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MASTER CONTRACT

BETWEEN THE

**BLOOMFIELD-MESPO
BOARD OF EDUCATION**

AND THE

**BLOOMFIELD-MESPO
EDUCATION ASSOCIATION**

AUGUST 16, 2013 TO AUGUST 15, 2016

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ARTICLE I

PROFESSIONAL, RECOGNITION, RIGHTS

1.01 PREAMBLE

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

1. The Board of Education has the legal responsibility of establishing policies.
2. The Administration has the responsibility of carrying out the established policies.
3. The professional teaching staff has the ultimate responsibility of providing the best possible education in the classroom, under the policies established by the Board.

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

1.02 RECOGNITION

- A. **RECOGNITION:** The Bloomfield-Mespo Education Association, affiliated with the North Eastern Ohio Education Association, the Ohio Education Association and the National Education Association, (hereinafter referred to as the "BMEA" or "Association") is recognized by the Bloomfield-Mespo Board of Education (hereinafter referred to as the "Board") as the bargaining representative for all certified/licensed personnel except the Superintendent, the principals, and casual day to day substitutes. The term teacher whenever used throughout the agreement, unless specifically noted, shall mean a member of the bargaining unit.
- B. **AGENCY FEE:** In recognition of the Association services and benefits to the bargaining unit, all members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a service fee

equivalent to the amount of dues uniformly required of the members of the Association.

1. Service fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent.
 2. The Association shall certify to the District Treasurer, the names of those bargaining unit members who are not members of the Association and who are obligated to pay the service fee by January 31, or within 45 days of the date on which new employees receive notification of their service fee rights by the Association after rejecting membership in the Association. The District Treasurer shall begin deduction of the total service fee in equal installments from the remaining payrolls through June for each service fee payer and forward those payments to the Association Treasurer.
 3. Any employee who has been declared exempt from automatic payroll deductions for religious convictions by the State Employment Relations Board shall not be required to pay such fee. However, in lieu of such fee, on the same schedule as Association dues or service fees are payable, an amount of money equal to such service fees shall be deducted from the employee's pay and forwarded to the Bloomfield-Mespo Library or Textbook Fund. Receipt of such payment shall be sent to the employee and the Association Treasurer after each payment is made.
 4. The Association agrees to defend, indemnify, and hold harmless, the Board and/or its designees from all claims arising from the provisions as herein set forth.
- C. MANAGEMENT RIGHTS: The Board retains powers, rights, authority, duties and responsibilities conferred upon it by the laws and Constitution of the State of Ohio.

1.03 PRINCIPLES

- A. SCOPE OF BARGAINING: The Board and Association shall negotiate on wages, fringes, conditions of employment and other items that the parties find mutually acceptable.
- B. NO REPRISALS: Neither the Board, the BMEA nor the Administration shall take reprisals against any other for action taken relative to negotiations or for carrying out the duties of representatives of the Association.

1.04 ASSOCIATION RIGHTS

- A. **FACILITIES AND EQUIPMENT:** During the year, the Association shall be entitled to use without charge a bulletin board of approximately 24 square feet in Middle Office at the Bloomfield Building and in the Teachers' Lunch Room at the Mespo Building, the teachers' mailboxes, a room, duplicating equipment and computers for Association business when such equipment is not in use for official school business. The Association shall also be allowed to use the school facilities without charge when not used for official school business. The Association will furnish their own paper for the copier and pay repair cost of machines they damage through gross negligence.
- B. **BOARD POLICIES:** The Superintendent will provide the BMEA president with four (4) copies of all policies currently in effect. When policies are added, deleted or changed the Superintendent will provide the BMEA President four (4) copies of those within thirty days of board action. A copy of all current and in force policies will be maintained in the Superintendent's office. Replaced policies will be removed.
- C. **BOARD AGENDA AND MINUTES:** The President and each Building Representative of the BMEA shall be notified of all Board meetings and will be provided with the Board agendas. These agendas shall be before the regularly scheduled board meetings whenever possible and addendums when available. Board minutes and all exhibits attached to Board members' agendas upon which action is to be considered will be emailed to the Association President at the same time they become available to the Board members.
- D. **PAYROLL DEDUCTION:** The Board shall provide payroll deductions of dues for membership in BMEA, NEOEA, OEA and NEA whenever the Treasurer is provided with appropriate signed deduction form. The first payroll deduction for these dues shall be the first pay in October and payroll deductions shall be completed in seventeen (17) pays. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
- E. **ASSOCIATION REPRESENTATION:** A member may, if he/she deems it necessary, request the presence of an Association representative at any conference regarding the formal reprimand or discipline of a teacher by an Administrator due to an alleged violation of the professional performance or conduct of the said teacher. When such representation request is

made, the conference shall not proceed until the representative is in attendance. Whenever an Association member has requested a representative to be present 24 hour notice must be given the administration. The administration reserves the right to have an administrative representative present.

- F. LABOR-MANAGEMENT COMMITTEE: The Superintendent shall meet informally as often as necessary during the school year with the Association's 'Professional Committee' in an attempt to resolve any concerns, which the committee or the Superintendent may have. This committee could be the BMEA executive committee.

1.05 PAYROLL PRACTICES

- A. DIRECT DEPOSIT REQUIREMENT: All BMEA members will be paid through the direct deposit system established by the Bloomfield-Mespo Local School District's Treasurer.
- B. PAY DATES: The Board shall establish and pay twenty-six (26) days per year every other Friday starting with the first scheduled Friday payday after school opens in the fall. BMEA members will receive payment through direct deposit not later than Friday at the end of the student day. If the pay date falls on a day that is not a regularly scheduled work day, direct deposit will still be made according to the above-mentioned schedule. For pay dates that fall on holidays in which banks are closed, the direct deposit will be made the business day prior to the holiday. Teachers will receive pay stubs as confirmation of the direct deposit either by mail, in their work mailboxes, or email according to the above-mentioned schedule.
- C. RECESS AND/OR HOLIDAY PAY DATES: During the summer recess, direct deposit will continue to be made according to the schedule and procedures outlined in Section A.
- D. SUPPLEMENTAL PAYS: The Board shall issue direct deposits for supplemental pays after the regular season for coaches and completed supplemental contracts with submission of the written form for payment to the Treasurer. (see Appendix A). The Board will issue direct deposits for supplemental contracts in effect for the full school year in two equal installments. The first installment will be paid in November and the balance within thirty days after the close of school for the summer.

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

- E. **RETROACTIVE PAY:** Any retroactive payment owed to BMEA members will be divided evenly over the remaining pays for 2013-2014 school year.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.01 DIRECTING REQUESTS

- A. **WINDOW FOR OPENING NEGOTIATIONS:** Negotiations for a subsequent contract shall begin no sooner than one hundred twenty (120) days and no later than sixty (60) days before the expiration date of this contract. The Superintendent or the Association Negotiations Chairperson shall request a meeting with the other to establish a mutually acceptable date for the first negotiation session.
- B. **SCOPE OF NEGOTIATIONS:** Any change in Board policy that affects the wages, salary, terms or conditions of employment of the members of the bargaining unit are mandatory items for negotiations.
- C. **EARLY REQUEST FOR NEGOTIATIONS:** Either party may request negotiations during the term of this Agreement on any issue that affects the terms and conditions of employment. Upon written request by either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such requests.

2.02 NEGOTIATIONS MEETINGS

- A. **NEGOTIATING TEAM:** Each negotiations team shall be comprised of between one (1) and five (5) members. Each team shall designate one chief spokesperson who shall be responsible for signing any tentative agreements. Once an item has been tentatively agreed to, it shall be considered resolved and removed from further bargaining, including Mediation, but no article by itself is considered to be final until the total package is in its final written form for presentation to the member groups for ratification. At this time the members of the negotiation team shall sign the final form.
- B. **USE OF CONSULTANTS:** Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members, or for the purpose of providing information pertinent to negotiations.
- C. **EXCHANGE OF PROPOSALS:** At the first negotiations meeting, the Association and the Board shall exchange their fully written proposals. No

new proposals shall be submitted by either party after the initial meeting unless by mutual agreement (This item shall not be construed as limiting the submission of any legitimate counter-proposals.)

- D. WRITTEN PROPOSALS: Original proposals shall be written and in language suitable for inclusion in the final agreement. Topical listings of items proposed for negotiations (i.e. agenda listings) shall constitute a clear failure of compliance and may be disregarded.
- E. NEGOTIATIONS MEETINGS: Meetings shall be scheduled with the least interruption of work schedules. All meetings, including Mediation, shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

2.03 NEGOTIATIONS TIME LIMITS

- A. CAUCUS: Either party may call for a caucus of up to eighteen (18) minutes.
- B. LENGTH OF SESSIONS: Bargaining sessions shall last a maximum of 90 minutes unless extended by mutual agreement.
- C. MEDIATION: Items under negotiations must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached within the time limits, the use of the Federal Mediation and Conciliation Service as outlined in this document shall be implemented.
- D. TIME LIMITS: Any time limits established under this Article may be modified by mutual agreement of both parties.
- E. DAYS DEFINED: Days shall mean calendar days unless specified otherwise.

2.04 WHILE NEGOTIATIONS ARE IN PROCESS

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

redraft, summarize, compute or otherwise develop data or information in other than its existing form.

- B. PUBLIC RELEASE OF INFORMATION: During any phase of negotiations, including procedures of the Federal Mediation and Conciliation Service, there will be no public releases of information to the media unless agreed upon by both parties. Such limitation does not apply after the issuance of a strike notice pursuant to ORC 4117.14 by the BMEA. In such instances that releases are agreed upon said releases shall be in writing and both parties shall sign and approve the release prior to its dissemination.
- C. COMMUNICATIONS TO MEMBERS: Both parties will issue regular progress reports during negotiations to their members as to keep their members informed with respect to the progress of negotiations. Information updates may be posted, provided the board doesn't incur additional costs, through payroll mailings. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

2.05 AGREEMENT

- A. RATIFICATION: When agreement is reached on the items being negotiated, a final written copy of all items agreed to shall be submitted to the Association for ratification and then to the Board at its next regular or special meeting for approval.
- B. DISTRIBUTION OF CONTRACT: Official copies of negotiated and agreed to provisions shall be reproduced and distributed to all members of the bargaining unit, administration and the Board bearing the signature of the President of the Board of Education and the Association President.
- C. PRINTING OF CONTRACT: The material cost of compiling and duplicating the final contract shall be shared equally by the Board of Education and by the Association.

2.06 DISAGREEMENT

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

for fifteen days. Each party shall pay its own expenses of representation. Both parties will equally share all expenses of the FMCS.

