

January 6, 2025
Special Meeting Board of Education
6:15 PM

The Board of Education District 54-0586, Bloomfield Community Schools, met in Special Session on January 6, 2025 in High School, Room 14. Dee Bratetic: Present, Jason Hefner: Present, Justin Jindra: Present, Jessica Loseke: Present, Deb Wragge: Absent, Hally Ziegler: Present.

1.

1.a.

1.b.

1.c.

1.d.

1.e.

1.f.

2. Motion by Jason Hefner, seconded by Justin Jindra, to approve the agenda as presented for the Special Meeting of the BOE.

Dee Bratetic: Yea, Jason Hefner: Yea, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Absent,
Hally Ziegler: Yea Motion: Carried

3.

3.a.

3.a.i. Motion by Hally Ziegler, seconded by Jessica Loseke, to approve the 2025-26 Negotiated Agreement as agreed upon and presented by the BEA and the BOE Negotiation Teams.

Dee Bratetic: Yea, Jason Hefner: Yea, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried

3.a.ii.

4.

5.

6. Motion by Dee Bratetic, seconded by Hally Ziegler, to adjourn this Special Meeting of the Bloomfield Community Schools Board of Education at 6:40 p.m.

Dee Bratetic: Yea, Jason Hefner: Yea, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1) Until January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b) (i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C)(III) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section

84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 07/2024


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Negotiated Agreement

for the 2025-2026 Certified Teacher Contract Year

Between the Bloomfield Community Schools Board of Education
and the Bloomfield Education Association

Negotiation Process:

- The Board recognizes the Bloomfield Education Association as the exclusive and sole collective bargaining representative for all district-certified teachers per the NE CIR Certification Order—BEA BCS 11.2013.
 - Teacher shall mean all certificated teaching personnel and other professional personnel employed by the District, excluding Administration.
- The Negotiation process between the Board of Education and the Bloomfield Education Association, per [Nebraska Revised Statute 48-818.01](#).
 - Will begin before or on November 1 for the next contract year.
 - Either party may initiate the process.
 - NOTE:
 - A minimum of four meetings must be held.
 - A contract agreement must be reached by February 8, or the negotiations will go into arbitration.
 - The BEA and the BOE intend to complete this process on or before the BEA's Decision Day in December.

In the event a new agreement is not negotiated and agreed upon for the school year following the expiration date of this Agreement, this Agreement shall remain in effect until a new agreement is reached, and the new Agreement shall be retroactive to the beginning of the school year for which it applies.

Note:

Staff members that have remaining accumulated Sick Days at the end of the 2024-2025 school year will be honored as the start of their personal accumulated PTO for 2025-2026 contract year.

Teachers who began the 2024-2025 school year with 40+ accumulated Sick Days will begin the 2025-2026 school year with a full accumulated PTO of 45 days.

Attachment B: 2025-26 Bloomfield Community Schools Salary Scale								
Base Salary	Full time	Down	Across					
39,200	1	0.04	0.045					
		BA	BA+9	BA+18	BA+27	BA+36/ MA	MA+9	MA+18
	1	1	1.045	1.090	1.135	1.180	1.225	1.270
		\$39,200	\$40,964	\$42,728	\$44,492	\$46,256	\$48,020	\$49,784
	2	1.04	1.085	1.130	1.175	1.220	1.265	1.310
		\$40,768	\$42,532	\$44,296	\$46,060	\$47,824	\$49,588	\$51,352
	3	1.08	1.125	1.17	1.215	1.260	1.305	1.350
		\$42,336	\$44,100	\$45,864	\$47,628	\$49,392	\$51,156	\$52,920
	4	1.12	1.165	1.21	1.255	1.300	1.345	1.390
		\$43,904	\$45,668	\$47,432	\$49,196	\$50,960	\$52,724	\$54,488
	5	1.16	1.205	1.25	1.295	1.340	1.385	1.430
		\$45,472	\$47,236	\$49,000	\$50,764	\$52,528	\$54,292	\$56,056
	6	1.2	1.245	1.29	1.335	1.380	1.425	1.470
		\$47,040	\$48,804	\$50,568	\$52,332	\$54,096	\$55,860	\$57,624
	7	1.24	1.285	1.33	1.375	1.420	1.465	1.510
		\$48,608	\$50,372	\$52,136	\$53,900	\$55,664	\$57,428	\$59,192
	8	1.28	1.325	1.37	1.415	1.460	1.505	1.550
		\$50,176	\$51,940	\$53,704	\$55,468	\$57,232	\$58,996	\$60,760
	9		1.365	1.41	1.455	1.500	1.545	1.590
			\$53,508	\$55,272	\$57,036	\$58,800	\$60,564	\$62,328
	10		1.405	1.45	1.495	1.540	1.585	1.630
			\$55,076	\$56,840	\$58,604	\$60,368	\$62,132	\$63,896
	11			1.49	1.535	1.580	1.625	1.670
				\$58,408	\$60,172	\$61,936	\$63,700	\$65,464
	12				1.575	1.620	1.665	1.710
					\$61,740	\$63,504	\$65,268	\$67,032
	13					1.660	1.705	1.750
						\$65,072	\$66,836	\$68,600
	14					1.700	1.745	1.790
						\$66,640	\$68,404	\$70,168
	15					1.740	1.785	1.830
						\$68,208	\$69,972	\$71,736
	16						1.825	1.870
							\$71,540	\$73,304

