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K26669 STATE EMPLOYMENT RELATIONS BOARD 2057-01

**MASTER CONTRACT** 2010 OCT 28 P 12: 16

between the

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**HUNTINGTON LOCAL  
EDUCATION ASSOCIATION**

and the

**HUNTINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**August 1, 2010 through July 31, 2013**

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## ARTICLE I – NEGOTIATIONS PROCEDURE

### A. Preamble

This agreement is made by and between the Huntington Board of Education, hereinafter referred to as the "Board," and the Huntington Local Education Association, hereinafter referred to as the "Association."

### B. Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for all certified personnel in the school district, except confidential employees, casual substitutes, casual employees, supervisors, and administrative personnel.

### C. Management

The Board, by law, is recognized as the official policy-making body of the School District. The Board, in keeping with state law, individual contracts, and past and future negotiated policies, has the authority to manage the school including, but not limited to, the direction of the working force, the right to hire, plan, direct and schedule the working force; the right to establish, eliminate, change or introduce improved teaching methods, or facilities.

### D. Negotiations Procedure

Either the Association or the Board may initiate negotiations by filing a Notice to Negotiate with the other party within one hundred twenty (120) and sixty (60) days prior to the expiration of the agreement. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiation session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives. Either party may bring up to two (2) additional representatives to a particular session with the agreement of the other party.

### E. Scope of Bargaining

Both parties agree to bargain with respect to wages, fringe benefits, and other conditions of employment.

F. Dispute Settlement Procedure

If, after forty-five (45) days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. This is the final step in the negotiations procedure and is intended to supersede the statutory dispute resolution procedure set forth in O.R.C. 4117 et seq.

G. Agreement

When final agreement is reached through negotiation, the outcome shall be reduced to writing and submitted to the Association for ratification. Following the ratification by the Association, the Agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.

## **ARTICLE II – ASSOCIATION RIGHTS**

A. Use of Buildings

The Association shall have the right to use school facilities for membership meetings, and such use shall be in accordance with the general Board policy regarding use of buildings by any private organization.

B. Use of Equipment

With permission of the Superintendent, the Association shall have the right to use school equipment for the purpose of publishing monthly Association meeting agendas. Other uses may be approved by the Superintendent with Board approval. In all cases, costs for use of such equipment by the Association shall be paid for by the Association.

C. Use of Telephone

Officers and building representatives of the Association may use designated telephones in each building to carry out Association business provided such use does not interfere with the school use of such telephone. Any fees or toll call charges shall be reimbursed to the Board by the Association.

D. Bulletin Boards

The Board shall provide adequate bulletin board space in each building for Association purpose. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin board space.

E. Mail System

The Association may use the internal mail system of the school and place Association communications in the mail boxes provided each teacher in the system.

F. Association Announcements

An Association representative shall be provided time during all building meetings of the teaching staff to make routine Association announcements.

G. Transaction of Association Business

Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt the assigned duties of the teachers. Any representative of the Association who is not an employee of the Board shall upon entering the building first report to the building principal. If such representative requests to meet with a teacher, such a meeting shall be held only before school, after school, or during the teacher's duty free lunch period or unassigned periods, unless otherwise waived by that building principal.

### **ARTICLE III – GRIEVANCE PROCEDURE**

- A. A "grievance" is a claim by a member or the bargaining unit or the Association based upon an alleged violation, misapplication, or misinterpretation of this Agreement.

A "grievant" is an individual(s) or entity that filed the grievance.

- B. A "grievance procedure" is a method by which an individual or group of employees can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher level.
- C. Nothing contained herein shall be construed as limiting the individual rights of a member of the bargaining unit to discuss the grievance informally with members of the administration through normal channels of communication, without the intervention and/or consultation of the Association provided that the grievant agrees with the terms of the adjustment.
- D. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

- E. Both parties agree that grievance proceedings should be handled in a confidential manner.
- F. A grievant shall initiate action within fifteen (15) days of becoming aware of an event or condition upon which the grievance is based. If the initiation of such action is longer than fifteen (15) days, the right to use the procedure described can be considered waived.
- G. A "day" is defined as a working day. When school is not in session for the summer break, a day shall be defined as weekday.

H. Procedure

1. Time Limits

Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the grievant can result in the declaration that resolution has been obtained by the last level of hearings. Lack of adherence to the time limitations by the Board results in the grievance progressing to the next step of the grievance procedure. Time limits may be extended only by mutual agreement of all parties concerned.

2. Level One – Informal

Within fifteen (15) days from the time the grievant knew or should have known of an event or condition that the grievant considers a grievance, he/she shall discuss the problem with his/her immediate supervisor. He/she may do this alone or with his/her Association representative.

3. Level Two – Formal

- a. In the event the grievant is not satisfied with the disposition at the informal meeting he/she may initiate the formal procedure by filing a written grievance with his/her immediate supervisor within fifteen (15) days of the informal meeting.
- b. In all levels of the formal procedure, official Grievance Report Forms shall be prepared in triplicate; one (1) for the grievant; one (1) for the administrator, one (1) for the Association.
- c. Within ten (10) days of the filing of the written grievance the immediate supervisor will issue a written response to the grievance.

4. Level Three

- a. If the grievant is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent and/or his/her designated representative by completing step two (2) of the Grievance Report Form in triplicate and submitting it to the Superintendent within ten (10) days of receipt of the Level Two answer. Within the next ten (10) days a hearing shall be arranged between the grievant, up to two (2) representatives of the Association if requested by the grievant, the Superintendent or his/her designee and/or a representative of the Board if requested by the Superintendent or his/her designee.
- b. The written disposition of the Superintendent or his/her designee shall be made to the grievant and to the Association President within ten (10) days.

#### 5. Level Four

- a. If with the written approval of the Association, the grievant is not satisfied with the disposition in Level Three, he/she may request that the issue be submitted to arbitration within ten (10) days after the disposition in level three.
- b. The arbitrator shall be selected from a list of Arbitrators provided by the American Arbitration Association using the alternate strike method. Either party has the right to request a second list of arbitrators. If either party elects to request a second list, such election shall be made prior to striking the first list.
- c. The arbitrator will have only the authority to determine whether there was a violation, misinterpretation, or misapplication of the Master Contract.
- d. The arbitrator shall make his/her report and recommendations in triplicate to the grievant, the Superintendent, and the President of the Association. His/her decision shall be adhered to by all parties previously mentioned. The report shall be issued within thirty (30) days of the arbitration hearing.
- e. The cost of the arbitrator shall be shared equally by the parties. Each party shall be responsible for compensating his/her own representative(s).

