Opener Clause

During the third year of the Master Agreement, the B.F.T. shall have the right to open the contract for negotiations on salary only.

Article XIV

Fringe Benefits

A. Health Insurance and Prescription Drug Coverage

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

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

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

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

4. The Master Agreement will provide that no unit member will be entitled to

duplicate coverage under any other group health insurance plan.

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

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

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

B. Dental Insurance

Each unit member shall be entitled to appropriate dental coverage, single or family, fully paid by the Board, through CoreSource, APD Rider, and Orthodontia Rider at 60% coverage to maximum of \$1,250.00.

C. Term Life Insurance

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

D. Tax Sheltering of Retirement Contributions

The Board shall provide their unit members the STRS pick-up paid through salary reduction/salary restatement method. This method permits the employee's taxes to be deferred on the "picked-up" contributions to STRS until retirement or withdrawal, but shall not require additional expenditures of payroll funds by the employer.

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

E. TB Tests and X-Rays

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

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

The Board shall select the physician.

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

The TB test shall be administered at two (2) centrally located buildings: one (1) for elementary and one (1) for secondary.

Article XV

Reporting Off Procedures

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

A. Building Secretary

The unit member shall inform the Building Secretary as follows:

1. As far in advance as possible when the absence is for a prearranged appointment with a physician, dentist, attendance at funeral or other comparable reasons.
2. During the school day if an illness or circumstance arises, which causes the absence to occur immediately and/or will cause the absence to occur the following day.
3. To report off on a day-to-day basis, unless the unit member knows that the leave will be of longer duration (five or more days).

B. Substitute Teacher Caller

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

C. Time to Report Off

1. Should the illness or circumstance occur after the unit member has left school for the day, reporting off is to be between 7:30 PM and 9:00 PM for all staff.
2. Should the illness or circumstance occur after 9:00 PM the night before the day of absence, the unit member shall report off as follows:

- a. In secondary school, reporting off is to be done between 5:45 AM and 6:15 AM.
- b. In the elementary schools, reporting off is to be done between 6:00 AM and 6:30 AM on the day of the absence.

Article XVI

Change of Program

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

Article XVII

Terms of the Master Agreement

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

Brookfield Board of Education

Brookfield Federation of Teachers

Timothy Filipovich
Board President

Jay Bodnar
President

Tim Saxton
Superintendent

Margaret A. Kerrigan
Negotiation Team Member

David Drawl
Treasurer

Tara Kovach
Negotiation Team Member

7/1/10
Date

7/1/10
Date

(Signatures are on file with the original forms.)

Appendix A

BROOKFIELD LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

2011-12, 2012-13

Step	BACHELORS		BA+150		MASTERS		MASTERS+15		MASTERS+30		MASTERS+45	
							Sem. Hrs		Sem. Hrs		Sem. Hrs	
0	1.00	\$30,725	1.05	\$32,262	1.10	\$33,798	1.15	\$35,334	1.20	\$36,871	1.26	\$38,714
1	1.05	\$32,262	1.10	\$33,798	1.15	\$35,334	1.20	\$36,871	1.26	\$38,714	1.32	\$40,588
2	1.09	\$33,491	1.15	\$35,334	1.20	\$36,871	1.25	\$38,407	1.32	\$40,558	1.39	\$42,708
3	1.13	\$34,720	1.19	\$36,563	1.25	\$38,407	1.30	\$39,943	1.39	\$42,708	1.45	\$44,552
4	1.17	\$35,949	1.24	\$38,100	1.30	\$39,943	1.35	\$41,479	1.45	\$44,552	1.51	\$46,395
5	1.21	\$37,178	1.28	\$39,329	1.36	\$41,787	1.42	\$43,630	1.51	\$46,395	1.57	\$48,239
6	1.25	\$38,407	1.33	\$40,865	1.42	\$43,630	1.48	\$45,474	1.57	\$48,239	1.64	\$50,390
7	1.29	\$39,636	1.37	\$42,094	1.48	\$45,474	1.54	\$47,317	1.64	\$50,390	1.70	\$52,233
8	1.33	\$40,865	1.42	\$43,630	1.54	\$47,317	1.60	\$49,161	1.70	\$52,233	1.76	\$54,077
9	1.37	\$42,094	1.46	\$44,859	1.60	\$49,161	1.66	\$51,004	1.76	\$54,077	1.82	\$55,920
10	1.41	\$43,323	1.51	\$46,395	1.66	\$51,004	1.73	\$53,155	1.82	\$55,920	1.89	\$58,071
11	1.46	\$44,859	1.57	\$48,239	1.72	\$52,848	1.79	\$54,999	1.89	\$58,071	1.95	\$59,915
12	1.52	\$46,703	1.63	\$50,083	1.79	\$54,999	1.87	\$57,457	1.95	\$59,915	2.01	\$61,758
13	1.59	\$48,854	1.71	\$52,541	1.87	\$57,457	1.94	\$59,607	2.01	\$61,758	2.07	\$63,602
Longevity												
21	1.64	\$50,390	1.76	\$54,077	1.92	\$58,993	1.99	\$61,144	2.07	\$63,602	2.13	\$65,445
25	1.69	\$51,926	1.81	\$55,613	1.97	\$60,529	2.04	\$62,680	2.13	\$65,445	2.19	\$67,289