SALARY SCALE PROVISIONS For the 2025-2026 year, the school district and the BEA have negotiated a 1-year contract affecting the components of base salary and medical insurance details. **The base salary for the 2025-2026 year is settled at 39,200.**

All college hours earned after a BA or BS degree must be graduate hours or must be included in a planned program of study leading to the advanced degree to qualify for the next horizontal step on the schedule; the teacher must notify the Superintendent of Schools not later than May 1 of their intent to earn graduate hours to receive credit on the Salary Schedule. A transcript must be filed with the Superintendent as soon as possible by September 1.

Certified personnel cannot advance on the Salary Schedule during the school year.

The **Professional Growth Policy**, as agreed upon by the Committee on March 11, 1983, is part of this Agreement. The sample verification form to apply for points is also available in the Faculty Handbook. See the Appendix attached.

HEALTH CARE BENEFITS

Educators Health Alliance (EHA) and other Health Insurance available -

- The medical plan (EHA) is Blue Cross Blue Shield (BCBS), with a \$1,450 deductible. The dental plan (EHA) is a single dental coverage with dental coverage determined by the FTE of the Employee. (Option PPO-Coverage A - 100%, B - 75% & C - 50%)
- The District pays the following towards each option listed below, including Single Dental coverage). Eligibility for receiving district benefits depends on each individual's terms of employment.
 - Note: Employee pays the Dental deductible(s) as identified by the chosen plan.

Options Available	Annual Premium Paid by District
Employee only (single)	\$9,888.84
Employee & Children	\$17,970.96
Employee & Spouse	\$20,347.20
Employee, Spouse & Child(ren)	\$ 27,190.80

Terms and Conditions

1. The deductible for the BCBS is \$1,450 for all options 1-4.
2. EHA Insurance -
 - Employees (1.0 FTE) receive 100% of the premium's cost.
 - Employees with less than 1.0 FTE but not less than ½ Time (.5 FTE) receive the equivalent of their FTE.
 - Employees less than .5 FTE are not eligible to receive district-paid benefits.
3. Married couples with no children and both teach within the District can choose Option 1 or Option 3 during the open enrollment period (August 1-August 31 of the current year.)

Other Insurance is offered for Certified personnel and is available at the Employee's expense through District insurance partnerships. (Contact the District Business Office to apply.)

- Employees can purchase Vision Insurance at 100% of their own cost through a group plan from an independent insurance company currently associated with the school.
- Section 125 Cafeteria Plan is available to all employees. It relates to medical reimbursements and child care deductions, which are withheld as pre-tax benefits.
- If you have a 403b Plan or wish to begin one, continue contributing. If you are new to our district, contact the District Business Office to increase or decrease your contribution.
- The district enrolls, at the district's expense, all certified employees in a group:
 - Long-Term Disability (LTD) insurance policy.
 - A \$10,000 coverage Life Insurance policy.