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

2.07 STATURE OF CONTRACT

- A. **SUPREMACY OF CONTRACT:** It is the intention of the parties that the terms of this agreement shall prevail over conflicting provisions of law unless the subject of such laws is one of those set forth in Section 4117.10 (A).
- B. **CONTRARY TO LAW:** In the event legislation becomes law or a decision by a court having jurisdiction over these parties after the effective date of this agreement would make a provision of this agreement contrary to law, the provision of this agreement made contrary to law shall immediately become renegotiable, at the written request of either party, unless the subject of such law or decision is one set forth in O.R.C. 4117.10 (A) as specifically prohibited.
- C. **SEVERABILITY:** If any provision of this agreement, or the application of any provision of this agreement is found to be contrary to law by a court of competent jurisdiction, then such provision of the agreement or its application shall be inoperative, but remaining provisions thereof shall remain in effect.

2.08 DURATION

This contract shall be effective 12:01 a.m., August 16, 2013, and continue in full force and effect until 11:59 p.m., August 15, 2016.

ARTICLE III

INDIVIDUAL TEACHING AND SUPPLEMENTAL CONTRACTS

3.01 CONTRACT

All members of the certified staff shall be provided annually with a written contract, upon approval of the Board and the recommendation of both the local and county superintendents, unless they are on a multiple year or continuing contract. Teachers on two year limited contracts or continuing contracts shall receive salary notices which shall also specify teaching assignments including

the grade level of elementary teachers (K-5), and the subjects to be taught by the middle school (6-8), and high school (grades 9-12), and length of contract. The administration reserves the right to change an assignment when circumstances are not limited to but include a teacher resignation and/or a decline in enrollment.

3.02 LIMITED CONTRACTS

The Board shall enter into a limited contract for one year with each teacher who does not possess a professional, permanent certificate or a five (5) year license who has been employed by the Board for fewer than three years. After three years of service in the Bloomfield-Mespo system, teachers on limited contract shall be offered two year contracts.

3.03 CONTINUING CONTRACTS

The Board may enter into a continuing contract with a teacher who holds a professional, permanent certificate or a Professional Educator License and has completed either 30 semester hours if no Master's degree was held since the initial receipt of the Professional License or six semester hours if a Master's degree was held at the time the Professional License was earned and has been employed for at least three (3) years in this school district. The teacher must notify the Treasurer of their eligibility by January 5th of the year they will become eligible and comply with Article 3.05 and Article 7.01-A,6.

3.04 SUPPLEMENTAL CONTRACTS

Supplemental contracts shall contain duties to be performed and salary paid as per the schedule in Article VII.

3.05 FILING AND MAINTENANCE OF CERTIFICATES

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

ARTICLE IV

TEACHER ASSIGNMENT, TRANSFER, AND VACANCIES

4.01 ASSIGNMENTS

- A. NOTIFICATION: Teachers shall be notified of their teaching assignments for the entire school year by July 31. The teaching assignment notification will include the building assignment, grade level, subject area and courses to be taught.
- B. CHANGES: Changes occurring after July 31 will only be made when circumstances not previously known warrant such change(s). Prior to making such change(s) the teacher(s) involved will be contacted by the principal or if the teacher cannot be reached within fourteen (14) days, a BMEA representative will be informed of the change.

4.02 VOLUNTARY TRANSFERS

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

4.03 INVOLUNTARY TRANSFER AND ASSIGNMENT

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

4.04 RESIGNATIONS

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

4.05 VACANCIES

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

- B. **POSTING OF VACANCIES:** Vacancies for present or new positions shall be sent by e-mail to the staff on the school e-mail account. The only exception is when an individual or specific group writes a grant and is employed by the school district during the life of the grant or when a teacher on the Recall List is certified for the vacancy.
1. The e-mail notice shall set forth the qualifications and duties required to fill the vacancy as well as the salary for the position.
 2. Whenever the administration proposes to change the assignment of a bargaining unit member by more than 50% from the preceding year, a vacancy shall first be advertised in accordance with this agreement.
 3. Members of the bargaining unit shall have seven (7) calendar days from the e-mail to apply for the vacancy.
 4. Application shall be in writing to the Superintendent.
- C. **INTERVIEW REQUIREMENT:** The Superintendent shall grant an interview to each teacher who holds a proper certification and who has filed a transfer request or written application for the vacant position.
- D. **SELECTION CRITERIA:** In filling the vacancy, the Superintendent shall make the assignment based on the determination of all relevant factors pertaining to the vacancy. The Superintendent shall select the person most qualified from those interviewed. Any current bargaining unit member qualified, certified and applying for a vacancy shall be given first consideration before a new teacher is employed to fill a vacancy.

4.06 REDUCTION IN FORCE (RIF)

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

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

All certified teachers shall be placed on each and every seniority list for which they have proper certification. The exclusive criteria for a reduction-in-force shall be type of contract within an area of certification.

1. The Association President shall receive a copy of all seniority lists by area of certification by March 1 of each year.
 2. A copy of the seniority lists shall be posted on the faculty bulletin board in each school in the district by March 8th of each year.
- B. SENIORITY DEFINED: Seniority for this and all other parts of the contract shall be determined by the length of continuous service as a bargaining unit member in the district. The length of continuous service shall not be interrupted or affected by authorized leaves of absence or reduction in force. Teachers will not accumulate additional service time during the Board approved leave or RIF period. If two or more teachers have the same length of continuous service, then greater seniority will be determined by:
1. The earlier date of the Board meeting at which the teachers were hired, and then by
 2. The earlier time/date stamped on the application from the interview where an offer of employment was extended.
- C. ATTRITION: The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, are non-renewed, terminated, promoted, or sever employment with the district in some other way.
- D. RIF PROCEDURES: Teachers whose jobs are in jeopardy due to reduction in force shall be notified in writing 15 days prior to recommendation to the Board for RIF procedures to be implemented for the next school year.
1. Teachers on limited contracts shall have their contracts suspended first.
 2. If the appropriate number of reduction of staff is not accomplished, then teachers on continuing contracts shall be suspended.
 3. During the term of this Master Contract, teachers with evaluation ratings of 'Developing', 'Skilled' and 'Accomplished' will be considered to have comparable evaluation results. If evaluation results are comparable, seniority will be a factor in determining retention or suspension of limited and continuing contract personnel.

4.07 RECALL

All teachers whose contracts are suspended for the purpose of the reduction in force shall be placed on a recall list with those on continuing contract listed in order of greatest seniority first, then those on limited contract in order of greatest seniority by areas of certification. When a vacancy occurs, the first person on the recall list with the necessary certification shall be offered re-employment in the vacancy. Continuing contracts will be given preference. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in D.3. The person so notified will have fourteen (14) days to notify the Board of the willingness to fill the position. Failure to do so annuls the Board's responsibility to re-employ under the Reduction-in-Force recall. The teacher shall have the right to reject a part-time position without forfeiting his/her right to recall. Acceptance of a part-time position still enables the teacher to be considered for the next vacancy which will give that teacher full-time equivalency. It will be the responsibility of each person on the recall list to keep the Board informed yearly, prior to April 15, that he/she is actively seeking re-employment and of the address where he/she can be contacted. Failure to do so annuls the Board's responsibility to re-employ under the reduction-in-force recall. The Superintendent shall send a notice of receipt of this contact by the employee within seven (7) days of its receipt by the Board. RIFed teachers shall have call back rights for two (2) years.

ARTICLE V

TEACHER APPRAISAL SYSTEM

5.01 PHILOSOPHY

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

5.02 PROCESS

A. **SCHEDULE OF APPRAISAL:** Licensed employees who spend at least fifty (50%) percent of their time providing content student instruction will be evaluated in accordance with Board of Education Policy 3220, which is incorporated into this Agreement.

COMMITTEE: The parties agree that not later than September 30th, a Sub-Committee will be formed consisting of the Superintendent and one

(1) Administrator appointed by the Superintendent, the Association President and one (1) bargaining unit member appointed by the Association President. The purpose of the Committee shall be to draft recommendations regarding the standards-based teacher evaluation procedure that conforms with the evaluation of teachers found in Ohio Revised Code, Section 3319.112. The Sub-Committee will submit to the Board of Education its recommendations on a quarterly basis. The Committee will meet quarterly during the school year 2013-14 in order to review, assess and, if necessary, make recommendations to the Board regarding the evaluation policy. Should the Committee disagree, the Superintendent and a representative of the BMEA will present each side and the Board will make their decision based on the recommendations of each side. If Committee recommendations are completely declined by the Board, the Committee will reconvene to modify its recommendations. If both sides agree, the Superintendent will present the recommendation of the Committee to the Board.

B. GUIDANCE COUNSELORS - PROCEDURE FOR APPRAISAL:

Guidance Counselors will be evaluated in accordance with the following procedure:

1. Guidance Counselors are to be given at least forty-eight (48) hours notice informing them of the date of a formal observation. Guidance Counselors with limited contracts shall receive two (2) formal appraisals based on two (2) different observations. Formal appraisals shall be on or before the last day of November and April 1st of each year. Guidance Counselors with continuing contracts shall receive one (1) formal appraisal before April 1st of any given year.
2. Each formal observation shall be at least (30) minutes long.
3. The Guidance Counselor appraisal form (see attached Appendix B) should be completed following the observation(s) prior to the formal conference. The form must be typed or written in ink. No item may be left blank; the appraiser should mark N/A for each not applicable item.
4. The "Needs Improvement" rating on the form indicates that in the opinion of the appraiser, the performance of the Guidance Counselor is not satisfactory.
5. The Guidance Counselor will be given a copy of the appraisal record form as completed by the appraiser at least 24 hours prior to the conference.

6. The conference shall be held within five (5) school days after the second observation (as it relates to each appraisal) is conducted unless postponed by mutual consent of the appraiser and Guidance Counselor or the absence of one of the parties. The conference shall be held on the date of the parties return.
7. At the request of either the Guidance Counselor or the appraiser, a follow-up conference shall be held at which time either party may have a representative present.
8. If an item is marked "Needs Improvement", the form must indicate measures the Guidance Counselor can do to improve, and the assistance to be provided by the Administration for any "Needs Improvement" that is marked.
9. The Guidance Counselor will have five (5) school days to make written comments before the Appraisal Record is placed in the Superintendent's office files.
10. After an official Appraisal Record with original signatures has been placed in the Guidance Counselor's personnel record in the Superintendent's office, nothing shall be added to the forms. The Guidance Counselor shall be given a copy of the completed forms.

5.03 DUE PROCESS RIGHTS

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

5.04 PERSONNEL FILES

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

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

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

- C. ACCURACY, COMPLETENESS OR TIMELINESS OF FILE ITEMS: When an association member feels that information included in the personnel file is no longer relevant to his/her situation and it is mutually agreed to by the association member and the Superintendent either the information shall be removed or a memorandum shall be attached to the information in question stating that the situation in question has been satisfactorily corrected.