Appendix B Supplemental Salary Schedule

Supplemental salaries will be calculated as follows:

BA-Step 0 of the Salary Schedule time the percents designated below.

	<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Seventh</u>
Athletic Director:	21.0%	22.0%	23.0%	27.0%
Asst. Athletic Director:	10.0%	11.0%	12.0%	13.0%
FALL SPORTS				
Football:				
Head Coach	16.0%	17.0%	18.0%	19.0%
Asst. Coach	9.0%	10.0%	11.0%	12.0%
Golf:	6.0%	6.5%	7.0%	7.5%
Bowling:	6.0%	6.5%	7.0%	7.5%
Tennis:				
Head Coach	6.0%	6.5%	7.0%	7.5%
Volleyball:				
Head Coach	16.0%	17.0%	18.0%	19.0%
Asst. Coach	9.0%	10.0%	11.0%	12.0%
Cross Country Coach (Co-ed)	6.0%	6.5%	7.0%	7.5%
WINTER SPORTS				
Basketball:				
Head Coach	16.0%	17.0%	18.0%	19.0%
Asst. Coach	9.0%	10.0%	11.0%	12.0%
Wrestling:				
Head Coach	12.0%	13.0%	14.0%	15.0%
Asst. Coach	8.0%	10.0%	11.0%	12.0%
SPRING SPORTS				
Track:				
Head Coach	8.0%	8.5%	9.0%	9.5%
Asst. Coach	5.0%	5.5%	6.0%	6.5%
Baseball:				
Head Coach	8.0%	8.5%	9.0%	9.5%
Asst. Coaches	5.0%	5.5%	6.0%	6.5%

Softball:

Head Coach	8.0%	8.5%	9.0%	9.5%
Asst. Coaches	5.0%	5.5%	6.0%	6.5%

**Appendix B
Supplemental Salary Schedule**

Supplemental salaries will be calculated as follows:

BA-Step 0 of the Salary Schedule time the percents designated below.

YEAR ROUND SUPPLEMENTALS:

	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>	<u>SEVENTH</u>
Weightlifting	5.0%	5.5%	6.0%	6.5%
Ski Club Advisor	2.0%	2.5%	3.0%	3.5%
Cheerleading Advisors:				
Senior High V & JV	6.0%	6.5%	7.0%	7.5%
Senior High Grade 9	4.0%	4.5%	5.0%	5.5%
Middle School 7 & 8	4.0%	4.5%	5.0%	5.5%
Thespian (Dramatics):				
Advisor	5.0%	5.5%	6.0%	6.5%
Student Council Advisors:				
Senior High	4.0%	4.5%	5.0%	5.5%
Middle School (co)	4.0%	4.5%	5.0%	5.5%
NHS Advisors:	4.0%	4.5%	5.0%	5.5%
Power of the Pen Advisor:	3.0%	3.5%	4.0%	4.5%
Prom Advisors:	2.0%	2.5%	3.0%	3.5%
Prep Bowl Advisors: (Quiz Bowl)				
High School	3.0%	3.5%	4.0%	4.5%
Middle School	3.0%	3.5%	4.0%	4.5%
Elementary School	3.0%	3.5%	4.0%	4.5%
Senior Class Advisor:	4.0%	4.5%	5.0%	5.5%
Junior Class Advisor:	3.0%	3.5%	4.0%	4.5%
Art Club Advisors:				
Senior High	3.0%	3.5%	4.0%	4.5%
Middle School	3.0%	3.5%	4.0%	4.5%
Story Tellers Advisor: Middle School	3.0%	3.5%	4.0%	4.5%
News Stations Advisors:				
Senior High (WBHS)	3.0%	3.5%	4.0%	4.5%
Middle School (WBBN)	3.0%	3.5%	4.0%	4.5%

Appendix B Supplemental Salary Schedule

Supplemental salaries will be calculated as follows:

BA-Step 0 of the Salary Schedule time the percents designated below.