TERMS OF THE CONTRACT

Teachers with full-time contracts require a maximum of 185 days of service. As required by Rule 10, 1080 hours will be with students in attendance at the high school and 1032 hours in the elementary with students in attendance. At least 10 hours of professional development shall be required annually outside the 1080 instructional hours. All certified employees are required to attend.

- Contracts shall be issued on or before March 1 and shall be returned on or before March 15.
- Requests for release from contract may be considered after June 1, in cases of an emergency.
- Any teacher seeking another position must notify the Superintendent of Schools in writing on or before May 1 if they wish to be considered for contract release by June 1 to seek other employment. Requests that meet the above criteria will be granted.

When hired, teachers shall be credited with all previous teaching experiences from accredited public and private schools and placed on the schedule according to their degree level and the number of hours past the degree in their endorsed area.

Extended contracts shall be paid based on 1/185 of the 9-month contract salary daily rate for any time over regular contract obligations. The working hours for an extended contract period shall be 7.5 hours per day. Monday through Friday or by arrangement with the administration.

Teachers under full contract with Bloomfield Community Schools may be reassigned by the administration for additional duty when they usually have "seniors only" classes after the seniors leave in the spring.

All part-time teachers shall be required to attend in-service days, workshop days, and parent-teacher conferences the same hours as full-time teachers and shall be reimbursed at a full-time rate for those days.

Upon retirement or leaving the district:

- Teachers shall be reimbursed \$40.00 per day of unused accumulated PTO leave
- A minimum of 10 years in the district is required

PROFESSIONAL DEVELOPMENT AND SCHOOL DAYS

- Shall be considered a full working day, 7:45-4:00.
- Teachers shall be paid \$125.00 daily for school-required workshops during non-contract days.
- Professional leave will be granted at the Superintendent's discretion.

SNOW CANCELTION OF SCHOOL DAY

- Elementary and Secondary certified staff will not be required to report for duty on a snow day. Still, it may be necessary to implement an E-day curriculum and schedule as determined by the principal.
- Snow Days, if required by the Superintendent or to meet Rule 10 Accreditation, shall be made up at the end of the school year or a scheduled school break.

Any RIF Policy changes will only take effect once new contracts are issued. All RIF changes will occur before May 15 of any school year to affect the following year.

The Grievance Procedure, updated and approved on December 17, 2018, remains part of this Agreement, with the addition that all grievances shall be entered at the level where they occurred. Forms are also available in the Faculty Handbook. See the Appendix attached.

Anytime an Administrator places information that may be considered harmful into a certified person's file, the Administrator shall notify that certified person in writing within one typical working day.

Bereavement

Absence from work will be allowed so that the employee may have FIVE (5) consecutive workdays following the death of an immediate relative without loss of pay or PTO.

- Immediate Family Member: An immediate family member is defined as an employee's spouse, parent, child, sibling, grandparent, grandchild, and in-laws of any of the aforementioned relationships, as well as any person living within the same household with the employee.

Absence from work will be allowed so that the employee may have THREE (3) consecutive workdays following the death of an additional relative without loss of pay or PTO.

- The employee shall be granted three (3) consecutive workdays without loss of pay to attend the funeral of the employee's relative who is not an immediate family member (e.g., uncle, aunt, niece, nephew, cousin, and/or in-laws of these relationships).

Absence from work will be allowed so that the employee may have TWO (2) consecutive workdays following the death of a close friend without loss of pay or PTO.

- The employee shall be granted two (2) consecutive workdays to attend the funeral of a close friend.

NOTE: The Superintendent reserves the right to make final decisions in extraordinary hardship or need cases.

EMPLOYEE PAID TIME OFF (PTO)

Paid leaves are available under a Paid Time Off (PTO) program. PTO incorporates sick, personal, emergency, holiday, and leave into one program. PTO leave is available when the following conditions are met:

- (1) The District currently employs the Employee, and
- (2) The PTO leave day is taken on a day the Employee would otherwise be expected to work.