A member may appeal the Superintendent's decision to the Board of Education. The Board shall investigate the accuracy, relevancy, completeness or timeliness of the item and shall either delete the disputed information or include in the file a notation or statement by the employee that he disputes the accuracy thereof. (1347.09 ORC)

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

5.05 FORMAL REPRIMAND OR DISCIPLINE OF A TEACHER BY AN ADMINISTRATOR

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

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

- B. RIGHT TO REPLY: The teacher may include with the document a signed and dated written reply which will be attached and placed in his/her file, within ten (10) working days.
- C. CORRECTIVE PLAN: At the conclusion of the meeting, a written plan to correct the violation(s), the assistance to be provided by the administration if appropriate, and a set time period in which to achieve such corrections shall be included as part of the document.

5.06 FAIR DISMISSAL

A. PRINCIPLES:

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

B. PROCEDURES:

1. A full written record of a teacher's evaluations shall be maintained and filed in the Superintendent's office prior to recommendation for non-renewal.
2. Copies of evaluation information in the teacher's file shall be made available by the administration to said teacher upon request.

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

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

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

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

ARTICLE VI

WORKING CONDITIONS

6.01 SCHOOL CALENDAR

- A. The school calendar shall be adopted by the Board and shall designate: 1) work days with students; 2) work days without students; and 3) non-paid holidays. Once the school calendar has been adopted, any change must be negotiated by the BMEA and either the Board or the Board's representative.
- B. At least two calendar weeks prior to the Board of Education meeting at which the following year's calendar will be placed on the agenda, the proposed calendar will be e-mailed to the president of the BMEA and all certified employees. Certified employees will have an opportunity to offer suggestions for possible changes in the proposed calendar. Such suggestions will be made in writing to the Superintendent. All suggested change(s) will be shared with the Board prior to official Board action on the calendar for the following school year.

6.02 WORK DAY

- A. **WORK DAY DEFINED:** The regular work day for teachers will be no longer than seven (7) hours per day. The reporting time at the Bloomfield Building will be 7:30 and 8:30 at the Mespo Building. The Superintendent may change the reporting time at the Bloomfield and/or Mespo Building up to fifteen (15) minutes either way provided notice is given to the Association President no later than July 31st of the school year in which the change will be made. Once a time change has been made, it will remain in place for the entire school year. Any teacher agreeing to bus duty may be assigned an earlier starting time, with an adjusted ending time.
- B. **MEETINGS:** Teachers shall be required to attend no more than one monthly staff or in-service meeting beyond the normal workday. No teacher shall be required to attend 60 minutes in excess of the regular teacher day.
- C. **PRIOR NOTICE FOR MEETINGS:** Administration should give five (5) day's e-mail notice by the school e-mail account with delivery confirmation notice for all meetings. When five (5) day's notice is not given, teachers shall make every effort but will not be required to attend. The e-mail notice must be sent no later than the end of the regular work day. In the event that a regular meeting is postponed, the Administration will issue a new five (5) day notice. Meetings shall not be scheduled on a day prior to a non-workday. When the Building Administrator determines that a staff

meeting is necessary due to a critical issue(s), the Building Administrator will contact and inform the BMEA Building Representative. No specific advance notice is required and the meeting may be held that same day. Teachers will be excused for cause. Teachers who cannot attend will obtain the substance of the critical issue(s) meeting as soon as practicable.

- D. SCHOOL FUNCTIONS: Teachers are encouraged to attend school functions and school related meetings, although it is not a contractual requirement.
- E. PARENT-TEACHER CONFERENCES: Both parties agree to setting the following timeframes for parent-teacher conferences:
 - 1. The fall conferences for the Bloomfield building will occur within two (2) weeks following the issuance of the 1st grade period's progress reports. There will be two evening conferences held during this timeframe.
 - 2. The fall conferences for the Mespo building will occur within three (3) weeks following the end of the 1st grading period. There will be two evening conferences held within this timeframe.
 - 3. The spring conference for the Bloomfield building will occur within three (3) weeks following the end of the 1st semester. There will be one evening conference held during this timeframe.
 - 4. The spring conference for the Mespo building will occur within two (2) weeks following the issuance of the 3rd grade period's progress reports. There will be one evening conference held during this timeframe.

These timeframes will be effective for the duration of the current Agreement. Each teacher shall be guaranteed forty-five minutes of records time prior to each evening conference.

- F. SCHOOL YEAR DEFINED: Teachers shall be contracted to work 182 days.
- G. TRAVELING TEACHER RIGHTS: A teacher assigned to more than one building shall be assigned to a maximum of seven (7) hour day; however, the starting and ending times may be adjusted within the regular hours of the school district. A teacher working in both buildings in a day may be assigned a consecutive seven (7) hour day between the regular school hours of the district. The teacher must receive a reasonable amount of travel time to go from one building to another, a 30 minute duty-free lunch, and a conference planning period at each building (not necessary to

exceed the minimum preparation time requirements of 225 minutes per week).

- H. CURRICULAR WORK: There shall be one school day each month (September through May) on which all students are dismissed one and one-half (1 ½) hours early to allow teachers to do curricular work. The Building Advisory Committee for each building shall agree on and set the agenda for the day.
- I. COMMUNICATION: The preferred method of formal communication between Administration and teachers shall be via school e-mail.

6.03 WORK LOAD

- A. PLANNING TIME: Each member of the bargaining unit shall receive no less than 225 minutes per week in planning time.
 - 1. BLOOMFIELD BUILDING: Each week every member of the Bloomfield certified staff shall have not fewer than five planning periods after the beginning and prior to the end of the student school day of at least 42 minutes each without student supervision.
 - 2. MESOPOTAMIA BUILDING: Each member of the Mesopotamia certified staff shall be provided a minimum of 225 minutes per week of planning time without student supervision, in blocks of at least 20 minutes. This planning time shall be exclusive of and after the first and prior to the last ten minutes of the student day, which shall be used for professional responsibilities.
 - 3. THIRTY MINUTE DUTY-FREE LUNCH: Each bargaining unit member will have a thirty minute duty free lunch period exclusive of planning time. Time for class change not included within this thirty minutes.
- B. BUS DUTY: Teachers will be assigned to supervise bus duty only during regular contract hours unless an emergency occurs.
- C. DETENTION MONITORING: Teachers shall not be assigned to monitor detentions assigned by the office.
- D. SUBSTITUTES: Sincere effort will be made to employ a substitute for each absent certified teacher. Teachers shall be asked to substitute for colleagues only when unexpected circumstances prevent hiring a regular substitute. All substituting by regular staff shall be on a voluntarily rotating basis.

- E. IN-SCHOOL SUBSTITUTE PAY: When an approved substitute is not available and an employee voluntarily assumes an absent teacher's instructional responsibilities during his/her conference/planning period, said teacher shall be compensated at the rate of \$12.50/period or class period or fraction thereof. When an approved substitute is not available for specialists in elementary school (this means art, music, physical education) the responsibility of those students shall be assumed by the homeroom teacher at the rate of \$12.50/period or fraction thereof. For study hall or regular classroom coverage a \$5.00 per period or fraction thereof shall be paid.
- F. TEACHING ASSIGNMENT LIMIT: No teacher, in grades 7-12, shall have an assignment with more than six (6) periods for the school day. If a teacher mutually agrees to be assigned more than six (6) periods, the teacher shall be compensated for the additional assignment, as per 6.03 E.
- G. SCHEDULING (for the Bloomfield Bldg.): The school day shall consist of no more than ten (10) periods per day. No less than three (3) minutes between classes shall be provided.
- H. STUDENT SEMESTER: A semester class for students shall be taught every day of the semester providing ½ credit with the exception of health, physical education and chorus. Additional exceptions may be made upon mutual agreement.

6.04 CLASS SIZE

- A. CLASS SIZE LIMITS: The Board agrees to establish and maintain the following limits:
 - 1. (K) 25 Pupils per class: May increase up to a maximum of 30 pupils with the addition of an instructional aide, with no overload payment for each student over 26.
 - 2. (1-6) 28 Pupils per class: May increase up to a maximum of 31 pupils with an overload payment for each student above 28 according to 6.04 B of this Article.
 - 3. (7-12) 29 Pupils per class: May increase up to a maximum of 33 pupils with an overload payment for each student above 29 according to 6.04 C of this Article.
 - 4. This provision shall not apply to band, chorus, P.E. (P.E. will not exceed 35 pupils) classes or study halls.

5. If class size as described herein is exceeded for any class by the (third) 3rd Friday of September, the class shall be divided.
 6. All special education teachers shall be released from all duties for one (1) day during the second semester of each year of this Master Contract to write, re-write or re-evaluate IEP's. The release day shall be determined mutually by the Special Education teacher and her/his building principal.
- B. OVERLOAD PAYMENT: Grades 1-6: self-contained teachers whose classes exceed 28 pupils shall be paid an overload payment of \$125.00 per semester per student that causes the overload, providing all of the students calculated attended classes at least 60 days during that semester.
 - C. OVERLOAD PAYMENT: Grades 7-12: teachers whose classes exceed 29 pupils shall be paid an overload payment of \$16.00 per semester per student that causes the overload, providing all of the students calculated attended classes at least 60 days during that semester. At no time may a class exceed 33 pupils, with the exception of P.E., band, chorus and study hall.
 - D. CLAIMING AN OVERLOAD PAYMENT: Teachers are responsible to turn in to their building principal, documentation showing proof of the overload, no later than ten working days after each semester. Class rosters, including attendance, will be necessary.
 - E. SPLIT CLASSES: Any teacher assigned a split class responsibility shall be issued a supplemental contract for \$500.
 - F. SPECIAL EDUCATION/HANDICAPPED STUDENTS: The Board shall strive to maintain a minimum class size appropriate for those classes which include special education/handicapped students. Teachers shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting the number and assignment of special education/handicapped students. Such input shall be given every consideration by the administration.
 - G. SPECIALIZED HEALTH CARE PROCEDURES: In the absence of exigent circumstances, no teacher shall be required to administer medications, medical procedures, or other health or sanitary procedures.
 - H. IEP MEETINGS: All teachers who have students with an IEP, and said student is part of that teacher's responsibility, will be encouraged to express their concerns regarding these students. They may have input at

the IEP meetings provided the meetings do not conflict with their classroom responsibilities.