	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>	<u>SEVENTH</u>
School Newspaper Advisors:				
Senior High (Hilltopper)	3.0%	3.5%	4.0%	4.5%
Middle School (Pow Wow)	3.0%	3.5%	4.0%	4.5%
Yearbook Advisors:				
Senior High	3.5%	4.0%	4.5%	5.0%
Middle School	2.0%	2.5%	3.0%	3.5%
Homecoming Advisors:				
	2.0%	2.5%	3.0%	3.5%
S.A.D.D. Advisors:				
Senior High	2.0%	2.5%	3.0%	3.5%
Middle School	2.0%	2.5%	3.0%	3.5%
Future Teachers Adv.:				
	2.0%	2.5%	3.0%	3.5%
English Festival:				
Senior High	2.0%	2.5%	3.0%	3.5%
Middle School	2.0%	2.5%	3.0%	3.5%
Music:				
Band Director - HS	13.0%	14.0%	15.0%	16.0%
Asst. Band Director	6.0%	6.5%	7.0%	7.5%
Band Director- Summer	9.0%	9.5%	10.0%	10.5%
Asst. Band - Summer	4.0%	4.5%	5.0%	5.5%
Instrumental Music - MS	1.5%	2.0%	2.5%	3.0%
Vocal Music/HS & MS	1.5%	2.5%	3.0%	3.5%
Vocal Music/Elementary	1.0%	1.5%	2.0%	2.5%
Danceline Advisor	3.0%	3.5%	4.0%	4.5%
Flagline	3.0%	3.5%	4.0%	4.5%
Pep Band	1.5%	2.0%	2.5%	3.0%

Proctor/Sat. Detention

Tutorial Service Step 0 of the teacher's degree lane of the regular salary schedule.

The hourly rate shall be the Step 0 of the teacher's degree lane of the regular salary schedule divided by 183 days divided by 7.25 hours.

Work time in excess of one-half hour shall be considered one hour and work time less than one-half hour shall be considered one-half hour.

**Appendix B
Supplemental Salary Schedule**

Supplemental salaries will be calculated as follows:

BA-Step 0 of the Salary Schedule time the percents designated below.

FIRST SECOND THIRD SEVENTH

To the extent a B.F.T. member worked a supplemental contract during the 2008-2009 school year at a higher rate than identified in this Schedule, he/she shall continue at his/her 2008-2009 supplemental rate during the term of this contract so long as he/she continuously holds the same supplemental position during the term of this contract.

Appendix C

Prescription Drug Plan

Retail – 30 day supply	Generic – \$5.00 copay Preferred Brand – \$20.00 copay Non-Preferred Brand – \$35.00 copay Mandatory Mail Order – 4 th Fill
Mail Order Drugs – 90 day supply	Generic – \$10.00 copay Preferred Brand – \$40.00 copay Non-Preferred Brand – \$70.00 copay
Lifestyle-Like Drugs Retail – Mail Order	Retail: 50% coinsurance: 30 day supply Mail Order Drugs – 50% coinsurance – 90 day supply
Prescription Drug Exclusions	Diaphragms, contraceptive jellies or ointments, foams or devices; Therapeutic devices or appliances; Retin-A for individuals over 19; Cosmetic Products; Non-federal legend drugs; Investigational or experimental drugs; Drugs received from a Non-Participating Pharmacy; Infertility Drugs; Weight Loss Drugs and Growth Hormones.

Note: Benefits shall be in accordance with Consortium policies and/or procedures.