Personal PTO	12 days per contract year
Employee Accumulated PTO (unused PTO)	45 days maximum accumulated
District PTO Bank <ul style="list-style-type: none"> • Personal and accumulated PTO days must be exhausted • Prior approval is required of the district administration and/or Bloomfield Board of Education 	20 days maximum per contract year per employee
Bereavement	See Above

District PTO Plan for Certified Staff:

- Each teacher will be granted twelve (12) PTO days renewed **annually** on the first contract day.
- In addition, each teacher will be allowed to accrue forty-five (45) accumulated PTO days.
- Any unused PTO days over the 45 accumulated PTO will be paid at ½ rate of substitute pay in July annually.
 - For example: A staff member has forty-five (45) accumulated PTO at the beginning of the current contract year; they will be given an additional twelve (12) days for a total of fifty-seven (57) days to start the new contract year.
 - Any used PTO days will be deducted first from the twelve (12) days granted at the beginning of the contract year prior to the days in the employee accumulated PTO.
 - If staff members use 4 PTO days during the contract year, they will have 8 unused days over the 45 maximum employee accumulated bank. They will be paid for those 8 days at ½ substitute pay rate in July.

PTO will be granted upon:

1. Notification of absence to building principal (at the earliest possible convenience)
2. Approval by the building principal
3. Ability to find a substitute prior to the date of absence (except in the case of illness)

PTO may not be used during:

- First five (5) student contract days of the school year
- The last five (5) student contact days of the school year
- Days before or immediately following the winter break
- In-service/Professional Development sessions
- Parent/Teacher Conferences with written administrative approval, however, it is strongly discouraged.

* The building administrator reserves the right to make the final decision in regard to PTO exceptions.

If leave during these times is granted, the employee will be charged according to the "**Weighted Leave**" chart below:

Weighted Leave

- First/Last 5 Student Contact Days: 1 full day = 2 PTO days
- In-service: Full day in-service: 1 full day = 2 PTO days
- 2:30 dismissal in-service: ½ day (P.M. only) = 1 PTO day
- 2:30 dismissal in-service: 1 day = 1.5 PTO days
- Parent/Teacher Conferences: Scheduled Conferences 1.5 PTO days

However, the Administration can waive weighted leave if deemed appropriate (See chart above).

At the end of each contract year, any **Unused Personal PTO Days** are transferred to the **Employee's Accumulated PTO**.

1. The maximum for an Employee's Accumulated PTO accumulation is 45 days.
2. Once the maximum is accumulated, the remaining PTO days for the contract year will be paid out in July at one-half of the daily substitute rate.

Teachers serving on the School Improvement Team for more than one year will be granted an additional PTO day during the school year of the annual review.

The District will have a **District PTO Bank** where staff can withdraw up to twenty (20) days per contract year with the approval of the building administration and/or the Bloomfield Board of Education once they have depleted their personal PTO and accumulated PTO.

- The Board reserves the right to adjust or deny employee requests.
- Request Form can be found in the Appendix attached and Faculty Handbook.

Any teacher having to leave for an appointment or personal business during non-student contract hours can attend to that business without taking PTO with the notification and permission of the building principal. The teacher must confine their absence from the building to the allotted non-student contact time available for their business.

- Teachers will notify upon leaving and arriving back with the building office personnel.

WITHHOLDING OF PAY

Pay will be withheld:

- If an employee does not report for duty when leave (PTO, Extended Bereavement, FMLA, Military, Family Military, or any other form of leave made available by the District) is unavailable or not granted, the District may take appropriate action. The amount of pay withheld would be equivalent to 1/185th (not extra duty) salary times the number of days absent. Appropriate action includes termination of the employment relationship.

Appropriate action in either of the preceding bulleted items is at the discretion of the Administration and/or the Bloomfield Board of Education.

EVENTS: ADMISSION WITHIN THE DISTRICT, THE CONFERENCE, AND STATE:

Certified Employee Admission to Regular Season At-Home Activities - :

The district provides all employees with regular season activity passes free of charge for these activities.

District Passes are valid for the employee, spouse, and school-age children.

Note: Family members who have graduated high school or beyond are not included in this benefit.

Certified Employee Admission to Regular Season Away Conference District or State Activities -

Specific conference, district, and state events are under conference, district, or state laws or policies. The employee is responsible for these admittance fees.

Certified Employees who “work” the Admission Booth/Desk or Take Tickets for District Activities- Note: The District may assign staff to these duties as needed. The District may contract out for ticket takers.