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

6.05 MATERIALS AND SUPPLIES

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

6.06 BUILDING ADVISORY COUNCIL

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

6.07 STUDENT DISCIPLINE

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

6.08 EMPLOYEE HEALTH AND SAFETY

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

6.09 RESIDENT EDUCATOR PROGRAM

1. RESIDENT EDUCATOR PROGRAM: New bargaining unit members (newly hired teachers and other than rehired "retired" teachers) shall receive an orientation to practices and procedures within the District in a meeting conducted by the Treasurer immediately preceding the beginning of the school year. During this meeting, such newly hired teachers shall receive the following materials:
 - a. Insurance information and sign up cards,
 - b. District staff handbook and discipline procedures,
 - c. Building policies and other relevant building information,
 - d. Student handbook,

- e. Name and telephone number of their bargaining unit member mentor,
 - f. Pertinent payroll information.
2. **RESIDENT EDUCATOR PROGRAM ESTABLISHMENT:** The parties agree to establish a Resident Educator Program in accordance with the Ohio Department of Education Resident Educator Program Standards. The components of the Resident Educator Program will be locally controlled by School District Administrators. The purpose, participation in the Resident Educator Program and mentor qualifications will be in accordance with the Ohio Department of Education Resident Educator Program Standards.
 3. **MENTOR RESPONSIBILITY:** The mentor shall assist the new bargaining unit member to understand the workings of the school district and for advice of a professional nature in carrying out his/her teaching responsibilities. The mentor shall meet monthly with the new bargaining unit member.
 4. **MENTOR EVALUATION PROCESS:** The mentor/mentee relationship and/or evaluations shall be kept separate and apart from the evaluation process.
 5. **MENTOR WORKLOAD:** Reasonable time, as determined jointly by the Administration and the mentor, shall be provided to complete required duties.
 6. **MENTOR RELEASE TIME:** Mentors shall be provided adequate release time to attend committee meetings, necessary training and other requirements. Resident Educator shall have time throughout the school year to observe the mentor teacher to meet the needs of the program.
 7. **REASSIGNMENT:** The Resident Educators may appeal to the Administration for a change of mentor.
 8. Mentors will be compensated \$300.00 per mentored teacher for each year mentored.

ARTICLE VII
COMPENSATION

7.01 SALARY

- A. **STEP RESTORATION:** Effective with the start of the 2013-2014 school year, one (1) step will be restored to each member of the bargaining unit whose step(s) had been frozen as a result of the collective bargaining agreement that expired on August 15, 2013. There will be movement from that point forward each year following. For the 2013-2014 school year only, a \$300 stipend will be given to each bargaining unit member who is at experience levels eighteen (18) through twenty-four (24).
- B. **BASE SALARY:** The base salary for the 2013-2014 school year shall be \$25,177 (an increase of 0% on the base – step 0 B.A. Column). The base salary for the 2014-2015 school year shall be \$25,429 (an increase of 1% on the base). The base salary for the 2015-2016 school year (step 0 B.A. Column) shall be \$25,938 (an increase of 2% on the base). There shall be a one-time signing bonus of \$100 for all bargaining unit members payable no later than the second pay period after contract ratification.
1. All bargaining unit members newly hired shall be hired at Step 2 on the indexed salary schedule contained in Appendix C- 1, 2, or 3 of this Agreement and shall remain at Step 2 for two (2) years.
 2. **B.A. PLACEMENT:** Employees with a bachelor's degree shall be paid on the B.A. column.
 3. **B.A. + 30 PLACEMENT:** Employees with a bachelor's degree who have earned thirty (30) semester hours or 45 quarter hours or 90 Continuing Education Units (CEU's) or combination thereof after earning the bachelor's degree shall be placed on the 150 hours column. The earning of 150 semester hours or the equivalent thereof and a bachelor's degree shall also require placement on the 150-hour column. The hours may be graduate hours, undergraduate hours or a combination of both.
 4. **MASTERS PLACEMENT:** Employees with a master's degree shall be paid on the M.A. column.
 5. **MASTERS + 15 PLACEMENT:** Employees with a Master's Degree who have earned an additional fifteen (15) semester hours or equivalent quarter hours at an accredited university or college after earning the Master's Degree shall be placed on the MA+15 column.

6. **FILING OF TRANSCRIPTS:** Each member of the bargaining unit 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 from the college or university certifying such.

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

B. SUPPLEMENTAL CONTRACTS

1. **SUPPLEMENTAL PAY SCHEDULE:** Each supplemental contract shall be paid the percentage of the teacher's salary schedule base Step #2 for the 2013/14, 2014/15 and 2015/16 school years on the following supplemental contract schedule. Each person holding a supplemental contract shall be paid according to the following schedule based on years of experience in that supplemental position of the person holding that supplemental contract.

POSITION	YEARS: 0-2 STEP 2 of base	3-5 STEP 2 of base	6+ STEP 2 of base
VARSITY BASKETBALL			
& COORDINATOR	12	14	16
J.V. BASKETBALL.....	8	9	10
JUNIOR HIGH BASKETBALL	5	6	7
BASEBALL.....	8	9	10
GIRLS' SOFTBALL.....	8	9	10
HIGH SCHOOL TRACK	6	8	10
JUNIOR HIGH CHEERLEADERS.....	2	2.5	3
HIGH SCHOOL CHEERLEADERS*	5	6.5	8
BOWLING	4	5	6
YEARBOOK ADVISOR	4	5	6
ALL CLUBS.....	2	2.5	3
SENIOR CLASS ADVISOR.....	4	5	6
JUNIOR CLASS ADVISOR	4	5	6
JUNIOR HIGH ADVISOR	2	2.5	3
BAND & CHORUS ACTIVITIES.....	3	4	5
ELEMENTARY CHRISTMAS PROG.	1	1.5	2
MUSICAL DIRECTOR	5	6	7
NATIONAL HONOR SOCIETY	2	2.5	3
GOLF	4	5	6
VARSITY GIRLS VOLLEYBALL.....	8	9	10
J.V. GIRLS VOLLEYBALL.....	5	6	7
JR. HI GIRLS VOLLEYBALL	2.5	3	3.5
5 TH & 6 TH GRADE BOYS BASKETBALL.....	1	1.25	1.5
5 TH & 6 TH GRADE GIRLS BASKETBALL	1	1.25	1.5
FACULTY MANAGER	5	6	7
ATHLETIC DIRECTOR.....	13	15	17
SENIOR HIGH PREP BOWL	2	2.5	3
JUNIOR HIGH PREP BOWL.....	1	1.5	2
SOCCER.....	6	7	8
JUNIOR HIGH TRACK	2.5	3	3.5
HEAD TEACHER.....	8	10	12
DETENTION/AFTER SCHOOL MONITOR	1	1.5	2
SUMMER SCHOOL.....			

ASSISTANT ATHLETIC DIRECTOR \$1,522.50

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

2. **OUTSIDE EXPERIENCE CREDIT:** Teachers entering the system and/or assuming supplemental contract duties may be granted experience equal to that earned in another school system.
3. **RELATED EXPERIENCE CREDIT:** Bargaining unit experience shall be granted for related supplemental duties. For example, two years as a junior varsity coach would place the individual at the third year as a varsity coach; three years as a junior class sponsor would place the individual on the fourth year as a senior sponsor.
4. **COMPENSATION FOR EACH SUPPLEMENTAL:** Personnel shall be compensated for each supplemental position they hold.
5. **FILLING OF SUPPLEMENTALS/SUPPLEMENTAL NON-RENEWAL:** The Board reserves the right to fill or not fill any supplemental contract position based on interest and involvement of the student body. To award a supplemental contract for a club, there should be at least five (5) students. To award a supplemental contract for an athletic team there should be enough student interest to meet the minimum requirements to field the team. Whenever a supplemental contract position becomes vacant, the vacancy shall be posted with qualifications. Non-bargaining unit members holding supplemental positions may continue to hold those positions at the discretion of the Board. A qualified bargaining unit applicant will be hired before a non-bargaining unit member is hired. When more than one bargaining unit members apply for a vacant position, the Board will select the most qualified of the applicants.
6. **TITLE I COORDINATOR/DIRECTOR:** The position of Title One Coordinator/Director shall be excluded from the bargaining unit and will be filled at the discretion of the Board and shall be considered an administrator position.
7. **ADMINISTRATOR POSITION TEACHING:** An administrator may teach no more than two (2) teaching periods per day unless extended by mutual agreement.
8. **SPECIAL EDUCATION TEACHERS:** Special Education teachers may be paid up to 21 additional hours at the end of each year for duties beyond the regular school day/s. Payment would be at their respective daily rates divided by 7 hours per day and submitted on time sheets.

7.02 FRINGE BENEFITS:

- A. **HEALTH CARE BENEFITS:** The Board shall provide for each member of the bargaining unit full single/family hospitalization, surgical, and major medical benefits in accordance with the agreement between the Board and the Trumbull County Schools Insurance Consortium, (Consortium) for the duration of this contract as outlined below:
1. Full time BMEA employees hired before July 1, 2008, will contribute the amount of the monthly premium costs as established by the Trumbull County Schools Insurance Consortium. Bargaining unit members wishing health insurance coverage (Including prescription drug coverage) will choose from among the three (3) PPO Plans offered by the Consortium/Carrier. Such bargaining unit members choosing PPO-1, PPO-2 or PPO-3 will contribute the monthly premium costs as established by the Consortium through payroll deduction; however, the premium contribution shall be no more than 10%. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change; such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2 the employee shall pay the percentage of the monthly premium costs as established by the Consortium through payroll deduction.
 2. Full time Bargaining unit members hired after July 1, 2008 desiring health insurance coverage (including prescription drug coverage) may choose either PPO-2 or PPO-3 offered by the Consortium. PPO-2 selection will require a percentage premium contribution as established by the Consortium through payroll deduction, however, the premium contribution shall be no more than 15%. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change; such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2 the employee shall pay the percentage of the monthly premium as established by the Consortium through payroll deduction.
 3. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which authorizes the Board to withhold insurances on a pre-tax basis. Also included is an employee funded flexible spending account (FSA).The FSA includes a medical reimbursement option which allows an employee to contribute up to the IRS maximum annually and a dependent care option which

allows an employee to contribute up to the IRS maximum annually. The Board will contribute in addition to the maximums to bargaining unit member's FSA Account for the remainder of this contract the following total amounts annually:

0 to 5 years service	\$200.00
6 to 10 years of service	\$400.00
11 to 15 years of service	\$600.00
16 or more years of service	\$800.00

4. Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts (HRA) with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.
5. Prescription drug coverage is included with each of the PPO coverages and may not be utilized separate from the PPO nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.
6. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through their (spouse's) employer, in accordance with the Consortium's Benefits Statement Form parameters. Falsification of spousal coverage information shall be grounds for discipline including discharge.
7. Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district; will either obtain a single coverage policy from their respective districts or select family coverage from the district, where the employee with the earliest birth date in the calendar year is employed (i.e., the birthday rule).
8. Eligible bargaining unit members who chose to forego their right to coverage can receive an Opt Out Benefit in the amount of twelve percent (12%) of the annual premium costs of the most expensive PPO alternative for which they are eligible.
9. An eligible bargaining unit member that has declined the available coverages under this contract, who suffers a significant life change, (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPOs for which they become eligible under the previous provisions of this section and in accord with the requirements of the insurer. Any opt out payments

will be reduced proportionately to the time that coverage is extended and if an overpayment has occurred, the bargaining unit member will remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