Appendix C

Trumbull County Schools Consortium: Health Insurance Plans

Benefits	PPO #1		PPO #2	
	In Network	Out of Network	In Network	Out of Network
Calendar Year Deductible	\$100/\$200	\$200/\$400	\$350/\$700	\$500/\$1,000
Coinsurance	90/10%	80/20%	80/20%	60/40%
Out-of-pocket Maximums - Includes Deductible & Excludes Copays	\$400/\$800	\$1,200/\$2,400	\$1,350/\$2,700	\$4,000/\$8,000
Human Organ Transplant Maximum	\$1,000,000 starts over at \$0		\$1,000,000 starts over at \$0	
Lifetime Maximum Includes Medical and RX Costs	\$2,000,000 starts over at \$0		\$2,000,000 starts over at \$0	
Preventative O.V. Copays	\$20	20%	\$20	40%
Medical O.V. Copays	\$20	20%	\$20	40%
Emergency Room Copays	07-2008 – \$100 copay, then 90% after deductible		07-2008 – \$100 copay, then 90% after deductible	
Surgeries, Medical Care, Diagnostic Services, Maternity, Skilled Nursing, Home Health, Ambulance, Physical Therapy, Chemotherapy	10%	20%	20%	40%

Benefits	PPO #1		PPO #2	
	In Network	Out of Network	In Network	Out of Network
Gastric Bypass Surgeries	10% - \$30,000 lifetime maximum	20% - \$30,000 lifetime maximum	20% - \$30,000 lifetime maximum	40% - \$30,000 lifetime maximum
Routine PAP, PSA, Mammograms	N/A - 0% includes all routine tests ordered by the physician	20% - includes all routine tests ordered by the physician	N/A - 0% includes all routine tests ordered by the physician	40% - includes all routine tests ordered by the physician
Routine Hearing and Vision Tests	\$25	50%	\$25	50%
All Immunizations and Injections	N/A - 0%	20%	N/A - 0%	40%
I.P. Mental Health and Substance Abuse	10% - 60 days	20% - 60 days	20% - 60 days	40% - 60 days
O.P. Mental Health and Substance Abuse	10% - 50 visits	20% - 50 visits (not applied to coinsurance limit)	20% - 50 visits	40% - 50 visits (not applied to the coinsurance limits)
TMJ Services	10% - \$1,000 Lifetime Maximum	20% - \$1,000 Lifetime Maximum	20% - \$1,000 Lifetime Maximum	40% - \$1,000 Lifetime Maximum
Health Care Spending - Employee Funded (Flexible Spending Accounts)	Up to \$2,500		Up to \$2,500	
District Funded (Health Care Reimbursement Account)	N/A		\$100 Single / \$200 Family	

*Health Reimbursement Accounts do not cover co-payments for PPO Option 2. Also, fourth quarter deductible carryover does not apply to PPO Option 2 for Health Reimbursement Accounts. Health Reimbursement Accounts are funded through rating structure with annual carry-over of unused balance (combined for In-Network and Non-Network).

Benefits	PPO #1		PPO #2	
	In Network	Out of Network	In Network	Out of Network
Employee Contributions	5% of Premium	5% of Premium	10% of Premium	10% of Premium
Spousal Coverage	Spouse must enroll in any available single coverage plan if spouse's contribution is less than \$100 / month. When both spouses are employed within the Consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouse's contribution is less than \$100 / month. When both spouses are employed within the Consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouse's contribution is less than \$100 / month. When both spouses are employed within the Consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouse's contribution is less than \$100 / month. When both spouses are employed within the Consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.
Health Risk Assessment and Disease Management Programs	Must be completed by employees and dependents.			
Opt - Out	No Opt-Out plan shall exceed the 12% maximum pay out.			
Dependent Eligibility	Required, as requested	Required, as requested	Required, as requested	Required, as requested

Note: Benefits shall be in accordance with Consortium policies and/or procedures.

Appendix D

Extended Service

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

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

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

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

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

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

Appendix E

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL PAY

The Brookfield Local Board of Education (hereafter "Board") and the Brookfield Federation of Teachers ("BFT") hereby enter into the Memorandum of Understanding for the purpose of addressing the supplemental contract salary for the 2009-2010 school year for those persons hired into supplemental positions for the 2009-2010 school year on or before July 8, 2009.

The parties agree as follows:

- 1. Each of the following individuals will be paid the below-identified supplemental salary, as long as s/he is continuously employed in that position, until the designated salary becomes less than the salary listed on the supplemental salary schedule.