The following Pay Scale will be used:

Activity	Description	Pay Note: Anyone scheduled activity is one(1) activity. No exceptions when Boys & Girls events are held on the same date.)
Football	Admission Booth - Ticket Taker	\$20.00 per Game
Volleyball	Admission Table - Ticket Taker	\$20.00 per Event for A & B Matches
Cross Country	Admission Taker - Ticket Taker	\$20.00 per Event JV & Varsity
Basketball (Boys & Girls)	Admission Table - Ticket Taker	\$20.00 per Event for JV & Varsity Games
Wrestling (Boys & Girls)	Admission Table - Ticket Taker	\$20.00 per Event for JV & Varsity Games
Track (Boys & Girls)	Admission Taker - Ticket Taker	\$20.00 per Event for JV & Varsity Games
Golf	Admission Taker - Ticket Taker	\$20.00 per Event for JV & Varsity Matches
Music	Admission Table - Ticket Taker	\$20.00 per Event
Drama/One-Act	Admission Table - Ticket Taker	\$20.00 per Event

Separability: If any portion of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

General Conditions of this Agreement:

1. BASE SALARY: 2025-2026 - \$39,200
2. HEALTH **INSURANCE**: Educators Health Alliance Plan; \$1,450 deductible for the calendar year 2025-26 school year; until mutually negotiated otherwise, Option 1-4 (Employee only, Employee and child, Employee spouse, and Employee, spouse & children).
3. LIFE INSURANCE and LTD: The District will provide a group MLF \$10,000 Life Insurance and LTD to each certified employee.

BEA Representatives

_____ Date

Board of Education Representatives

_____ Date

Appendix Listing:

- BEA Nebraska Commission of Industrial Relations Certification Order
- Extra Duty Scale
- Professional Growth - Definition and Activity for Credit
- Staff Grievance - Definition and Procedures
- District PTO Bank Request Form

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

BLOOMFIELD EDUCATION)
ASSOCIATION, an Unincorporated)
Association,)
Petitioner,)
v.)
SCHOOL DISTRICT NO. 54-0586 OF)
KNOX COUNTY, NEBRASKA a/k/a)
BLOOMFIELD PUBLIC SCHOOLS, a)
Political Subdivision of the State of)
Nebraska,)
Respondent.)

Case No. 1347
Representation Docket No. 476
CERTIFICATION ORDER

NEBRASKA COMMISSION
OF INDUSTRIAL RELATIONS
FILED

DEC 04 2013

CLERK

This matter comes before the Commission pursuant to the Commission's Rules, following the Report of Election heretofore entered on November 27, 2013. The Commission, being fully advised in the premises, finds that more than five business days have elapsed since the Report of Election was filed herein; that no objections to said report have been filed. The Commission finds that Bloomfield Education Association should be certified as the exclusive collective bargaining agent for the following bargaining unit.

The positions of teachers and guidance counselors, all employees of the School District performing their duties in Bloomfield, Nebraska

IT IS THEREFORE ORDERED that Bloomfield Education Association be and hereby is certified as the exclusive collective bargaining agent for the bargaining unit described above.

Entered December 4, 2013.

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

J. L. Spray, Commissioner

By Annette Hord
Annette Hord, Clerk

DEC 05 2013

EXTRA DUTY SCHEDULE 2025-26

If more than one personnel is assigned/allotted, each receives the % of Base/Yr.

		% of Base/Yr				
Activity	Personnel Assigned/ Allotted	<u>1st Year</u>	2nd Year	3rd Year	4th Year	5th Year +
Activities						
Director	1	10	10.5	11	11.5	12
Plus 2, free Instructional Periods per day						
Cheer						
Sponsor	2	4	4.3	4.6	4.9	5.2
Dance						
Sponsor	2	2.5	2.5	2.5	2.5	2.5
High School Sports						
Head Coach						
Football	1	12	12.5	13	13.5	14
Volleyball	1	12	12.5	13	13.5	14
Cross Country Minimum of 5 CCers	1	7	7.5	8	8.5	9
Basketball	2	12	12.5	13	13.5	14
Golf Minimum of 5 Golfers	1	7	7.5	8	8.5	9
Track	1	10	10.5	11	11.5	12
Assistant Coach(es)						
Football	3	8	8.5	9	9.5	10
Volleyball	1	8	8.5	9	9.5	10
Basketball	2 (3 if there are enough players to make a C team)	8	8.5	9	9.5	10
Wrestling	1	8	8.5	9	9.5	10
Track	4	7	7.5	8	8.5	9
Junior High Sports						
Football	1	3	3	3	3	3
Volleyball	1	3	3	3	3	3
Basketball	1	3	3	3	3	3
Wrestling	1	3	3	3	3	3
Track	1	3	3	3	3	3