#### I. General Provisions

The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement during the life of this Agreement and any extensions thereof.

## ARTICLE IV – LEAVE OF ABSENCE

### A. Sick Leave

1. Each teacher shall accumulate sick leave at the rate of one and one-half (1½) days per month. Accumulation of unused sick leave days shall be unlimited.
2. Each beginning teacher shall be granted a minimum of five (5) days sick leave upon employment by the Board.
3. Sick leave days may be used to cover absences for personal illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy disability, and for illness or death in the immediate family.
4. Any teacher having a sick leave granted for a particular day on which school is canceled shall not be charged for the use of that sick leave.
5. Immediate family is interpreted as meaning grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, father-in-law, father, mother-in-law, mother, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent.
6. Teachers, upon approval of the responsible administrative office of the school district, may also use sick leave for pregnancy in an amount up to six (6) consecutive weeks from the birth of the child, unless certified by the teacher's treating physician that additional sick leave days in excess of six (6) consecutive weeks is medically necessary. In that event, the treating physician shall certify the additional sick leave days that are medically necessary beyond the six (6) consecutive-week period.
7. Usage of sick leave can be in increments of ¼ day, ½ day, and one whole day.
8. Sick Leave Pool
  - a. Each certificated staff member may contribute one (1) day of their accumulated sick leave to the sick leave pool. Only contributors can draw from the pool.
  - b. Committee Composition

Two HLEA members, one of whom shall co-chair  
The Superintendent, who shall be co-chair  
One building level administrator  
The Treasurer

c. Operation of the Pool

(1) Establishment

- i. Each certificated staff member may contribute one (1) day of his/her accumulated sick leave to the sick leave pool during the enrollment period. The enrollment period will be from August 20 through September 14. New teachers hired after the school year has commenced will have two weeks to enroll. The donate day is not returnable.
- ii. The contributed days will be placed in the sick leave pool as a dollar value as of the date of contribution based upon the contributor's per diem salary. (For the purposes of this section, the contributor's per diem salary is determined by dividing the teacher's annual salary by 184 days.)
- iii. If thirty (30) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account. The pool will not be established.

(2) Operational Procedures

- i. Loans from the sick leave pool will be limited to those individuals who have contributed to the pool. The loan applicant must have contributed in the school year in which the loan is requested or the previous year if the loan is needed in the first semester of the given school year.
- ii. A loan will be limited for the use of days for personal illness. A doctor's statement is required with the application in order to be considered for a loan.
- iii. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days under this agreement Article IV, Section (A)(1) and (2).
- iv. The loan to the pool participant shall be in the dollar equivalent of the amount of sick leave received based upon the borrower's per diem salary. The amount of the loan shall be deducted from the sick leave pool balance. Sick leave borrowed shall be in whole days and not fractional parts. (For the purposes of this

section, the borrower's per diem salary is determined by dividing the teacher's annual salary by 184 days.)

- v. The committee shall review and approve or deny all applications to the Sick Leave Pool. Decisions of the committee are final.

(3) Loan and Payback Procedures

- i. The maximum number of days that a person may borrow is 10% of the total sick leave value in the pool at the end of the enrollment period.
  - ii. The member who borrows from the pool will pay back the value borrowed at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total value borrowed has been restored to the pool.
  - iii. In the event a member terminates employment with the district and an outstanding balance of sick leave pool usage exists, the member will be required to repay the district the value of the balance of the sick leave pool usage, computed by using the member's daily rate at time of the initial sick leave pool loan.
  - iv. Any member who currently has an unpaid balance of sick leave pool usage will not be eligible to borrow from the sick leave pool until the balance is repaid, but an ongoing loan may be extended for the same illness according to the sick leave bank in this contract.
- d. The committee shall review the operation of the Sick Leave Pool annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the ASSOCIATION and the BOARD.

B. Association Leave

1. The Board and the Association agree that the Association shall be granted up to eight (8) days per school year to perform professional association duties that cannot be performed at times other than normal school days. Not more than three (3) representatives can be out on any given day.
2. Such leave will be granted upon written notice from the Association President, at least two (2) days in advance, to the office of the Superintendent.

3. Such written notice shall include the name of the Association representative(s), date(s) leave is requested, and place and function for which leave shall be used
4. In addition to the number of days mentioned herein, it is agreed that teachers who are members of the teacher negotiations team may, upon the approval of the Superintendent, be permitted additional leave in connection with meetings called in accordance with the dispute resolution procedure of the Agreement.

C. Personal Leave

1. Each teacher shall be entitled to not more than three (3) days of absence with pay, each school year due to emergency personal reasons, which days shall not be deducted from sick leave. If possible, a teacher will give his/her principal seventy-two (72) hours advance notice of his/her intention to take such leave. When a staff member is absent for personal reasons, a report of such absence, signed by the teacher and his/her principal shall be filed with the Treasurer within ten (10) days following the last day of absence.
2. The use of a personal leave shall be unrestricted except that it shall not be used for gainful employment purposes. Personal leave days may not be used, except in emergencies, during the last ten (10) days of the school year.
3. Any teacher having personal leave granted for a particular day on which school is canceled shall not be charged for the use of the personal leave. Personal leave may not be used to extend a holiday or vacation. No more than ten percent (10%) of the staff of each building may be on personal leave at the same time.
4. The form which appears in Appendix A of this Agreement shall be used in connection with the personal leave policy.
5. Usage of personal leave can be in increments of  $\frac{1}{4}$  day,  $\frac{1}{2}$  day, and one whole day.
6. In an attempt to assure a high level of classroom instruction and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who achieve at least a ninety-six percent (96%) attendance level based on the number of teachers work days in each grading period as set in the school calendar.

1st Grading Period – One Hundred Dollars (\$100.00)  
2nd Grading Period – One Hundred Dollars (\$100.00)  
3rd Grading Period – One Hundred Dollars (\$100.00)  
4th Grading Period – Two Hundred Dollars (\$200.00)

7. In addition to the above, each bargaining unit member (except those who are on leaves of absence for more than forty-five (45) days during a school year) shall be entitled to One Hundred Fifty Dollars (\$150.00) if the building target of ninety-six percent (96%) is reached for the school year.
8. Payments shall be made in February and in June.
9. Bargaining unit members shall have the following option concerning unused personal leave:
  - a. rolling over any unused personal leave days or any portion thereof into sick leave days

D. Maternity Leave

1. The Board and the Association agree maternity leave up to one (1) year shall be granted upon written request to any member of the bargaining unit. Such leave shall include adoptions. A teacher returning from such leave shall be granted the same or similar position as held when such leave commenced.
2. Maternity leave shall be unpaid leave, however, insurance benefits shall be provided to a teacher on said leave.
3. The teacher shall be required to submit notice, with the initial request for such leave, of the date on which the teacher expects to return. If the teacher wishes to return earlier than the initial return date, and the Superintendent approves such early return, the teacher may do so. If the leave is requested to be extended and the Superintendent approves such early return, the teacher may do so. If the leave is requested to be extended and the Superintendent approves same, the teacher may do so.
4. A teacher may take up to twelve (12) weeks paid maternity leave providing the teacher has accumulated at least twelve (12) weeks of sick leave.