10. If the Consortium develops health improvement programs and/or disease management programs as part of the health coverage package, eligible bargaining unit members will enroll in such programs.
 11. Copies of the current PPO-1, 2 & 3 and Consortium Benefits Statement will be added to the agreement as Appendix J.
 12. Part-Time Employees. Part-time employees shall have their benefits prorated according to the amount of time actually worked. The contribution shall be paid by payroll deduction. Part-time employees hired before July 1, 2008, may choose PPO-1, PPO-2 or PPO-3 offered by the Consortium. Part-time employees hired after July 1, 2008, may choose only PPO-2 or PPO-3 offered by the Consortium. (Part-time employees employed prior to July 1, 2013, will be grandfathered and not subject to this new provision requiring proration of benefits. Employees employed before July 1, 2013, who have been laid off and then recalled into a part-time position will also be grandfathered.)
 13. Insurance Committee. An Insurance Committee composed of no more than two (2) members appointed by the BMEA President and two (2) members appointed by the Superintendent will be formed and begin its activities at the start of the 2013-2014 school year. The Committee will review insurance costs, explore additions/modifications and provide timely information to BMEA members and the Board of Education. The Committee will meet no more than once each quarter at the request of the BMEA members.
- B. VISION CARE: All full time members of the bargaining unit and their families shall be entitled to vision services benefits in accordance with the provisions of the Board and Vision Service Plan based upon a \$20.00 deductible per examination on an annual basis.

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

The Board shall pay 100% of the vision benefits premiums for full time employees for the duration of this contract. Less than full time certified employees will be eligible for the same percentage of Board paid insurance as they are employed.

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

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

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

1. The amount to be “picked-up” on behalf of each employee shall be the employee’s assessed percentage by STRS of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced at no cost to the Board by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker’s compensation shall be based on the employee’s daily gross pay prior to reduction (e.g. gross pay divided by the number of days in a teacher’s contract.)
5. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.

6. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.
- E. **TAX SHELTERED ANNUITIES:** The Board shall provide a reduction of salaries to all members of the bargaining unit who wish to participate in one of the Tax Sheltered Annuity Programs currently established with the Bloomfield-Mespo Local Schools. An employee may enroll or withdraw by notifying the Treasurer fourteen days prior to the change. Any Insurance/Annuity that is not currently established must have at least two (2) employees enrolled before being recognized as an established agent with the Bloomfield-Mespo Local School District. The Treasurer shall forward all annuity deductions to the annuity carrier, on the date the monies are withheld.
- F. **DEDUCTIONS FOR CREDIT UNION:** Payroll deduction for Seven Seventeen Credit Union shall be provided by the Board for all certified teaching personnel who request such deductions.
- G. **FREE ADMISSION TO SCHOOL ACTIVITIES:** All certified teaching personnel shall receive free admission to all school activities.
- H. **SEVERANCE PAY:** Full-time certified employees may, with at least ten (10) years of service with the Bloomfield Mespo Local School District and retirement from a state retirement system, elect to be paid in cash for their accrued but unused sick leave credit. Such payment shall be based on the employee’s daily regular rate of pay excluding any supplemental duty contracts at the time of separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. Such payment shall be made no later than thirty (30) calendar days after the official retirement date of the employee or later date requested by the employee.

Severance Pay Schedule based upon accrued sick leave:

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

I. CAR ALLOWANCE

1. Teachers who are assigned to teach in more than one building within one work day shall be paid mileage for travel between locations.
2. Any teacher expected to attend professional educational workshops or conferences, excluding local or county meeting regularly attended by all staff members, shall be reimbursed for miles traveled.
3. Reimbursement shall be received for the use of private cars for school business authorized by the administration.
4. The rate of mileage reimbursement shall be per current IRS rate per mile. Teachers must file monthly mileage slips with the Treasurer which itemize the miles driven.

J. ATTENDANCE INCENTIVE: The Board will pay a stipend of \$300 to any eligible member of the bargaining unit who does not use any personal days during a school year. The Board will pay a maximum of \$300 for all four unused personal days. The Board will pay \$75 per day for unused personal days up to the maximum of \$300.00.

K. U.S. SAVINGS BONDS: U.S. Savings Bonds will be available for purchase through payroll deduction with the bank handling the payroll account.

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

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

- N. **INSURANCE WHILE ON LEAVE:** Any bargaining unit member on an approved leave under the provisions of this contract or on the reduction in force list shall be entitled to maintain any or all of the insurance benefits offered by the Board to bargaining unit members by transmitting payment for the applicable insurance premiums to the Treasurer of the District by the 25th day of the preceding month for which the insurance benefits are wanted. The member shall pay no more than the amount of the premium paid by the Board for the same benefit coverage.
- O. **SEVERANCE BUY-OUT PLAN (SBP)**
1. **IMPLEMENTATION/EXPIRATION:** Effective August 16, 2006, a Severance Buy-Out Plan will be implemented for members of the STRS certified teaching staff within the Bloomfield-Mespo Local School District. Teachers with 30 years or more during the 2006/07 school year have a one year window to participate in the Severance Buy Out Plan. Thereafter a teacher is only eligible during their 30th year of service.
 2. **ELIGIBILITY REQUIREMENTS**
 - a. Participation is open to all eligible STRS members.
 - b. Certified employees of the Bloomfield-Mespo school district, covered under this contract, who have 30 total years of service, during the life of this contract, are eligible for a severance buy-out plan of a one time \$7,500 lump sum. All funds may be deposited in an employer-sponsored 403(b) Plan.
 - c. Members must notify the treasurers' office 90 days prior to their retirement date.
 - d. One half the severance pay will be paid no later than September 30th in the year of the teacher's retirement and the other half, on the same date the next year.
 - e. Failure to comply with the effective dates of this SBP shall make the employee ineligible to participate in the SBP.
 3. **REPLACEMENT:** The Board shall not be required to replace a bargaining unit member who retires under this provision, notwithstanding the provisions of Article 4.05, Vacancies. However, the Board shall comply with all other provisions of the contract and shall consult with the BMEA regarding not replacing a bargaining unit position vacated under the Severance Buy-Out Plan

(SBP) provision to discuss the impact of such decision and alternative plans.

ARTICLE VIII

ABSENCE AND LEAVE

8.01 AUTHORIZED ABSENCE

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

8.02 NOTIFICATION IN CASE OF ABSENCE

1. Teachers assigned to the Bloomfield Building shall make every effort to call the designated person between 6 A.M. and 6:15 A.M. on the day of the absence or when possible, calls can be made prior to 11 P.M. the night before to report absences from work due to personal illness or an emergency illness in the family.
2. Teachers assigned to the Mespo building, shall make every effort to call the designated person between 6:15 A.M. and 6:30 A.M. on the day of absence, or when possible, calls can be made prior to 11:00 P.M. the night before to report absence from work due to personal illness or an emergency illness in the family.
3. If the teacher knows that he/she is not returning to work the next day, he/she shall call the building secretary by 2:00 P.M. so that the substitute can be retained.
4. Each teacher is responsible for having on file in the principal's office, an emergency substitute file. This information is to be placed on file by September 15th and January 30th of each year. The material should be appropriate for the students.

8.03 CERTIFICATE OF ABSENCE

On return from absence, the teacher shall return the completed form (Appendix D) to the designated office.

8.04 CALAMITY DAY

- A. In the event schools are closed because of weather conditions or mechanical problems, bargaining unit members are not expected to report to work. Every effort should be made to notify the staff by 6:15 A.M. When schools are closed early because of weather conditions or mechanical problems, all bargaining unit members are to be dismissed within 20 minutes after the building has been secured and students have been dispatched from the buildings.
- B. In the event schools are closed because of weather conditions or otherwise, to such extent that the minimum legally required school year can be met only by scheduling makeup days, these makeup days shall be designated by the Board as regular work days Monday through Friday, exclusive of holidays, without additional compensation. Makeup days may be scheduled on Saturday or Sunday only upon mutual agreement between the Association and the Board.

8.05 ABSENCE COVERED BY SICK LEAVE

- A. ACCUMULATION: Each bargaining unit member shall be given fifteen (15) days sick leave each school year. Five days shall be made available to use annually on the first day of school with the balance being made available for use at the rate of one (1) day per month from September through June. There shall be an unlimited accumulation of unused sick days for each employee.
- B. USE OF SICK LEAVE: Members shall be granted sick days for absence due to illness, injury, emergency dental care, physical disability, child birth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness or death in the member's immediate family.
 - 1. "Immediate family" shall be defined as father, mother, sister, brother, spouse, children, step-parent, step-child, father/mother-in-law, grandparents, and grandchildren.
 - 2. For the purpose of attending funerals utilizing sick leave, the immediate family shall include all those listed in B-1 as well as brother/sister-in-law, children-in-law, aunt, uncle or significant other.
 - 3. If the Superintendent declares a 'calamity day' for the school while a teacher is on sick leave, the teacher shall not be charged with a sick leave day.

8.06 LEAVES OF ABSENCE

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

- A. **ILLNESS LEAVE:** Any teacher shall be granted a leave of absence without pay for up to two years because of personal illness or other disability as per ORC 3319.13.
1. The application for such leave shall be accompanied by a statement from the attending physician unless such statement is waived by the Superintendent.
 2. While on leave, the employee may continue his/her hospitalization and other insurance benefits by paying the premiums that the Board pays for the same coverage to the Treasurer of the District by the 25th of the previous month.
 3. An employee may request emergency short-term medical leave for a period not to exceed thirty work days, in which case all fringe benefits will be maintained by the Board. This leave will be granted only after all sick leave has been exhausted.
 4. A teacher on illness leave who intends to return to work shall file an application for reinstatement at least thirty days before he/she expects to resume his/her duties. This 30 day waiting period may be waived by the Superintendent.
 5. Upon return to service, the employee shall resume the position held prior to the leave or another position within his/her certification.
- B. **EXCHANGE TEACHER OR SERVICE LEAVE OF ABSENCE:** The Board shall grant a leave of absence for up to two years without pay for a teacher who is accepted as an exchange teacher or in other service organization involvement pursuant to the Board's acceptance of rules governing such services established by the organization in which the teacher will serve. Upon return from such leave, the teacher will be placed on the salary schedule at the level he/she was on when the leave was granted and in the position held prior to the granting of the leave or another position within his/her certification.
- C. **DEPENDENT CARE LEAVE:** A teacher shall be granted a leave of absence without pay for up to two years in order to care for an incapacitated member of his/her immediate family. A teacher who intends to return to work shall file an application for reinstatement at least thirty days before he/she expects to resume duties. This thirty day period may be waived by the Superintendent. While on leave, the employee may

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

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

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

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

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

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

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

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

F. LEAVE OF ABSENCE WITHOUT PAY: Leaves of absence without pay may be granted by the Board, not to exceed five (5) school days in one

school year. The request should be submitted to the Board at least three weeks in advance. No more than one certified employee may be granted a leave of absence without pay at one time.