Summer Programs	Based on a maximum of 90 hours - less than that will be prorated down.					
Weights	1	5	5	5	5	5
Music Elem/Jr/Sr High School						
Band	1	10	10.5	11	11.5	12
Vocal	1	6	6.5	7	7.5	8
Accompanist		Work under a Classified Agreement				
Elementary Vocal	1	1	2			
Speech						
Coach	1	7	7.5	8	8.5	9
Assistant	1	4	4.5	5	5.5	6
Drama						
Coach	1	7	7.5	8	8.5	9
Assistant	1	4	4.5	5	5.5	6
Yearbook						
	3	3.5	3.7	3.9	4.1	4.3
FCCLA						
Sponsor	1	7	7.5	8	8.5	9
FFA						
Sponsor	1	See Annual Contract				
Student Council						
Elementary	1	1	1	1	1	1
Junior High & High School	1	2.5	2.5	2.5	2.5	2.5
HAL						
K-12	1	1.25	1.25	1.25	1.25	1.25
Crisis Team						
Chair	1	1	1	1	1	1
Lead Teacher/ Bee Keepers						
Elementary	2	2.5	2.5	2.5	2.5	2.5
Class Sponsor						
Senior Class	2	1	1.1	1.2	1.3	1.4
Junior Class	2 (max)	1.5	1.7	1.9	2.1	2.3
Sophomore Class	2	0.005	0.005	0.005	0.005	0.005
Freshmen Class	2	0.0025	0.0025	0.0025	0.0025	0.0025

National Honor Society						
Sponsor	1	2	2	2	2	2
Strive TV						
Sponsor	1	7	7.5	8	8.5	9

Teachers covering classes during their planning period may request \$15/period taught.

Teaching Dual Credit Courses: All teachers who teach dual credit courses through any college or university shall receive ½ of the monies sent to the school as payment for said course. The remaining ½ will be added to the general fund account.

Tenured teachers can host a student teacher with principal approval once every three years. Should the college reimburse the district for student-teacher placement, that pay will go to the District's General Fund.

The high school's SAT and 504 Team Leaders shall receive 1.5% of the base salary.

Elementary MTSS Team members (3 max) 2%. All meetings shall be held outside of regular school hours. 1 day/quarter may be scheduled for a Data Day (6% max)

All extra duty positions are in full and not prorated by FTE.

Mileage or school transportation shall be provided for teachers who are shared between school districts.

PROFESSIONAL GROWTH

Professional growth shall refer to the kinds of professional work or activities that contribute to professional growth. Every six years permanent certified employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth, or, in the alternative, such other activities are approved by the school board as stated in this policy. If activities are stricken from the list or conditions made more stringent, such changes shall not be retroactive with regard to work already begun. Changes in professional growth requirements will be implemented in such a way as to cause no penalty to those who are currently working on professional growth requirements.

Persons contemplating professional growth activities are requested to consult with principals or the superintendent before engaging in the activity, to ascertain the feasibility of the activity.

To meet statutory professional growth requirements for a given six-year period, a permanent teacher must submit professional growth applications showing completion of acceptable professional growth activities totaling 90 points.