E. Leave of Absence, Unpaid

1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) school years, for educational, professional, or other purposes. Other purposes for use of unpaid leave shall be determined at the discretion of the Superintendent who shall base his/her decision on educational and professional benefits to the school district and to the employee requesting such leave. The beginning and termination of such leave shall be scheduled at either the beginning or end of a school year, or at the beginning or end of a semester. Such leave may be renewed upon written request of the teacher.

- 2 The Board shall grant unpaid leave to any teacher whose illness or other disability is reason for such request.
3. Upon return from leave, a member of the instructional staff shall be given an assignment consistent with his/her area of licensure.

F. Professional Leave

The Board and the Association agree that a teacher may be granted leave with pay for attendance at meetings or conferences of an instructional nature or visitation. This leave may be granted at the sole discretion of the Superintendent.

G. Assault Leave

Any member of the bargaining unit employed by the Huntington Local Board of Education assaulted while in the course of such teacher's employment, and such teacher is temporarily disabled by an injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. To be eligible for assault leave, the certificated employee shall apply for and be granted workman's compensation. If workman's compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from workman's compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time workers' compensation benefits are terminated, whichever comes first.

H. Jury Duty and/or Required Court Appearance

A teacher shall notify the building principal as soon as possible of the fact that he/she has been summoned to court for jury duty, or by subpoena, and the date of dates such duty may include. The employee shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose. However, leave for court appearance shall not be granted in a civil action arising out of Board employment if the teacher requesting the leave is an adverse party to, or witness against, the Board of Education or any administrator in the district.

It is recognized that participation in a court hearing may be necessary in employment related child welfare situations.

I. Family and Medical Leave Act of 1993

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

## ARTICLE V – EMPLOYMENT CONDITIONS

### A. Reduction in Force

If the Board determines it is necessary to reduce the number of bargaining unit positions under O.R.C. §3319.17 or for decrease in funds, the following procedures shall apply.

1. Reductions shall be made by the suspending of contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
  - a. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
  - b. Seniority will be defined as the length of continuous service as a certified employee under regular contract in this district.
    - (1) Board approved leaves of absence will not interrupt seniority but time spent on such leave shall not count toward seniority.
    - (2) If two or more teachers have the same length of continuous service, seniority will be determined by:
      - a) The date of the board meeting at which the teacher was hired, and then by;
      - b) The date the teacher signed his/her initial employment contract in the district, and then by;
      - c) Any remaining ties will be broken by lot.
  - c. Recommended reductions in a teaching field will be made by selecting the person lowest on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided he/she is certificated in that second area.

2. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for eighteen (18) months from the date of the reduction. Teachers on the recall list will have the following rights:
  - a. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
  - b. If a vacancy occurs, the Board will send certified announcements to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
  - c. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
3. The parties agree that these procedures apply only to the suspension of contracts under O.R.C. 3319.17 or for decrease of funds. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

**B. School Calendar and Contract Year**

1. Martin Luther King Jr. Day shall be designed in the teachers' schedules as a non-work, non-assigned day for the members of the bargaining unit.
2. The number of days in a teacher's regular contract year shall be one hundred eighty-four (184) days.

**C. Individual Regular Contract**

1. The Board and the Association agree that all teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
  - a. Name of teacher.
  - b. Name of the school district and the board of education employing said teacher.

- c. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.
- d. Tentative assignment of subject(s) and/or grade(s) to be taught.
- e. Annual compensation to be paid for the first year of the contract.
- f. Basis of determining compensation (i.e., classroom teacher B.A. Degree – five (5) years experience).
- g. Number of pay days.
- h. The school calendar in days and inclusive dates.
- i. Teacher agreement that he/she shall abide by the Board adopted policies at time of employment.
- j. Provision that rules and regulations of the Board governing professional staff shall upon request be made available for the teachers' review.
- k. Provision for signature and date of signature of the teacher being contracted.

D. Individual Supplemental Contract

1. The Board and Association agree that all teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with Ohio Revised Code. Such supplemental contract shall include the following information:
  - a. Name of said teacher
  - b. Name of the school district and the board of education for which responsibilities shall be performed
  - c. Number of years contract is to be in force
  - d. Statement of additional responsibility and compensation to be provided
  - e. Dates within which compensation is being provided for said responsibility
  - f. Provision for signature and date of signing by the teacher

2. The Board and the Association agree that on each supplemental contract for which most duties are performed during a specific period of time less than the school year, the following shall be added:

"It is understood that the teacher signing this contract shall perform such duties as outlined in this contract during the effective dates of this contract and that such duties cannot be entirely limited to specific beginning and ending dates during the school year. Both parties agree that duties related to the major responsibilities as outlined in this contract shall be performed by the individual signing this contract throughout the life of this contract."

3. Salaries to be paid for supplemental duties shall be paid in one (1) of two (2) methods at the option of the teacher:
  - a. Pay shall be divided into equal payments, the first of which shall be paid on a date half way between the beginning and end of such duties and the second shall be paid on the pay period following completion of the duties;  
or
  - b. Pay shall be divided in each pay period and added to the regular salary.
4. Employees must notify the Treasurer within thirty (30) days of the signing of the supplemental contract of the payment option they desire. Failure to timely notify the Treasurer will automatically result in the implementation of payment option "a" for that employee.
5. Should the Board wish to add a supplemental position to those listed in Appendix F, it shall notify the HLEA, and bargain the pay for such position. Bargaining shall take place in accordance with O.R.C. §4117.
6. Supplemental contracts are from one (1) to three (3) years, and expire at the end of the contract, and are not subject to the nonrenewal provision in Section V (1) below of this negotiated agreement.
7. Non-certified individuals and certified individuals who are not bargaining unit members will have the supplemental contracts they hold expire every year.

E. Employment of Retired Certified Personnel

1. For purposes of salary schedule placement, a previously retired teacher ("PRT") will be re-employed at zero (0) experience on the B.S. degree level. A PRT may not advance beyond the zero (0) experience level on the certificated/licensed salary schedule.

2. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
3. PRTs may be re-employed from year to year under limitations as described in paragraph 2, above, with Board approval, but shall not be eligible for continuing contract status.
4. PRTs will not accrue seniority.
5. PRTs shall not be eligible to participate in contractual retirement incentive program, if any, or for severance pay upon separation from employment.
6. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
7. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

F. Interactive Distance Learning (IDL)

1. Videotapes
  - a. Videotapes of IDL classes may be used for makeup for all students enrolled in those IDL classes.
  - b. Videotapes of IDL classes are the property of the Board of Education of the host school.
  - c. Videotapes shall not be shown without the express written permissions of the IDL teacher, and the Board of Education or designee, except as stated in A. I.
  - d. The viewing or use of video tapes cannot be part of the evaluation process.
2. IDL Teacher
  - a. Each bargaining unit member may notify in writing, his/her administrator of interest in teaching an IDL course. Selection must come from that list.
  - b. Maintenance of IDL room equipment shall not be the duty of the IDL teacher.

- c. Assignments to an IDL course shall be made on a yearly or semester basis and will be by mutual agreement of the teacher and the building principal.
3. Participation in the IDL course project shall not cause a reduction in the total number of the BUMS employed or the hours worked as a result of the implementation and use of the telecommunications via IDL.
4. Bargaining Unit Members will be paid \$500.00 per class per semester.

G. Report Card Incentive

1. If in any year for each indicator increase in the annual published Ohio Department of Education report card, each teacher shall receive \$100.00 not later than the 2nd pay after the Ohio Department of Education published the report.
2. In the event the report card goes down, no remuneration will be given to bring the report card back up to the current designated indicators.

H. Vacancies

1. The Board and the Association agree that the Superintendent shall post on all faculty bulletin boards, when they occur, a notice of permanent vacancies in the Huntington Local School District during the school year. Teachers may seek transfers and will then be given consideration as vacancies occur. Notices of permanent vacancies that occur during the summer will be enclosed with summer paychecks. Teachers wishing to be notified as soon as a vacancy is posted during the summer recess must leave a self-addressed, stamped envelope on file with the Superintendent for that purpose.
2. Vacancies will not be filled until they have been posted for at least ten (10) working days, or (10) weekdays during summer recess.
3. Vacancies occurring within ten (10) working days prior to the beginning of the school year are not subject to the requirements of Section 2 above.
4. The President of the HLEA shall be notified of all vacancies as they occur either by regular mail or a phone call.

I. Teacher-Student Responsibility

Each teacher is to be accountable and directly responsible for each child under his/her supervision. All students should be supervised at all times. If any question arises between the teacher and the student or parent, the teacher is to explain the situation thoroughly to the person involved with the aid of the principal.

J. Curriculum

The Board and the Association agree that recommendations regarding curriculum studies, changes, or new programs will be made by a committee comprised of teachers and administrators, to be considered for adoption by the Board.

K. Teachers Hours

The Board and the Association agree that teachers are to be in their classrooms or work stations as follows: High School and Middle School – 7:45 to 2:45; Elementary and Kindergarten – 8:30 until after elementary buses leave.

L. Non-renewal Procedures

1. a. The principal of each school is responsible for submitting to the Superintendent of Schools, not later than the second week of December, a written report concerning any teachers who are experiencing negative teaching performance. Nonrenewal of a teacher's regular limited contract shall be due to a teacher's failure to instruct, supervise, and provide a safe environment for his or her students, as determined from the formal evaluation procedure. The report shall include a statement of what has been done to help the teacher, and copies of all evaluations performed pursuant to the Evaluation Procedure. A copy of the report shall be given to the teacher.
  - b. Not later than March 15, the principal shall:
    - (1) Make a second written report to include a statement of any further efforts to help the teacher.
    - (2) If the principal becomes convinced that the teacher should be non-renewed, he must submit the report and recommendations for non renewal to the Superintendent, with a copy being given to the teacher.
  - c. If the Superintendent is considering a recommendation for nonrenewal, he/she shall notify the teacher in writing, stating reasons for nonrenewal by no later than fifteen (15) calendar days prior to any contract decision by the Board.
2. Prior to any Board action of nonrenewal of a teacher's contract the Board shall:
    - a. Notify the teacher in writing that his/her contract is to be discussed. Such notification shall take place at least five (5) school days prior to any contract decision by the Board.
    - b. The teacher will, upon request, be granted a meeting with the Board. At this meeting the Board will give the teacher oral reasons for nonrenewal of his/her contract. The teacher will then be given an opportunity to show cause why such teacher's contract should be renewed. At this meeting the exchanges between the parties shall be held in executive session

except as otherwise provided by law. The teacher or Board may be represented at all such meetings by representatives of their choice.

M. Community Complaint Procedure

1. Action concerning a complaint by a member of the community other than a student shall be initiated by the following procedures:
  - a. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant shall be arranged at a mutually convenient time to discuss the complaint.
  - b. If the complaint is unresolved, it may be submitted to the Superintendent.
  - c. If such conferences do not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against a teacher. The Superintendent shall give a copy to the teacher.
2. In each of the steps above, a teacher shall have the right to be involved in all conferences held, pursuant to this section, and may be represented by a representative of his/her choosing. Conferences regarding such complaints shall be private.

N. Contract Status

1. No teacher shall be placed in a teaching position unless he/she is certificated in the specific area.
2. It is the responsibility of the teacher to provide a copy of his/her teaching certificate to be kept on file in the Superintendent's office by September 1 unless extended by the Superintendent. The teacher is responsible for securing a renewal of his/her teaching certificate prior to the school year in which the certificate will expire.
3. No teacher shall be required to accept a supplemental assignment without a contract.
4. The Board of Education shall enter into contracts for the employment of all teachers. The Board fixes their salaries, which may be increased but not decreased during the term for which the contract is made unless it is made as follows: If there is a reduction in salary, below that paid during the preceding school year, it must be a part of a uniform plan affecting the entire district.
5. Contracts for the employment of teachers shall be of two (2) types: limited contracts and continuing contracts. A limited contract is a contract for a term

not to exceed five (5) years. A continuing contract is a contract which shall remain in effect until the teacher is terminated, resigns, elects to retire or is retired according to law. A continuing contract may be granted only to teachers holding professional, permanent or life certificates.