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

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

8.07 OTHER LEAVES

A. PROFESSIONAL LEAVE AND REIMBURSEMENT

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

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

2. The Board will provide \$650 per year for each teacher for attendance at: workshops, clinics, conferences or college course work related to his/her field of instruction. All teachers must receive prior approval for this reimbursement.
 - a. Reimbursement for workshops, clinics, conferences or college course work related to supplemental contracts may be approved at the discretion of the Board and shall not exceed \$200. Only teachers with supplemental contracts will be considered for this professional leave.
 - b. The Board will have the right to approve teachers who may be applying supplemental contracts for the subsequent school year for this reimbursement.
 - c. Reimbursements shall be paid to the teacher within 15 business days of submission to the district treasurer.
3. Bargaining unit members requested or required by administration or programmatic guidelines to attend meetings as part of their

assignments may be permitted to attend through authorization of the administration. In such cases, a form will be submitted for the administrations' approval prior to the meeting.

4. STIPEND FOR NATIONAL BOARD CERTIFICATION

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

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

1. Personal leave days are not accumulative.
2. Personal leave forms will be obtained from the school secretary, signed by the teacher, and then returned to the Superintendent's office (Appendix F).
3. Because of the difficulty of obtaining qualified substitutes, notice shall be given as early as possible.
4. Personal leave cannot be granted the day before or the day after a holiday except for a funeral or wedding commitment. The Superintendent may grant exceptions to this.
5. Personal leave can be used as an extension for sick leave with the approval of the Superintendent.
 - a. The teacher must have used all his/her sick leave to qualify for this conversion.
 - b. No more than 2 personal days may be used in this fashion per semester.
 - c. Conversion of any personal day to sick leave disqualifies a teacher from the attendance incentive.
6. The building principal may permit a teacher to be absent for less than one half (1/2) day when an emergency can be resolved without the teacher needing a whole day of personal leave.

C. JURY OR COURT REQUIRED SERVICE: A member who is chosen to fulfill his/her civic obligation by serving on jury duty or is subpoenaed by a

state or federal court to appear as a witness shall receive the teacher's regular per diem rate. The teacher will be granted leave from school which does not affect any other leaves to meet these responsibilities.

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

- D. **FIELD TRIP ASSIGNMENT:** No bargaining unit member may be mandated to agree to a Field Trip outside of normal school hours. As part of a field trip or extra-curricular trip request form, all teachers who will be in attendance on the trip will be listed on the application form. (See Appendix G) Granting permission for the trip will include authorization for those teachers to be absent from the building.
- E. **SPECIAL ASSIGNMENT:** Certified personnel who wish to attend local meetings as part of their job assignment and where there are no expenses to the Board including substitutes, shall be permitted to attend through authorization of the building principal. In such case, no form for professional leave is needed.
- F. **EXTENDED PERSONAL LEAVE:** The Board shall grant to a member of the bargaining unit, upon written request, an extended leave of absence without pay for personal reasons for a period not to exceed one year. Written application for the leave must be made to the Superintendent thirty (30) days prior to the start of the leave. It is the responsibility of the teacher to notify the Superintendent by March 31 of his/her intent to return from an extended personal leave for the coming school year. Emergency leave without 30 days notification may be granted by the Board.
- G. **FAMILY AND MEDICAL LEAVE:** The Board will comply with the Family and Medical Leave Act of 1993 and its implementing regulations.

ARTICLE IX

GRIEVANCE PROCEDURE

9.01 DEFINITIONS

- A. **GRIEVANCE DEFINED:** A grievance is defined as any complaint involving an alleged misinterpretation, misapplication or violation of this agreement.
- B. **GRIEVANT DEFINED:** A grievant is a member of the bargaining unit who has a grievance or the BMEA on behalf of the membership. The Association shall not file a grievance on behalf of a member without their

consent. Failure to file a grievance does not constitute acceptance of the situation as a past practice.

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

9.02 PURPOSE

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

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

9.03 RIGHTS OF THE GRIEVANT

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

- A. ASSOCIATION GRIEVANCE: If a grievance affects a group of bargaining unit members, the BMEA may submit a group grievance on their behalf. One (1) member of the group grievance shall serve as the representative of all parties to the grievance.
- B. OFFICIAL GRIEVANCE FILE: The official file of materials pertaining to the grievance shall be established by the Superintendent upon final resolution of the grievance.
- C. PROTECTION OF INDIVIDUAL RIGHTS: Nothing in this grievance procedure shall be construed to deny the individual any right to legal advice and/or legal counsel.
- D. TIME LIMITS: If the time limits for hearing or answering a grievance are not followed at any level by the administration, the aggrieved may proceed to the next level. If time limits are not followed at any level by the grievant, the grievance may be considered terminated.

9.04 RIGHTS OF THE ASSOCIATION

The BMEA through the Association President or designee shall have the right to participate in and attend all levels and steps of any grievance brought to the Administration. A grievance is defined as any complaint involving an alleged misinterpretation, misapplication or violation of this contract, including Article V, Teacher Appraisal System, which is in accordance with Board of Education policy 3220, which is incorporated into this agreement.

9.05 STEPS

- A. **INFORMAL LEVEL:** The grievant, building principal, and BMEA Representative (if grievant so desires) shall meet to informally discuss the nature and terms of a possible grievance within twenty (20) days of the date he/she knew or should have known of the act or occurrence upon which the potential grievance will be based. The BMEA Representative may be designated as spokesperson for the grievant during this informal meeting.
- B. **LEVEL I—FORMAL—PRINCIPAL:** If the matter is not resolved at the informal level, the grievant shall present his/her written grievance (see Appendix H) directly to the building principal within ten (10) days after the informal discussion. Within ten (10) days of receipt of the written grievance the principal and the grievant shall hold a meeting to discuss the grievance. The principal shall provide a written answer to the grievant within five (5) days of the meeting.
- C. **LEVEL II—SUPERINTENDENT:** If the matter is not resolved to the grievant's satisfaction, he/she must present the written grievance to the Superintendent within ten (10) days after receipt of the building principal's written answer. Within ten (10) days of receipt of the written grievance, the Superintendent and the grievant with Association representation shall hold a meeting to discuss the grievance. The Superintendent shall provide a written answer to the grievant within five (5) days of the meeting. The grievant has 5 days to respond in writing to the Superintendent as to his/her decision to continue or cancel the grievance. Failure to do so will automatically cancel the grievance.
- D. **LEVEL III—BOARD:** If the matter is not resolved to the grievant's satisfaction, the grievant shall fill out the next part of the grievance form and submit it to the president of the Board of Education by certified mail. Written notification of such an appeal shall be submitted to the Superintendent, principal and the BMEA. The Board, at its next regularly scheduled meeting or in an earlier Special Board meeting in executive session following the filing of the appeal with the president of the Board, shall meet with the grievant with Association representation and the

Superintendent to review the grievance(s). The decision of the Board shall be made to the grievant by written letter within ten (10) days of the meeting. Copies of the letter shall be sent to the principal, the BMEA and the Superintendent. The grievant has 5 days to respond in writing to the Superintendent as to his/her decision to continue or cancel the grievance. Failure to do so will automatically cancel the grievance.

E. LEVEL IV—MEDIATION:

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

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

1. The decision(s) of the arbitrator shall be binding upon the teacher, the Association, and the Board of Education but does not deny any party the right to legal appeal.
2. The cost of the arbitrator and his/her expenses related to the arbitration and the hearing room shall be shared equally by both parties. Each party's expenses related to participation in the arbitration shall be the responsibility of the respective party(s).

ARTICLE X

DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE

10.01 If bargaining unit members covered by this contract are transferred to another or new school district during the term of this contract, the employer agrees that prior to any such transfer, every attempt will be made to ensure this contract will be honored.

- A. If the successor employer already recognizes a union which is an affiliate of the OEA, then the transferred employees will be considered to be added to the existing bargaining unit; however, such transferred employees will enjoy the rights, protection, benefits and salaries/wages of the contract providing greater rights, protection, benefits and salaries/wages for them until such time a new contract is reached between the union and the successor employer. The union, affiliated with the OEA will review both contracts and determine, provision by provision, which provision of which contract will be the provision covering the transferred employees. If, during its term, a contract contains a provision for any increase in protection, benefits and/or salary/wages, that provision shall govern the transferred employees.
- B. If the successor employer recognizes a union which is not an affiliate of the OEA, the successor employer will refer the matter of representation to the State Employment Relations Board.
- C. If the successor employer does not recognize a union, such successor employer shall voluntarily agree to recognize the union affiliated with the OEA upon receipt of a "Request for Voluntary Recognition". In the interim, the successor employer will honor the contract of the transferred employees until such time as a new contract is reached covering all members of the bargaining unit.
- D. Where both employers recognize affiliates of the OEA and not withstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the first day worked in such a position.

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

- E. The new district consolidation, jurisdictional change or territorial transfer shall in no way diminish the individual contractual status, service credit for salary placement, or any other statutory entitlement that would have

accrued to an employee had the district consolidation, change or transfer not occurred.