Luke Eliser – Assistant Football Coach – \$3,405.00

Shawn Hammond – Golf – \$1,836.00

Chris Fahndrich – Boys' Basketball Head Coach – \$5,566.00

Keith Joseph – Assistant Athletic Director – \$3,701.00

–Prep Bowl Advisor (Elementary) – \$918.00

–Prep Bowl Advisor (Middle School) – \$918.00

–News/Paper Advisor (Middle School) – \$1,066.00

–SADD Advisor (Middle School) – \$622.00

Linda Bain – News Station Advisor (Middle School) – \$918.00

- 2. The terms of this Memorandum of Understanding may be changed by mutual agreement in future negotiations.

Brookfield Local School District
Board of Education

Brookfield Federation of Teachers

By: Kelly L. Bianco

By: Jay Bodnar

Its: Vice-President

Its: President

Date: 8/5/09

Date: 8/5/09

(Signatures are on file with the original forms.)

Appendix F

MEMORANDUM OF UNDERSTANDING

BUS DUTY

The Brookfield Local Board of Education (hereinafter "Board") and the Brookfield Federation of Teachers ("B.F.T.") hereby enter into this Memorandum of Understanding for the purpose of addressing the supplemental duties relating to bus duty for the 2010-2011 school year.

The parties agree as follow:

1. The following supplemental contracts will be added to the list of paid positions at the middle school and high school:
 - A. Bus Duty (mornings-30 minutes per day): \$1,650.00 for the school year.
 - B. Bus Duty (afternoons-15 minutes per day): \$825.00 for the school year.
2. The number of supplemental contracts will be at the discretion of the Superintendent upon recommendation of the Building Principal as deemed necessary to maintain safety and order.

Whenever there are not enough applicants to fill the number of supplemental contracts deemed necessary by the Superintendent or whenever a person issued a supplemental contract for Bus Duty is absent, the Building Principal may assign bargaining unit members to fill those bus duty positions on a rotating basis among all bargaining unit members in the building. In this situation, Article VII(1)(2) shall apply.

3. Individuals issued a Bus Duty supplemental contract must serve in that capacity for the entire school year. Partial year amounts for positions filled for less than a full contract year will be pro-rated to pay for time worked.
4. Any teacher who entered into a supplemental contract for Bus Duty and is unable to complete the responsibilities of the contract shall forfeit the contract. In the case forfeiture of a supplemental contract, the teacher forfeiting the contract shall be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental contract will be reissued with corresponding pro-rated payment at the level of pay.
5. Article VII Section I Non-Teaching Duties paragraph 2 shall be revised to read as follows:

Members of the bargaining unit who are assigned bus duty, other than those with supplemental contracts for "Bus Duty" (above), shall be granted compensatory time

off equal to such time worked. This compensatory time shall be taken within two (2) weeks following the assigned bus duty. Compensatory time off will be coordinated with and approved by the respective building principal.

6. The terms of this Memorandum of Understanding will expire at the end of the 2010-2011 school year or the contract period, whichever is later.
7. The Board and B.F.T. agree to meet and discuss the effect of the new building in regard to bus duty prior to the 2011-2012 school year.

Brookfield Local School District
Board of Education

Brookfield Federation of Teachers

By: Tim Saxton

By: Jay Bodnar

Its: Superintendent

Its: President

Date: 4/16/11

Date: 4/16/11

(Signatures are on file with the original forms.)

Appendix G

FAMILY AND MEDICAL LEAVE

REQUEST FOR LEAVE

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

_____ NAME	_____ PHONE
_____ STREET	_____ POSITION
_____ CITY	

Reason for Taking Leave:

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

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

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

The requested leave will begin on _____, 20_____.

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

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

I understand that all of my fringe benefits shall continue, including hospitalization, dental, prescription drug coverage, and life insurance during any approved family medical leave period and that I will still be responsible for my contribution portion as a condition of coverage.