6. Limited contracts shall be offered in the following manner:
  - a. Upon initial employment, no less than a one-(1) year contract shall be issued by the Board.
  - b. The second (2nd) and third (3rd) contracts issued by the Board shall be for no less than one (1) each year.
  - c. The fourth contract issued by the Board and thereafter shall be no less than two (2) or more than five (5) years in length.
  - d. If the Superintendent intends to recommend a limited contract of a duration that is fewer years than the one the teacher has which is expiring, the Superintendent shall furnish to the teacher reasons for the issuance of the lesser contract duration, and the teacher shall be given those written reasons no later than ten (10) calendar days prior to any Board action.
7.
  - a. When a teacher becomes eligible, during the life of a limited contract, for a continuing contract, he/she may notify the Superintendent in writing. Upon receipt of such written notification, the Superintendent shall meet with the teacher to check the records to determine the teacher's eligibility for a continuing contract. If eligible, and if the teacher has had a current, better than satisfactory evaluation, the Superintendent shall recommend and the Board shall enter into a continuing contract with the teacher for the next school year regardless of the teacher's current limited contract status. If the evaluations are not successful to the degree that a continuing contract is merited, the teacher shall retain his/her limited contract pursuant to Section b. below.
  - b. A teacher who has received a professional certificate/license and who is teaching under an expiring limited contract shall be eligible for a continuing contract as provided under Ohio law. For teachers eligible for continuing contract status as provided for in Section 7-a. herein, the Board reserves its legal prerogative to grant one additional limited contract.

8. Release from Contract

Teachers are sometimes offered positions in other school systems which may provide professional advancement and may cause a teacher to ask to be

released from a contract in the local schools. The Board's first obligation is to the children in the school. The Board may release a teacher after July 10th if a suitable replacement can be found and it is felt that the educational program of the school will not be impaired.

O. In-Service Training

The Huntington Local Board of Education shall be responsible for providing an in-service program. There shall be no more than three (3) in-service training meetings per year. The dates and programs for these meetings shall be jointly agreed upon by the Superintendent and a committee of two (2) appointed by the Association. Except in unusual circumstances, the joint committee shall report to the Board the context of the programs before they take place. The Board shall annually appropriate Three Hundred Dollars (\$300.00) to meet the expenses of these meetings. Any additional funds over this amount must be approved by the Board. (Attendance at these three meetings is required.)

P. Phones for Use

There shall be one phone placed in a designated area in the high school, and one phone placed in a designated area in the elementary. During school hours teachers shall have access to these designated areas.

Q. Air Quality

1. Air filters in every classroom shall be cleaned and disinfected and/or replaced as necessary at least once every six (6) weeks from September through May.
2. There shall be no smoking within any building in the district.

R. Committees

The superintendent shall seek the advice and input of the HLEA President when district level committees involving bargaining unit members are formed. Principals and any other administrators shall seek the advice of the HLEA President when building level or any other committees are formed by those principals or administrators involving bargaining unit members.

## ARTICLE VI – EVALUATION PROCEDURE

A. Purpose

The purpose of this evaluation procedure is to improve the educational program.

B. Procedure

1. The certified staff shall be informed of the evaluation procedure.
2. At least one (1) formal administrative observation and summative evaluation during each teacher's contract period shall be performed.
3. Continuing contract teachers will have a formal administrative observation and summative evaluation at least once every two (2) years.
4. All classroom observations shall be at least thirty (30) minutes in duration in the same class period. The observer shall complete the Teacher Classroom Observation Form (see Appendix B). The observation will be discussed at the post-observation conference. The post-observation conference will be conducted within a reasonable time after the observation not to exceed a week except under unusual circumstances.
5. Should an employee disagree with an observation or an evaluation, the employee may file a written response which shall be attached to the appropriate form.
6. Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the employee. The original of all evaluation forms shall be included in the employee's personnel file.
7. Time limits may be extended by mutual agreement.
8. When the overall performance of an employee is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (see Appendix C). The teacher shall have a conference with his/her evaluator following receipt of the summative evaluation form, usually within a week.
9. When the overall performance of an employee is less than satisfactory, the evaluator shall include on this written evaluation report(s) suggestions for improvements in the less than satisfactory areas.

C. Conflict with Statute

The evaluation and observation procedures contained in this Article are exclusive and supersede any and all observation and evaluation procedures contained in the Ohio Revised Code Section 3319.111.

D. Definitions for Employee Observation and Summative Evaluation Forms

1. Ratings: VE= Very Effective  
E = Effective  
S = Satisfactory (sufficient to meet the requirement)  
NI = Needs Improvement  
U = Unsatisfactory  
NO = Not Observed

(Any deficiencies (NI or U) should be addressed by written plans jointly developed by the administrator and teacher.)

2. Definition of Evaluation Terms

- a. Instructional Procedures

- (1) Evidence of planning

- (a) Use of time space within a period

- (b) Lesson plans

- (c) Materials on hand for the day's lesson as indicated within plan

- (d) Lesson meets curricular objectives

- (2) Organization of instruction procedures

- (a) Smooth transition of events in the classroom

- (b) Sequence; beginning-middle-end to period and to lesson; evidence of continuity

- (c) Efficient use of time

- (d) Flexibility when appropriate

- (3) Provides for differences in capacities of pupils

- (a) Evidence of individualization techniques, when appropriate

- (b) Evidence of planning to meet more than one (1) level of ability (small/large group techniques), when appropriate

- (4) Use of resourceful techniques
  - (a) Creativity
  - (b) Variety
  - (c) Appropriate use of available materials and personnel
- (5) Use of appropriate procedures to evaluate student learning
  - (a) Use of pre-and post-tests, when appropriate
  - (b) Variety of evaluative techniques
  - (c) Student awareness of
    - i. Teacher expectations
    - ii. Evaluation instruments to be used
    - iii. Progress during unit and/or grading period
  - (d) Fairness and consistency: student attitude should not affect ability grade
  - (e) Sufficient and appropriate documentation of grades
- (6) Skill in presentation
  - (a) Motivation
  - (b) Clarity of concepts
  - (c) Occurrence of communication: two-way, positive
  - (d) Poise/composure
  - (e) Use of proper English
  - (f) Voice: audible, variable, proper enunciation
- (7) Student participation
  - (a) Evidence of student attentiveness
  - (b) Evidence of attempts to motivate apathetic students

- (c) Involvement in class
- (8) Knowledge of subject matter
  - (a) Background/experiences on which to draw
  - (b) Abreast of current developments
  - (c) Proper vocabulary and correct terminology
  - (d) Ability to field questions/appropriate responses
- (9) Application of technology to the learning environment
  - (a) Knowledge of computers or other technology
  - (b) Use of technology in the classroom
  - (c) Provide students time for using technology

In regard to Section 2, (a), (9), herein, such provision:

- i. Shall be with the understanding that proficiencies of "application of technology to the learning environment" and "reasonable efforts to enhance knowledge and application of technology", which this section refers to, apply to the proficiencies of teachers while under evaluation in the fields in which they are currently teaching.
  - ii. Shall be applied with the understanding that training in use and application of technology will take place.
- b. Management Skills
- (1) Organization of materials and supplies, materials orderly and available
  - (2) Renders prompt and accurate reports
  - (3) Follows reasonable building and Board and Administrative policies, procedures and regulations
  - (4) Maintains student discipline
  - (5) Organization of classroom

- (a) Physical concerns met (if possible); e.g., heat, light, ventilation, cleanliness (noncustodial), including safety problems reported
  - (b) Evidence in room of subject(s) being taught; i.e., appropriate bulletin boards, student work, etc.
  - (c) Room arrangements(s) appropriate for student learning activities
- c. Pupil-Teacher Relationships
- (1) Helps child to develop and maintain good self-concept
    - (a) Positive response to students' questions and answers
    - (b) Encouragement of students within class
    - (c) Avoidance of embarrassment of students
    - (d) Evidence of mutual respect
  - (2) Establishes good rapport
- d. Parent-Teacher Relationships
- (1) Encourages conferences with parents when appropriate
  - (2) Conducts conferences in a professional manner
  - (3) Written communications are professional in appearance and content
- e. Staff-Teacher Relationships (to be rated to the extent that it affects the education program)
- (1) Works in a positive manner with school personnel
    - (a) Positive attitude
    - (b) Can give and take constructive criticism
    - (c) Willingness to compromise
    - (d) Cooperation
    - (e) Renders support to colleagues

- (2) Maintains communication
  - (a) Willingness to deal with proper channels of communication
  - (b) Evidence give and take on a professional level
- f. Personal Characteristics
  - (1) Reliable
  - (2) Adaptable
  - (3) Professional Attire (style of dress shall not interfere with the job).
- g. Professional Development
  - (1) Makes a reasonable effort to improve professional performance.
  - (2) Makes a reasonable effort to enhance knowledge and application of technology.

In regard to Section 2, (g), (2), herein, such provision:

  - i. Shall be with the understanding that proficiencies of "application of technology to the learning environment" and "reasonable efforts to enhance knowledge and application of technology", which this section refers to, apply to the proficiencies of teachers while under evaluation in the fields in which they are currently teaching.
  - ii. Shall be applied with the understanding that training in use and application of technology will take place.

**ARTICLE VII – PAYROLL PROVISIONS**

**A. Payroll Deductions**

- 1. The Board and the Association agree that members of the Instructional Staff shall be granted payroll deductions for their monthly payment for professional dues, Educators Political Action Committee, and the Universal One Credit Union. Such deductions shall be an equal amount and be deducted from the teacher's payroll each pay period. All teachers who are employed at the beginning of the year must submit requests by the September payroll cutoff.

2. Payroll deductions shall continue from pay period to pay period until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments to be discontinued. Such deductions along with a list of teachers for whom dues were withheld and the amount withheld shall be forwarded each pay period to the Treasurer of the HLEA.

3. Fair Share Fee

All employees of record shall have the option of joining the HLEA. Any employee, who has previously indicated by signature his/her intent to join the HLEA, shall have the option to rescind the signature form.

Any employee, who chooses not to join the HLEA, shall be subject to the Fair Share Fee provisions beginning January 15 of every school year.

Any employee who has joined HLEA will from that point on be subject to Fair Share.

a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the HLEA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

c. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: sixty days employment in a bargaining unit position; or January 15.

d. Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

e. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

f. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedures and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

g. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

h. Indemnification of Board

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurers, and employees in the Treasurer's office, for any cost or liability incurred as the result of the implementation and execution of the terms and conditions of this provision provided that:

- (1) The Board shall give a twenty-one (21) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
- (2) The Association shall reserve the right to designate counsel to represent and defend the Board.

- (3) The Board agrees to (a) to give full and complete cooperation and assistance to the Association and its counsel in all levels of the proceeding, (b) to permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not to oppose the Association or its affiliates' application to file and amicus curiae brief in the action.

B. Methods of Salary Payment

1. There shall be twenty-six (26) paydays each year. The dates for payment shall be every other Friday. Every seventh year, there shall be a three (3) week pay period to adjust and maintain the twenty-six (26) pay schedule. All members will have their pay direct deposited.
2. Notwithstanding paragraph 1. above, any teacher retiring or leaving the school system may elect to receive his/her escrowed summer pay in one lump sum no later than the June pay period of any school year. Any teacher electing such method of payment shall be required to send written notification to the Treasurer of the District no later than January 30 of any school year. If this option is selected, the teacher's insurance benefits end as of midnight of June 30.
3. If a teacher earned additional credit hours during the school year which qualify him/her for a higher place on the salary schedule, that teacher shall be placed on the appropriate level of the salary schedule for the first pay period after the teacher has notified the Superintendent of the additional credit hours earned. Notification shall consist of submitting to the Superintendent, a copy of the transcript which shows additional credit hours earned.
4. The salary schedule shall be based upon the training and experience of the teacher. Full experience credit shall be given for teaching experience in accordance with the teacher salary schedule, only if the experience is in state supported public school systems or private and church supported schools that are certified by the State of Ohio Department of Education. Credit shall be granted for other teaching experience, if the employee can show written evidence that such experience is equivalent to teaching experience for which credit is given in accordance with this section.

**ARTICLE VIII – SALARY AND INDEX**

A. Regular Salary

1. The BA-0 base salary shall be Thirty-Four Thousand Four Hundred Fifty-Nine Dollars (\$34,459) for the 2010-2011 school year. For the 2011-2012 school year, the BA-0 base salary shall be Thirty-Five Thousand Two Hundred Thirty-

Four Dollars (\$35,234). For the 2012-2013 school year, the BA-0 base salary shall be Thirty-Six Thousand Twenty-Seven Dollars (\$36,027).

B. Supplemental Salaries

The supplemental salaries shall be in accordance with the schedule appearing in Appendix E of this Agreement. Satellite teachers will receive supplemental contracts after bargaining unit members under this negotiated agreement.

C. STRS Salary Reduction Pick-up

1. The Treasurer of the Huntington Local Board of Education shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution otherwise payable by the employee and shall be payable subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for Federal and Ohio income tax purposes as the employee's gross income said employee's total annual salary less the amount of "pick-up". The Board shall report of municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up".
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or any other similar purpose.