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

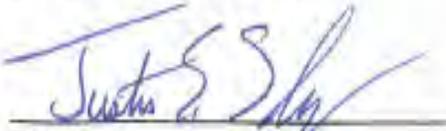
ARTICLE XI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC):

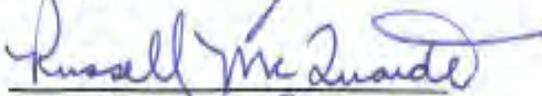
The LPDC will meet as deemed necessary. A minimum of five (5) meeting dates will be identified in each school year for the committee to perform its duties. If five meetings are not necessary in order for the LPDC to perform its business, a meeting or meetings may be cancelled. These meetings, which will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

NEGOTIATION TEAM MEMBERS

BOARD OF EDUCATION



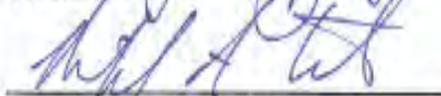
President



Superintendent



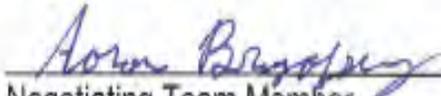
Treasurer



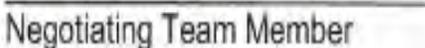
Negotiating Team Member



Negotiating Team Member

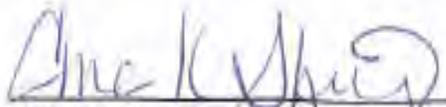


Negotiating Team Member



Negotiating Team Member

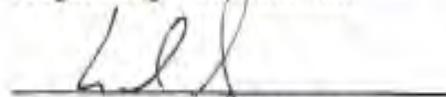
BMEA



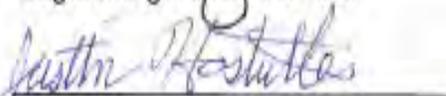
President



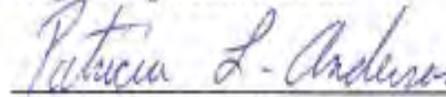
Negotiating Team Member



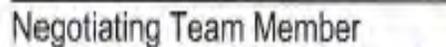
Negotiating Team Member



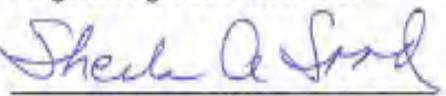
Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



Labor Relations Consultant

APPENEDIX A

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

REQUEST FOR SUPPLEMENTAL PAY

Name _____ Date _____

I have completed my supplemental duties as _____

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

(Signature)

ENDORSEMENT

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

responsibilities and can therefore be paid.

(Administrator's signature)

APPENDIX B

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

APPRAISAL RECORD

GUIDANCE COUNSELOR

Guidance Counselor _____

Building _____

Appraiser _____

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

A. PROFESSIONAL CHARACTERISTICS

- ____ 1. Accepts and meets professional responsibilities including keeping up-to-date on records and reports.
- ____ 2. Shows respect for administrative policies and decisions.
- ____ 3. Abides by approved Board policy.
- ____ 4. Demonstrates willingness to examine professional effectiveness and seek new methods where necessary.
- ____ 5. Evidences poise, tact, and cooperation in relations with school/community members.

Appraiser's Comments:

Counselor's Comments:

B. PROFESSIONAL COMPETENCIES

- ____ 1. Uses guidance resources effectively.
- ____ 2. Uses effective counseling techniques.
- ____ 3. Makes referrals when necessary.
- ____ 4. Manages guidance services efficiently (records, scheduling, materials, appointments)

Appraiser's Comments:

Counselor's Comments:

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

Appraiser's signature

Counselor's signature

Date

Date

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

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

Date Filed

Name

Additional comment sheets are attached: ____ Yes ____ No

APPENDIX C-1
BLOOMFIELD-MESPO LOCAL SCHOOLS
Salary Schedule 2013-2014

EXP	BA	BA/150	MA	MA/15
0	25177 1.000	26511 1.053	28098 1.116	29935 1.189
1	26385 1.048	27846 1.106	29558 1.174	31522 1.252
2	27594 1.096	29180 1.159	31018 1.232	33108 1.315
3	28802 1.144	30515 1.212	32478 1.290	34694 1.378
4	30011 1.192	31849 1.265	33939 1.348	36280 1.441
5	31219 1.240	33183 1.318	35399 1.406	37866 1.504
6	32428 1.288	34518 1.371	36859 1.464	39452 1.567
7	33636 1.336	35852 1.424	38319 1.522	41039 1.630
8	34845 1.384	37186 1.477	39780 1.580	42625 1.693
9	36053 1.432	38521 1.530	41240 1.638	44211 1.756
10	37262 1.480	39855 1.583	42700 1.696	45797 1.819
11	38470 1.528	41190 1.636	44160 1.754	47383 1.882
12	39679 1.576	42524 1.689	45621 1.812	48969 1.945
13	40887 1.624	43858 1.742	47081 1.870	50555 2.008
14	42096 1.672	45193 1.795	48541 1.928	52142 2.071
15	43304 1.720	46527 1.848	50002 1.986	53728 2.134
16	44513 1.768	47861 1.901	51462 2.044	55314 2.197
17	45721 1.816	49196 1.954	52922 2.102	56900 2.260
25	46930 1.864	49876 1.981	53652 2.131	57706 2.292

APPENDIX C-2
BLOOMFIELD-MESPO LOCAL SCHOOLS
Salary Schedule 2014-2015

EXP	BA	BA/150	MA	MA/15
0	25429 1.000	26777 1.053	28379 1.116	30235 1.189
1	26650 1.048	28124 1.106	29854 1.174	31837 1.252
2	27870 1.096	29472 1.159	31329 1.232	33439 1.315
3	29091 1.144	30820 1.212	32803 1.290	35041 1.378
4	30311 1.192	32168 1.265	34278 1.348	36643 1.441
5	31532 1.240	33515 1.318	35753 1.406	38245 1.504
6	32753 1.288	34863 1.371	37228 1.464	39847 1.567
7	33973 1.336	36211 1.424	38703 1.522	41449 1.630
8	35194 1.384	37559 1.477	40178 1.580	43051 1.693
9	36414 1.432	38906 1.530	41653 1.638	44653 1.756
10	37635 1.480	40254 1.583	43128 1.696	46255 1.819
11	38856 1.528	41602 1.636	44602 1.754	47857 1.882
12	40076 1.576	42950 1.689	46077 1.812	49459 1.945
13	41297 1.624	44297 1.742	47552 1.870	51061 2.008
14	42517 1.672	45645 1.795	49027 1.928	52663 2.071
15	43738 1.720	46993 1.848	50502 1.986	54265 2.134
16	44958 1.768	48341 1.901	51977 2.044	55868 2.197
17	46179 1.816	49688 1.954	53452 2.102	57470 2.260
25	47400 1.864	50375 1.981	54189 2.131	58283 2.292

APPENDIX C-3
BLOOMFIELD-MESPO LOCAL SCHOOLS
Salary Schedule 2015-2016

EXP	BA	BA/150	MA	MA/15
0	25938 1.000	27313 1.053	28947 1.116	30840 1.189
1	27183 1.048	28687 1.106	30451 1.174	32474 1.252
2	28428 1.096	30062 1.159	31956 1.232	34108 1.315
3	29673 1.144	31437 1.212	33460 1.290	35743 1.378
4	30918 1.192	32812 1.265	34964 1.348	37377 1.441
5	32163 1.240	34186 1.318	36469 1.406	39011 1.504
6	33408 1.288	35561 1.371	37973 1.464	40645 1.567
7	34653 1.336	36936 1.424	39478 1.522	42279 1.630
8	35898 1.384	38310 1.477	40982 1.580	43913 1.693
9	37143 1.432	39685 1.530	42486 1.638	45547 1.756
10	38388 1.480	41060 1.583	43991 1.696	47181 1.819
11	39633 1.528	42435 1.636	45495 1.754	48815 1.882
12	40878 1.576	43809 1.689	47000 1.812	50449 1.945
13	42123 1.624	45184 1.742	48504 1.870	52084 2.008
14	43368 1.672	46559 1.795	50008 1.928	53718 2.071
15	44613 1.720	47933 1.848	51513 1.986	55352 2.134
16	45858 1.768	49308 1.901	53017 2.044	56986 2.197
17	47103 1.816	50683 1.954	54522 2.102	58620 2.260
25	48348 1.864	51383 1.981	55274 2.131	59450 2.292

APPENDIX D

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

STATEMENT OF ABSENCE

Employee Name _____ Date _____

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

SICK LEAVE

DATE(S) OF LEAVE: _____

1) Personal Illness/Injury _____

2) Illness/Injury in immediate family _____

Name of family member _____

3) Death in immediate family _____

Name and relationship _____

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

5) Medical attention required _____
(ORC 3319.141)

Name and Address of Physician: _____

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

SIGNATURE OF EMPLOYEE

APPENDIX E

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
PROFESSIONAL LEAVE OR TUITION REQUEST

SCHOOL _____ DATE _____

NAME _____

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

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

NAME OF CONFERENCE/COLLEGE _____

DATE(S) OF LEAVE OR SEMESTER _____

LOCATION OF CONFERENCE/COURSE(S) _____

EXPENSE APPLIED FOR – COMPLETE FORM K FOR REIMBURSEMENT

PRINCIPAL SIGNATURE

SUPERINTENDENT SIGNATURE

Copies to:
Superintendent _____
Treasurer _____
Bldg. Principal _____
Sub. Assignor _____

Substitute _____
Assigned _____

Other _____

Revised 10/89

APPENDIX F

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

PERSONAL LEAVE

DATE(S) OF LEAVE _____

All employees have four (4) personal leave days available for use each year. These days are unrestricted; however, employees using these days are obligated to use them only for emergency business or personal matters that cannot be taken care of during non-working hours. Personal leave cannot be taken in place of sick leave and is subject to any other restrictions contained in current agreement between your Association and the Board of Education.

SIGNATURE OF EMPLOYEE

**APPENDIX G
BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT**

PERMISSION FOR FIELD TRIP FORM

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

TEACHER _____ DATE _____ GRADE(S) _____

DESTINATION _____

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

PURPOSE _____

RELATION TO CURRICULUM _____

MEANS OF TRANSPORTATION _____

COST PER PUPIL _____ PAID FOR BY _____

PRINCIPAL	DATE	TEACHER	DATE
-----------	------	---------	------

BUS DRIVER ASSIGNED _____ CONTACTED _____
DATE

SPECIAL INSTRUCTIONS/DIRECTIONS FOR BUS DRIVER:

APPROVAL OF SUPERINTENDENT _____ DATE _____

DRIVER'S REPORT

Number of miles traveled _____ Gallons of Gas _____

Number of Hours _____

This application shall be made in triplicate by the Principal.

cc: Superintendent
Principal
Bus Driver

APPENDIX H
BLOOMFIELD-MESPO EDUCATION ASSOCIATION

GRIEVANCE FORM

Grievant _____ Date of Level I Meeting _____

Grievant's Address _____

Grievant's Home Phone _____

Building _____ Principal _____

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

Remedy: _____

Grievant's Signature _____

Date _____

Level II – Hearing Date _____

Superintendent's Decision:

Superintendent's Signature

Date

APPENDIX I

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
PROFESSIONAL EXPENSES

School Year _____

Name _____ Date completed _____

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

Maximum Allowed.....\$650.00

Substitute Costs: _____

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

Total Expenses (\$)