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

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

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

Signature of Employee

Date

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003 Expires:
2/28/2015

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: () _____ Fax: () _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No Yes. If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
 No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
 No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: times _____ r _____ pe week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____ First
Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Appendix H

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

REQUEST FORM

Name of individual needing the leave _____

Name of the individual making the request _____

Relationship to individual receiving leave

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

Date on which leave is to begin _____

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

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

Signature of the individual making the request _____ Date _____

For Committee Use Only

Comments:

Approved _____ Disapproved _____

CC: Treasurer's Office

Appendix H

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

NOTICE OF ACCEPTANCE/REJECTION

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

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

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

Signature of individual making the request _____ Date _____

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

CC: Treasurer's Office

Appendix H

SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS

SICK LEAVE BANK

DEPOSIT AUTHORIZAITION FORM

Name _____ Building _____

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

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

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

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

Signature _____ Date _____

CC: Treasurer's Office

Appendix H

**SICK LEAVE BANK
BROOKFIELD LOCAL SCHOOLS**

SICK LEAVE BANK

COMPOSITE RECORD OF SICK LEAVE BANK USE

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

The individual needing the leave _____

Dates for which leave was approved _____

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

CC: Treasurer's Office

Appendix I

Teachers Eligible to Receive M – 45 Payment

1. Stephanie Anthony
2. Kim Bickel
3. Tara Bremick
4. Kari Filipovich
5. Margaret Kerrigan
6. Robert Kozar
7. Cheryl McLean
8. Janet Mitcheltree
9. Cathy Naples
10. Diane Riefstahl
11. David Schneider
12. Sherrie Spatar
13. Sandra Ulicney

Appendix J

Teachers Eligible to Qualify for M – 45 Payment On or Before June 30, 2013

1. Julie Bencetic
2. Christopher Fahndrich
3. Marsha Jones
4. Kimberly Wagner
5. Sylvia Rakyta
6. Francine Wohlgamuth
7. Kathleen Reiser
8. William Gibson
9. Carina Fahndrich
10. Keith Joseph
11. Heather Huff
12. George Lesnansky, Jr.
13. Joyce Kirila
14. Marilyn Hoebel

Appendix K

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

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

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

a. Definitions:

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

Class III: All other teachers, not meeting the above criteria for Class I or Class II.

Back Pay: Amounts owed to designated teachers representing the difference between compensation received and compensation owed from the beginning of the 2006-2007 school year through March 1, 2009, as set forth in the 2006-09 CBA.

Enhanced Severance: Retirement incentive money, in addition to regular severance, that will be paid to qualifying teachers as set forth herein in Paragraph 5.

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

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

John E. Britton

Board Counsel
Brookfield Local School District
Board of Education and Education

Susannah Muskovitz

Susannah Muskovitz
Brookfield Federation of Teachers

Sally L. Schneider

Sally Schneider, President
Brookfield Federation of Teachers

Timothy Filipovich

President, Brookfield Local School
District Board of Education

Steve Stohla

Steve Stohla, Superintendent

David Drawl

David Drawl, Treasurer

(Signatures are on file with the original forms.)

****EXHIBIT 1* HAS NOT BEEN
ATTACHED**

Appendix L

MEMORANDUM OF UNDERSTANDING BETWEEN THE Brookfield Federation of Teachers AND THE Brookfield Local School District Board of Education

Mentor Teacher Program

This provision applies to each teacher hired who is new to education or who otherwise must be assessed for licensure and who will have a Mentor appointed to him/her by the Superintendent with the consent of the teacher being appointed. The taxonomy of terms is as follows:

1. Mentor: An educator who is properly certified, trained, and licensed to assist Resident Educators in fulfilling the requirements for becoming a fully licensed educator in the State of Ohio.
2. Resident Educator: An educator who is a graduate of an accredited college or university with a degree in education acceptable to the State of Ohio, and who is required to complete the mentorship program of the State of Ohio.
3. Lead Mentor: A properly licensed educator of the district who oversees Mentors and who may also serve as a Mentor.
4. Qualifications: The Mentor will be a teacher with no less than three years' experience and who is trained/certified as an Instructional Mentor. The teacher appointed will have to agree to serve as a Mentor. The Mentor will work with the Resident Educator, other district staff members and the building principal(s) in assisting the Resident Educator in his/her initial year of employment.
5. Responsibilities: The Mentor will serve as a resource and support person for the Resident Educator using the Ohio Department of Education's Formative Assessment tools and protocols that are based on Ohio Standards for the Teaching profession. This includes a Collaborative Log, Resident Educator Reflection Tool, and Resident Educator Professional Goal Setting Tool.
6. Evaluation: The Mentor will have no role, formal or informal, in the evaluation of the Resident Educator. The Resident Educator has the responsibility for his/her teaching performance.
7. Limitation: Neither the school district nor the Mentor bears responsibility for the Resident Educator's success.
8. Training: A teacher who is appointed to be a Mentor shall have successfully completed an Instructional Mentor training program recommended by the Ohio Department of Education. The cost for such training shall be borne by the district.