6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax of the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

## **ARTICLE IX – FRINGE BENEFITS**

### **A. Insurance Carriers**

1. All insurance specifications shall be listed in the Appendices to this Agreement.
2. Changes in insurance specifications shall be by consent of both parties to the Master Agreement.
3. If provided under the terms of the group health and/or dental insurance coverage agreed to by the Board and the Association effective on August 1, 1983; any teacher on a Board approved leave of absence shall be permitted to participate in group health and/or dental insurance coverage at the employees' expense. However, when required to do so by the provisions of the Family and Medical Leave Act of 1993, the Board will maintain group health and/or dental insurance coverage for the employee at the same level and under the same circumstances as it would have been provided if the employee had not gone on leave. Any employee payments for group health and/or dental insurance coverage shall be made to the Treasurer by the first (1st) of each month that coverage is desired by the employee. The full amount shall be reimbursed to the Treasurer for family or single coverage at the option of the teacher.

### **B. Hospitalization/Major Medical Insurance**

1. a. The Board shall purchase Hospital/Surgical insurance coverage which meets or exceeds the current specifications for each member of the bargaining unit, now and hereinafter employed, and his or her eligible dependents.
- b. The Board shall deduct from the pay of each employee with insurance coverage: Fifteen percent (15%) of the monthly premium with a fifteen percent (15%) cap on any increase for the 2010-2011 school year, the 2011-2012 school year, and the 2012-2013 school year.

- c. Part time employees shall receive prorated benefits with the part time employee paying the difference in cost.
2. Actual current specifications are provided by the carrier to each employee.
3. The Board and the Association agree that double coverage shall not exist when the insurance of the spouse gives equal or superior coverage compared to the school's coverage. In any case, should the spouse's insurance be eliminated or altered below the coverage provided by the Huntington Local School District, the school's insurance would become effective immediately upon notification to the Treasurer.
4. Exception: Double coverage shall exist if the insurance carrier for the spouse's group plan is a carrier other than the current carrier.
5. The Board shall pay one hundred percent (100%) of the premium for either family or single coverage, at the option of the employee, for the agreed upon out-patient laboratory benefits program.

C. Waiver of Insurance

1. If a full-time employee elects to withdraw from the insurance program, the employee shall receive a stipend of \$4,000 for each school year in which he/she does not participate in the insurance program. Single or one spouse of a married couple who are employees will receive a stipend of \$2,000 for each school year in which he/she does not participate in the insurance program.
2. If a part-time employee elects to withdraw from the insurance program as provided above, he/she shall receive a percentage of \$4,000/\$2,000 for each school year of nonparticipation. Said percentages shall be equivalent to the percentage of time the employee works in comparison to a full-time employee.
3. In the event a change in marital status through death, divorce, marriage, or is a spouse loses his/her present insurance coverage the employee may re-enroll in the program. However, if none of the above are applicable, the employee may not re-enroll for a period of twenty-four (24) months from the withdrawal from the program.
4. It shall be the responsibility of the employee to notify the Treasurer's Office in writing during the month of June if they desire to withdraw from the insurance program for the next school year. Approval of requests to withdraw from the program that come later than June shall be at the discretion of the Superintendent.

5. Payment shall be made to the employee in October of the school year of nonparticipation, however, if employment is severed prior to the following June, or if re-enrollment occurs under Section C(4) above, the employee will refund a pro-rata amount or same will be deducted from his/her pay check, if applicable.

D. Term Life Insurance

1. The Board hereby states it shall provide for each member of the bargaining unit the following life insurance program at Board expense:
2. Twenty-Five Thousand Dollar (\$25,000.00) term life insurance with standard double indemnity coverage and conversation features.

E. Severance Pay

1. The Board and the Association agree that the Board shall grant severance pay in the amount of one-fourth (1/4th) of the accumulated sick leave for retirement, service, and/or disability, not to exceed sixty-three (63) day maximum for each year of the contract. The amount will be the number of days times the daily rate of pay at retirement to be paid in a lump sum within thirty (30) days of the final pay.
2. During the term of this agreement, all bargaining unit members with thirty (30) years of STRS retirement credit shall be eligible for a one-time \$15,000 severance bonus. Retirement under this plan must be completed no later than August 1 following the school year in which each individual bargaining unit member first becomes eligible. The Superintendent shall receive written notification from any eligible bargaining unit member wishing to participate in the plan by March 1 of that year. Failure of a bargaining unit member to retire during the first year of eligibility will result in the total forfeiture of all rights to the one-time \$15,000 severance bonus. Payment shall be made upon final certification of retirement from active service by STRS to the Board.

F. Dental Insurance

The Board shall provide through a carrier licensed in the State of Ohio, the following schedule of dental insurance benefits for each teacher and each teacher's family. The Board shall provide ninety percent (90%) of the cost of this coverage. (See Appendix G for specifications.)

G. Vision Insurance

A voluntary employee purchase plan with Vision Plus is available for members.

H. Internal Substitute Pay

1. The Board recognizes that upon occasion a certificated staff member may be required to waive his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A certificated staff member may also be required also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor.
2. Such service shall be required by the principal or his/her assistant after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotation basis throughout the staff related to availability. It is understood that any request by an administrator to a teacher to substitute for another teacher is subject to payment under the provisions herein.
3. It shall be the responsibility of the certificated staff member to report such service for payment on the proper form to the building principal, who shall submit such forms to the Board offices.
4. A regular teacher supervising a student teacher should not be consistently required to assume the duties of substitution for an absent teacher.
5. For the purpose of this item, a period equals 60 minutes. Payment will be prorated on a per minute basis at the rate of Fifteen Dollars (\$15.00) per hour.
6. Teachers on field trips do not qualify for internal substitute pay.

I. Professional Growth

1. The Huntington Local Board of Education adopts the following Professional Growth Compensation Policy for additional college credits as an addendum to the regular teachers' salary schedule. The Board will reimburse each degree teacher who satisfactorily completes a course (s) up to a maximum of fifteen (15) quarter hours with preapproval for renewal credits from LPDC for the IPDP during the contract year. The Board will appropriate Eighteen Thousand Five Hundred Dollars (\$18,500) for each year of the contract. Unused amounts will be carried over year to year.
2. The amount to be One Hundred Twenty-Five Dollars (\$125.00) per quarter hour, paid when the teacher returns for the following contract year unless the amount appropriate, plus carry over, if any, is not sufficient to cover all the hours taken by the teacher. When this occurs, the total number of quarter hours (up to fifteen) by all teachers will be divided into the appropriate amount to obtain a new rate per hour. This rate will then be multiplied by the number of hours each teacher qualified and they will be reimbursed accordingly.

3. The reimbursement will be effective for courses taken September through August with full payment paid to teachers the following September, providing prior approval of course work in the field of education was obtained from the Superintendent; the teacher remains in the employment of Huntington Schools; and a grade of B or better was received. A grade of S will satisfy if course is S/U only.
4. This will apply to both undergraduate and graduate level courses for degree teachers only.