The following activities are acceptable for professional credit:

1. College Credit Earned in Accredited Colleges - fifteen (15) pts. Per semester hour.
Permanent teachers must submit a transcript from the college showing that the credit has been earned.
2. Auditing College Courses - six (6) pts. Per semester hour.
Applicants must submit a statement from the college showing the number of sessions attended and the number of sessions held. The applicant must attend 90% of the sessions to receive professional growth credit.
3. Adult Education Classes - 3 clock hours equals one (1) point.
This adult education classwork must contribute significantly to the teaching field of the applicant and must have prior approval.
4. Curriculum Workshops - 3 clock hours equals one (1) point.
The planning and development of a curriculum guide in the applicant's teaching field.
5. General Workshops - 3 clock hours equals one (1) point.
Workshops pertaining to general educational topics: special education, gifted education, I.R.A. meetings and conferences, Delta Kappa Gamma meetings, etc.
6. Teaching Accredited College Courses - ten (10) pts. Per semester hour.
7. Teaching Approved Adult Education Classes - 5 clock hours equals one (1) point.
8. Supervising Student Teachers - nine (9) pts.
For each student teacher with responsibilities under a permanent teacher.
9. Professional Publications - fifteen (15) pts.
For each piece of professional writing that is published in a professional publication.

10. Professional Work.

NEA, NSEA, BEA, and/or any recognized professional organization. Serving as President, Secretary, Treasurer, or major committee (negotiations) of the local organization; an officer or committee of the state or national organization attending a national or regional convention or workshop. - five (5) points. - the application must include the time period the work covers, the total number of hours served, and the problems considered.

11. Educational Travel.

The principal will evaluate sponsored tours without academic credit or independent travel for prior approval based on educational values for classroom use. Generally, tours or travel outside the United States of not less than two weeks will be granted up to a maximum of thirty (30) points. Up to twenty (20) points will be granted for travel in the United States.

12. Conferences.

Attendance at professional conferences or conventions that relate to education will be granted one (1) point for each 3 clock hours of the session attended.

13. Classroom Visitation at Another School- 3 clock hours equals one (1) point.

14. Projects.

Projects for professional growth will be presented to the principal in a proposal to determine objectives, time requirements, and student benefits. Up to thirty (30) points will be granted for each project.

15. Classes taken via the Internet shall count towards professional growth.

The number of points shall be agreed upon in advance with the principal and the teacher.

Professional growth activities are intended for the benefit of the individual. The school shall not be responsible for providing time and/or money for teachers to achieve professional growth points as required by statute, except for items 8, 12, and 13, which the district may partially or wholly subsidize. This policy is retroactive to September 1, 1982, when the statute took effect.

**BLOOMFIELD COMMUNITY SCHOOLS REQUEST
FOR PROFESSIONAL GROWTH CREDIT**

This form must be completed for (see Professional Leave forms effective September 9, 1996) each activity for professional growth credit, except college credit, within thirty (30) days after completing the activity.

Name _____ Date _____

Activity _____

Sponsoring
Organization _____

Presenter _____

Activity
Description _____

or Three Things I Learned: (Optional), _____

Number of Clock Hours _____

Approved for _____ Points

Date _____

Approved by _____

I would like to share what I

learned with the rest of the

staff. _____

(Opt.) Yes No

This activity was not approved.

Reasons _____

Date _____

Not Approved by _____

The accumulated points will be given to each staff member prior to April 15 annually by the Superintendent.

STAFF GRIEVANCES

I. DEFINITIONS

1. Grievance - Any alleged violation or dispute concerning the interpretation or application of a term or provision of this agreement.
2. Grievant - The Association or member(s) of the bargaining unit who is adversely affected by the grievance and who files a grievance.
3. Days - This shall mean calendar days except weekends and school holidays. It is understood that when school is not in session, the decision timelines are subject to reasonable extension.

II. STIPULATIONS

It is recognized that the Bloomfield Board of Education and the Bloomfield Education Association have an equal and mutual interest in the success and promptness of settling grievances. Therefore, it is agreed that the following rules will bind both parties:

1. Both parties will accomplish the procedures by the earliest reasonable time.
2. Both parties will withhold publicity until a joint release is issued by the parties, as is customary in collective bargaining negotiations.
3. No formal meetings will be set during school hours.
4. All parties agree to work for the welfare of the school system and strive to maintain good morale and courtesy among the parties.
5. Both parties agree to maintain the confidentiality of information regarding a grievance case.
6. Each party stipulates it will not advocate the violation of any law.

III. PROCEDURES

I. Level I (Informal)

The Grievant must first discuss the grievance with the principal or supervisor with direct responsibility.