9. Duties: The Mentor shall assist the Resident Educator in setting professional goals, help him/her understand the curriculum for the class(es) and do regular observations. The Resident Educator shall be given full knowledge of performance expectations. As part of his/her training, the Resident Educator shall participate in periodic meetings with other teachers to discuss teaching methods and procedures.
10. Released Time: It is essential that the Mentor and Lead Mentor have released time from regular work assignments to conduct observations. The building administrator shall assist in ensuring release time as needed. It is preferable that a Resident Educator be appointed to a Mentor who works in the same building.
11. Compensation: There shall be two levels of mentors: Lead Mentor and Mentor. Each cycle of mentoring takes four (4) years. A Lead Mentor shall receive a total of \$1,500 for each year for overseeing the activities of each Mentor during the four year period. A Mentor shall receive a one-time payment of \$500.00 per Resident Educator for each of the four years for mentoring such Resident Educator up to two (2). The Lead Mentor who also serves as a Mentor shall receive both amounts. No Mentor shall be responsible for mentoring more than two (2) Resident Educators at a time in any one school year. A Lead Mentor need to have certification in the same area as each Mentor that he/she oversees. Upon completion of all annual duties and required documentation, the Lead Mentor may recommend to the Superintendent that the supplemental pay amount for Mentors be paid in accordance with all payroll office policies (Supplemental Pay Request).
12. End of Year: The Dialogue Observation Log shall be turned in to the LPDC by May 31st of each school year.
13. Duration: This Memorandum of Understanding shall remain in effect for the duration of the current contract (June 30, 2011 through June 29, 2014).

Jay Bodnar
For the Brookfield Federation of Teachers

12/9/11
Date

Tim Saxton
For the Brookfield Local Board of Education

12/9/11
Date

(Signatures are on file with the original forms.)

Appendix M

MEMORANDUM OF UNDERSTANDING

After School Detention Proctor

The Brookfield Board of Education (hereinafter "Board") and the Brookfield Federation of Teachers ("B.F.T.") hereby enter into this Memorandum of Understanding for the purpose of addressing the duties relating to detention proctor for the 2011-2012 school year.

The parties agree as follows:

- 1. The following hourly position will be added to the list of paid positions at the middle school and high school: (4 days a week total)

1 After-School Detention Proctor – Middle School	\$15.00/hour (session)
1 After-School Detention Proctor – High School	\$15.00/hour (session)

- 2. The position will be split into 2 days/week per proctor. Middle School and High School students will serve detention in the same classroom/area. Each proctor will work 2 days a week as determined by the middle school and high school principals. Detention will be held Monday – Thursday from 2:45 – 3:30 p.m.
- 3. The number of positions will be at the discretion of the Superintendent upon recommendation of the building principal as deemed necessary to maintain safety and order.
- 4. Whenever a proctor is absent, the building principal may secure another bargaining unit member to fill in as a substitute.
- 5. Individuals issued contracts must serve in that capacity for the entire school year. Partial year amounts for positions filled for less than a full contract year will be pro-rated to pay for time worked.
- 6. Any teacher who entered into the Proctor's position and is unable to complete the responsibilities of the contract shall forfeit the contract. In the case of the forfeiture of a supplemental contract, the teacher forfeiting the contract shall be paid accordingly.
- 7. The terms of this Memorandum of Understanding will expire at the end of the 2011-2012 school year.

Brookfield Local School District
Board of Education

Brookfield Federation of Teachers

By: Tim Saxton

By: Jay Bodnar

Its: Superintendent

Its: President

Date: 9/30/11

Date: 9/30/11

(Signatures are on file with the original forms.)

Appendix N

MEMORANDUM OF UNDERSTANDING

Rotary Interact Supplemental Position

The Brookfield Board of Education (hereinafter "Board") and the Brookfield Federation of Teachers ("B.F.T.") hereby enter into this Memorandum of Understanding for the purpose of addressing the supplemental position – Interact Club – for the 2011-2012 school year.