Balance Available-----

-

APPENDIX J-1

 MEDICAL MUTUAL	Trumbull County Schools Consortium PPO/SuperMed Plus – Option # 1 Effective July 01, 2008		 SuperMed Plus
Benefits	Network	Non-Network	
Benefit Period	January 1 st through December 31 st		
Dependent Age Limit	Dependents age 20 / Full time Students to age 26 Removal upon Birthdate		
Blood Pint Deductible	0 pints		
Human Organ Transplant Lifetime Maximum	\$1,000,000		
Lifetime Maximum – Medical & Rx combined	\$2,000,000		
Benefit Period Deductible – Single/Family ¹	\$100/\$200	\$200 / \$400	
Coinsurance	90%	80%	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$600	\$1,000 / \$2,000	
Total Out of Pocket maximum (Deductible + Coinsurance)	\$400/\$800	\$1,200/\$2,400	
Physician/Office Services			
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	80% after deductible	
Urgent Care Office Visit ²	\$20 copay, then 100%	80% after deductible	
Voluntary Second Surgical Opinion	\$20 copay, then 100%	80% after deductible	
All Immunizations & Injections including Hepatitis B	100%	80% after deductible	
Routine Services			
Routine Physical Exams ²	\$20 copay, then 100%	80% after deductible	
Well Child Care Services including Exam and Immunizations ²	\$20 copay, then 100%	80% after deductible	
Well Child Care Laboratory Tests	100%	80% after deductible	
Routine Annual Mammogram	100%	80% after deductible	
Routine Annual PAP Test	100%	80% after deductible	
PSA Testing	100%	80% after deductible	
All Routine Tests ordered by physician	100%	80% after deductible	
Routine Annual Vision Exam	\$25 copay, then 100%	50% after deductible	
Routine Annual Hearing Exam	\$25 copay, then 100%	50% after deductible	
Outpatient Services			
Surgical Services	90% after deductible	80% after deductible	
Diagnostic X-rays, Lab & Medical Tests	90% after deductible	80% after deductible	
Chemotherapy (includes oral) & Radiation Therapy	90% after deductible	80% after deductible	
Physical Therapy & Chiropractic Services combined - (60 visits per benefit period)	90% after deductible	80% after deductible	
Inhalation, Pulmonary & Respiratory Therapies	90% after deductible	80% after deductible	
Occupational Therapy - 10 visits then subject to Medical Review	90% after deductible	80% after deductible	
Speech Therapy – 10 visits then subject to Medical Review	90% after deductible	80% after deductible	
Cardiac Rehabilitation	90% after deductible	80% after deductible	
Emergency use of an Emergency Room ³	\$100 copay, then 90% after deductible		
Non-Emergency use of an Emergency Room ⁴	\$100 copay, then 90% after deductible	80% after the deductible	

APPENDIX J-1

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity Services	90% after deductible	80% after deductible
Skilled Nursing Facility (180 days per benefit period)	90% after deductible	80% after deductible
Additional Services		
Allergy Testing & Treatment	90% after deductible	80% after deductible
Ambulance – Air if medically necessary	90% after deductible	80% after deductible
Weight Loss Surgery - \$30,000 Lifetime Maximum	90% after deductible	80% after deductible
Durable Medical Equipment & Medical Supplies	90% after deductible	80% after deductible
Home Health Care (180 visits per benefit period)	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Human Organ Transplant - \$1,000,000 Lifetime Maximum	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Newborn Exam	90% after deductible	80% after deductible
TMJ Services - \$1,000 Lifetime Maximum	90% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	90% after deductible	80% after deductible ⁵

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible or coinsurance.

⁵Coinsurance does not accumulate to the out of pocket maximum.

Exclude - Elective Abortions

REV. 02-26-2007 – eff 07-01-2008

(5% employee contribution)
Flex Savings Account - \$2,500

APPENDIX J-2

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Dependents age 20 / Full time Students to age 26 Removal upon Birthdate	
Blood Pint Deductible	0 pints	
Human Organ Transplant Lifetime Maximum	\$1,000,000	
Lifetime Maximum – Medical & Rx combined	\$2,000,000	
Benefit Period Deductible – Single/Family ¹	\$350/\$700	\$500/\$1,000
Coinsurance	80%/20%	60%/40%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000/\$2,000	\$3,500/\$7,000
Total Out of Pocket Maximum (Deductible + Coinsurance)	\$1,350/\$2,700	\$4,000/\$8,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit ²	\$20 copay, then 100%	60% after deductible
Voluntary Second Surgical Opinion	\$20 copay, then 100%	60% after deductible
All Immunizations & Injections including Hepatitis B	100%	60% after deductible
Routine Services		
Routine Physical Exams ²	\$20 copay, then 100%	60% after deductible
Well Child Care Services including Exam and Immunizations ²	\$20 copay, then 100%	60% after deductible
Well Child Care Laboratory Tests	100%	60% after deductible
Routine Annual Mammogram	100%	60% after deductible
Routine Annual PAP Test	100%	60% after deductible
PSA Testing	100%	60% after deductible
All Routine Tests ordered by physician	100%	60% after deductible
Routine Annual Vision Exam	\$25 copay, then 100%	50% after deductible
Routine Annual Hearing Exam	\$25 copay, then 100%	50% after deductible
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic X-rays, Lab & Medical Tests	80% after deductible	60% after deductible
Chemotherapy (includes oral) & Radiation Therapy	80% after deductible	60% after deductible
Physical Therapy & Chiropractic Services combined - (60 visits per benefit period)	80% after deductible	60% after deductible
Inhalation, Pulmonary & Respiratory Therapies	80% after deductible	60% after deductible
Occupational Therapy - 10 visits then subject to Medical Review	80% after deductible	60% after deductible
Speech Therapy – 10 visits then subject to Medical Review	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ³	\$100 copay, then 80% after deductible	
Non-Emergency use of an Emergency Room ⁴	\$100 copay, then 80% after deductible	60% after the deductible

APPENDIX J-2

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity Services	80% after deductible	60% after deductible
Skilled Nursing Facility (180 days per benefit period)	80% after deductible	60% after deductible
Additional Services		
Allergy Testing & Treatment	80% after deductible	60% after deductible
Ambulance – Air if medically necessary	80% after deductible	60% after deductible
Weight Loss Surgery - \$30,000 Lifetime Maximum	80% after deductible	60% after deductible
Durable Medical Equipment & Medical Supplies	80% after deductible	60% after deductible
Home Health Care (180 visits per benefit period)	80% after deductible	60% after deductible
Hospice Services	80% after deductible	60% after deductible
Human Organ Transplant - \$1,000,000 Lifetime Maximum	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Newborn Exam	80% after deductible	60% after deductible
TMJ Services - \$1,000 Lifetime Maximum	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	80% after deductible	60% after deductible ⁵

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵Coinsurance does not accumulate to the out of pocket maximum.

Exclude - Elective Abortions

REV. 02-26-2007 – eff 07-01-2008

(10% employee contribution)
Flex Savings Account - \$2,500
Health Savings Acct. \$100/\$200

APPENDIX J-3

	Trumbull County Schools Consortium PPO/SuperMed Plus – Option # 3 Effective July 01, 2008		
Benefits	Network	Non-Network	
Benefit Period	January 1 st through December 31 st		
Dependent Age Limit	Dependents age 20 / Full time Students to age 26 Removal upon Birthdate		
Blood Pint Deductible	0 pints		
Human Organ Transplant Lifetime Maximum	\$1,000,000		
Lifetime Maximum – Medical & Rx combined	\$2,000,000		
Benefit Period Deductible – Single/Family ¹	\$1,100/\$2,200	\$2,000/\$4,000	
Coinsurance	80%/20%	60%/40%	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$4,000/\$8,000	\$8,000/\$16,000	
Total Out of Pocket Maximum (Deductible + Coinsurance)	\$5,100/\$10,200	\$10,000/\$20,000	
Physician/Office Services			
Office Visit (Illness/Injury) ²	\$30 copay, then 100%	60% after deductible	
Urgent Care Office Visit ²	\$30 copay, then 100%	60% after deductible	
Voluntary Second Surgical Opinion	\$30 copay, then 100%	60% after deductible	
All Immunizations & Injections including Hepatitis B	100%	60% after deductible	
Routine Services			
Routine Physical Exams ²	\$30 copay, then 100%	60% after deductible	
Well Child Care Services including Exam and Immunizations ²	\$30 copay, then 100%	60% after deductible	
Well Child Care Laboratory Tests	100%	60% after deductible	
Routine Annual Mammogram	100%	60% after deductible	
Routine Annual PAP Test	100%	60% after deductible	
PSA Testing	100%	60% after deductible	
All Routine Tests ordered by physician	100%	60% after deductible	
Routine Annual Vision Exam	\$30 copay, then 100%	50% after deductible	
Routine Annual Hearing Exam	\$30 copay, then 100%	50% after deductible	
Outpatient Services			
Surgical Services	80% after deductible	60% after deductible	
Diagnostic X-rays, Lab & Medical Tests	80% after deductible	60% after deductible	
Chemotherapy (includes oral) & Radiation Therapy	80% after deductible	60% after deductible	
Physical Therapy & Chiropractic Services combined - (60 visits per benefit period)	80% after deductible	60% after deductible	
Inhalation, Pulmonary & Respiratory Therapies	80% after deductible	60% after deductible	
Occupational Therapy - 10 visits then subject to Medical Review	80% after deductible	60% after deductible	
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APPENDIX J-3

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Inpatient Facility		
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Maternity Services	80% after deductible	60% after deductible
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Newborn Exam	80% after deductible	60% after deductible
TMJ Services - \$1,000 Lifetime Maximum	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	80% after deductible	60% after deductible ⁵

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

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Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

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⁵Coinsurance does not accumulate to the out of pocket maximum.

Exclude - Elective Abortions

REV. 02-26-2007 – eff 07-01-2008

0% - employee contributions

Flex Savings Account - \$2,500

Health Savings Acct. \$500/\$1,000

APPENDIX J-4

Comparison of current PPO Rx Plan versus New alternative PPO Rx Plans

Trumbull County Schools Consortium - 07-01-2008 Pharmacy Plan Option	
Prescription Drugs	Rx Plan - eff 07-01-2008
	Changing Retail Day Supply to 30-day limit
Retail - 30 day supply	Generic - \$5 copay Preferred Brand - \$20 copay Non-Preferred Brand - \$35 copay Mandatory Mail Order - 4th Fill
Mail Order Drugs - 90 Day Supply	Generic - 10 copay Preferred - \$40 copay Non-Preferred - \$70 copay
Lifestyle-Like Drugs Retail - Mail Order	Retail - 50% coinsurance - 30 days supply Mail Order Drugs - 50% coinsurance - 90 days supply
Prescription Drug Exclusions	Diaphragms, contraceptive jellies or ointments, foams or devices Therapeutic devices or appliances Retin-A for individuals over age 19; Cosmetic Products Non-federal legend drugs; Investigational or experimental drugs Drugs received from a Non-Participating Pharmacy Infertility Drugs, Weight Loss Drugs & Growth Hormones

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PREAMBLE,

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