II. Level II (Formal)

If the grievance remains unresolved, then the grievance may be processed as follows.

Step 1. The Grievant or the association may present the grievance in writing to the Grievant's principal, who will arrange for a meeting of the parties in interest within five (5) days. The association's representative, the Grievant, and the principal shall attend the meeting. Within five (5) days after the meeting, the principal shall provide the Grievant and the association with a written answer to the grievance.

Step 2. If the grievance is not resolved at Step 1, the Grievant of the association shall have five (5) days after receipt of the principal's answer to appeal to the Superintendent. The Superintendent or the Superintendent's designee shall arrange for a meeting with the Grievant and the association's representatives within five (5) days of receipt of the appeal. The Superintendent or designee will have five (5) days from the meeting date to provide the Grievant and the association with a written decision.

Step 3. Suppose the grievance is not resolved at Step 2. In that case, the Grievant or the association shall have five (5) days to appeal the grievance to the Board of Education by filing the appeal in writing with the Board President and the Superintendent. The Board of Education or a Board committee shall have ten (10) days from the date the appeal is received to schedule a meeting to address the grievance. The meeting shall be held as soon as practical but not later than the next regular Board meeting (unless the appeal is received within five (5) days of the next regular Board meeting. In this event, the meeting shall be held at the following regular Board meeting) following receipt of the appeal. The Board or Board Committee will have five (5) days from the meeting date to notify, in writing, the Grievant and the association of the decision of the Board or Board Committee.

IV. PROCEDURAL RULES

1. Decisions rendered at Level II, Steps 1, 2, and 3 of the grievance procedure, will be in writing, set forth the decision and the reasons thereof, and transmitted promptly to all parties in interest.
2. If the written grievance is not filed within 30 calendar days after the educator knew, or should have known, of the fact or condition on which the grievance is based, then the grievance shall be waived. This timeline is not subject to extension except by mutual agreement.
3. A grievance or complaint may be withdrawn at any level without prejudice.
4. No reprisals of any kind shall be taken against any party to the grievance for actions taken regarding the grievance or against any other participant in the grievance procedure because of such participation.
5. The grievance documents shall be filed separately from the personnel files of the participants.

Forms for filing and presenting grievances and complaints and other necessary documents follow.

FORMAL GRIEVANCE PRESENTATION

(To be completed by the aggrieved person).

AGGRIEVED PERSON _____ DATE OF FORMAL PRESENTATION _____

SCHOOL _____ PRINCIPAL _____

SUBJECT AREA OR GRADE _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

SIGNATURE OF AGGRIEVED

GRIEVANCE FORM B

DECISION BY SUPERINTENDENT

AGGRIEVED
PERSON _____

DATE OF FORMAL GRIEVANCE
PRESENTATION _____

DATE APPEAL RECEIVED
BY SUPERINTENDENT _____

DATE HEARING HELD
BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS, THEREFORE:

DATE OF DECISION _____

(Signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision of the Superintendent.

_____ I hereby appeal to the Board of Education.

DATE OF RESPONSE _____

(Signature of Aggrieved)

GRIEVANCE FORM C

REVIEW BY BOARD OF EDUCATION

AGGRIEVED
PERSON _____

DATE OF FORMAL GRIEVANCE
PRESENTATION _____

BOARD RESPONSE

(To be completed by the Board of Education President).

DATE APPEAL RECEIVED BY
BOARD OF EDUCATION _____

DATE HEARING HELD BY
BOARD OF EDUCATION _____

DECISION OF THE BOARD OF EDUCATION AND REASONS, THEREFORE:

DATE OF DECISION _____

(Signature of Board President)

Bloomfield Community Schools Office of the Superintendent

District PTO Bank Request Form

Name: _____

Address: _____

Building: _____

Home Phone: _____

Cell Phone: _____

REQUEST

Number of Days: _____ (Maximum of 20 days)

Start Date: _____ End Date: _____

Estimated Return to Work Date: _____

I have used the entire amount of my personal PTO and accumulated PTO. I am applying to the Board of Education with a request to use District PTO Bank days.

Member Signature: _____ Date: _____

(Office Use)

Approve / Deny

Number of Days Approved: _____

Superintendent of Schools

Date

Board of Education

Date