The parties agree as follows:

1. The following supplemental position will be added to the list of positions at the high school level:

Rotary "Interact Club" Advisor

2. The supplemental position will be paid as follows:

First Year	2.0%*
Second Year	2.5%*
Third	3.0%*
Seventh	3.5%*

*(BA – Step 0 of the current Salary Schedule times the percents designated above)

3. All conditions of the negotiated agreement in terms of supplemental positions will be adhered to for this position.
4. The terms of this Memorandum of Understanding will expire at the end of the current date of the negotiated agreement between the Brookfield Local Board of Education and the Brookfield Federation of Teachers.

Brookfield Local School District
Board of Education

Brookfield Federation of Teachers

By: Tim Saxton

By: Jay Bodnar

Its: Superintendent

Its: President

Date: 1/5/12

Date: 1/5/12

(Signatures are on file with the original forms.)

Appendix O

MEMORANDUM OF UNDERTSANDING / NOVATION

Dates of Master Agreement

This Memorandum of Understanding is entered into this 27th day of June, 2011, by and between the Brookfield Local School District Board of Education ("Board") and the Brookfield Federation of Teachers Association ("B.F.T.") [collectively, "the parties"].

WHEREAS, the B.F.T. and the Board entered into a collective bargaining agreement in 2010 ("2010 Contract"), with a stated duration of July 1, 2010 through June 30, 2013; and

WHEREAS, the parties determined that it is in their mutual interest to modify the term of the 2010 Contract and enter into a new three-year Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The B.F.T. shall recommend to its membership that it (a) modify the term of the 2010 Contract to be July 1, 2010, through June 29, 2011, and (b) approve a new collective bargaining agreement, which has a term of June 30, 2011 through June 29, 2014 ("2011 Contract").
2. If the B.F.T. membership approves the recommendation to modify the term of the 2010 Contract and ratifies the attached 2011 Contract, the Superintendent shall recommend to the Board that it agree to modify the term of the 2010 Contract and approve the 2011 Contract as tentatively agreed to on June 27, 2011.
3. If both parties agree to modify the 2010 Contract and ratify/approve the new 2011 Contract, the parties' representatives shall execute the new 2011 Contract, as tentatively agreed to on June 27, 2011, with an effective date of June 30, 2011, and a three-year term of June 30,

2011, through June 29, 2014. If either or both parties reject the proposal to modify the term of the 2010 Contract and/or to ratify/approve the 2011 Contract, this Memorandum of Understanding / Novation shall be void.

4. The parties expressly state that the proposed modification to the 2010 Contract is a novation of their prior obligation to fulfill the original term of the 2010 Contract, which shall be replaced with the new obligation to execute a new contract for a three-year term, commencing June 30, 2011, and expiring on June 29, 2014.
5. The parties' representatives affirm that they have full authority to execute this

MEMORANDUM OF UNDERSTANDING / NOVATION.

ON BEHALF OF THE BOARD:

Tim Saxton
Tim Saxton, Superintendent

David Drawl
David Drawl, Treasurer

Ronald Brennan
Board President

ON BEHALF OF THE B.F.T.:

Jay Bodnar
B.F.T. President

(Signatures are on file with the original forms.)

Appendix P

MEMORANDUM OF UNDERSTANDING

Extension of Master Agreement

This Memorandum of Understanding is by and between the Brookfield Federation of Teachers ("B.F.T.") and the Brookfield Local School District Board of Education ("Board").

The B.F.T. and Board agree to an extension of the Master Agreement effective June 30, 2011 through June 29, 2014. This extension shall be for one year effective June 30, 2014 through June 29, 2015.

All of the provisions of the Master Agreement effective June 30, 2011 through June 29, 2014 shall be retained including the provision of the Memorandum of Understanding for implementing the Master Agreement effective June 30, 2011 through June 29, 2014.

During this extended year of the Master Agreement, the B.F.T. shall have the right to open the contract for negotiations on salary only.

For the purpose of this extension, a new cover page shall be prepared for the Master Agreement showing the effective dates of June 30, 2014 through June 29, 2015.

FOR THE BOARD:

Tim Saxton
Timothy Saxton, Superintendent

Date: June 30, 2011

Ronald Brennan
President of the Board

(Signatures are on file with the original forms.)

FOR THE B.F.T.:

Jay Bodnar
Jay Bodnar, President

Date: June 30, 2011