J. Transportation Reimbursement

1. With prior administrative approval, bargaining unit members who use their own private vehicles for school business shall be reimbursed mileage expenses at the IRS rate per mile.
2. Requests for mileage reimbursement shall be submitted on Board adopted electronic mileage reimbursement forms. Reimbursement shall be paid within 30 days.

### **ARTICLE X – SOLICITATION WITHIN SCHOOLS**

The Board shall not permit the solicitation of teachers by insurance agents and/or other nonschool related salespersons during the school day.

### **ARTICLE XI – CLASS SIZE**

The Board shall attempt to keep elementary class size at a maximum level of twenty-five (25) students.

### **ARTICLE XII – NOTIFICATION OF ASSIGNMENT**

A. Notification of Assignment

All members of the bargaining unit shall be notified in writing of their tentative schedule of classes and/or teaching assignment no later than July 15. Such assignment may be changed only if an unforeseen emergency arises.

- B. In addition, the Board shall permit the option of resigning to any teacher who is notified between July 10 and July 15 of a change in assignment.

### **ARTICLE XIII – DISTRIBUTION OF CONTRACT**

- A. Each teacher shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Teachers new to the district will receive a copy upon employment. The President of the Huntington Local Education Association shall be given ten (10) copies of the contract for use of the Association. Costs of printing the contract shall be shared equally by the Board and the Association.
- B. This contract shall be printed in a size and type of print to be agreed upon by the Superintendent and the Association President.

### **ARTICLE XIV – CRIMINAL BACKGROUND CHECK**

The Board shall conduct a criminal records check of prospective new employees in the manner prescribed by law. A new employee shall be considered conditionally employed until the results of the criminal records check are received. The parties acknowledge that ORC 3319.39 requires the Board to release a conditionally hired individual from employment if, upon a criminal records check, he or she has been convicted of and/or pled guilty to offenses listed in ORC 3319.39. No conditionally hired employee shall be considered a member of the bargaining unit until such time as the provisions of ORC 3319.39 have been completed and the applicant is found eligible for employment. At the time the conditionally hired employee is found to be eligible for employment he/she shall have all rights and benefits, under the negotiated agreement, retroactive to the first day of employment.

The District Administration has acquired the necessary equipment, software, and licensing to take and process fingerprints for required BCI/FBI background checks. The actual cost of background checks and license renewal will be borne by the employee.

### **ARTICLE XV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. There shall be a local professional development committee (LPDC) established within the Huntington Local School District to oversee standards adopted by the State Board of Education for renewal of educator licenses and to oversee standards adopted by the State of Ohio Board of Education for master teacher.
- B. The committee shall be composed of five (5) members – three (3) bargaining unit members, one (1) principal, and one (1) administrator as appointed by the Superintendent.
- C. Bargaining unit members of the LPDC shall be selected by the HLEA.
- D. The LPDC shall meet on a regular basis, as needed.

- E. Bargaining unit members of each LPDC shall serve a two (2) year term, except that initial selection of bargaining unit members shall be for one (1) year term; one two (2) year term; and one three (3) year term.
- F. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.
- G. Compensation shall be Seven Hundred Dollars (\$700.00) per year for each LPDC member.

#### **ARTICLE XVI – INCLUSION**

- A. Consistent with state and federal law, the regular classroom teacher shall be invited to participate in the development and implementation of the IEP and teachers who are affected by the requirements of the IEP shall be notified of the requirements and as soon as inclusion students are scheduled into regular classrooms, the regular teachers shall be involved in the Inclusion Program.
- B. By October 31 of each school year, and thereafter as may be necessary, in-service education shall be provided for special education and regular classroom teachers who are assigned students with an active IEP.
- C. Teachers shall not be routinely required to dispense medication and/or administer medical procedures ordinarily administered by specialized professional personnel. Exceptions may apply during field trips and/or emergency situations.
- D. Special custodial care requirements and/or special related services shall be identified in the development of the IEP.
- E. Where appropriate, behavioral objectives and discipline procedures shall be identified in the development of the IEP.

#### **ARTICLE XVII – MENTORING**

The District and the HLEA will continue to work closely with the Ross-Pike County Educational Service Center concerning mentoring. Trained mentors who are selected for a specific mentor assignment for the year shall be paid \$850.00 upon completion of that year as mentor.

- \$125.00 lead mentors per set
- Cost of praxis test for year teachers except when the state pays for the test.
- If the Ross/Pike ESD no longer operates the mentor program, the Board will bargain this issue with the Association.

### **ARTICLE XVIII – STUDENT ADVISORY**

An employee shall be advised when a student assigned to the employee is known by the administration to display violent behavior and/or have a record of repeated suspensions and/or expulsions for violent behavior, or who is known by the administration to have been convicted of committing a criminal offense involving violence.

### **ARTICLE XIX – DISCIPLINE AND DISCHARGE OF PROFESSIONAL STAFF**

- A. Employees will be notified in writing of the specific allegations and of any meeting where a reprimand may be issued. The employee has the right to bring an Association representative to this meeting and to present evidence in his/her defense. The meeting will be held within five (5) school days.
- B. No employee shall be disciplined without just cause and compliance with applicable provisions of this Contract.
- C. In cases involving the discipline of an employee, the Board shall follow the principle of progressive discipline, including oral warning, written reprimand, suspension with or without pay, and termination, unless the Superintendent determines that special circumstances exist to warrant a deviation from the preceding steps.
- D. Employees will be reprimanded in private.
- E. In the event that it becomes necessary to suspend an employee, there shall be a preliminary hearing scheduled prior to the action. The employee shall have at least forty-eight (48) hours notice of such hearing, unless the parties mutually agree to modify the time of the hearing. This hearing shall involve the employee, the Association's representative(s), the immediate supervisor, and the Superintendent. The employee shall be presented the specific allegations, will be provided the evidence substantiating the Administration's investigation, and be given the opportunity to present evidence in his/her own defense. The Superintendent shall have the authority to suspend employees, with or without pay.
- F. It is recognized that an act of an unusually serious nature may prompt the Administration to bypass one or more of the steps outlined above.

- G. Reprimands shall be subject to challenge under the grievance procedure; however, the employee may attach a written rebuttal to the reprimand. In addition to having the right to attach a written rebuttal to a notice of suspension, the employee may challenge a suspension under the grievance procedure. In determining whether "just cause" exists, the arbitrator shall determine whether cause for the discipline existed and whether the amount of the discipline was proper under the circumstances.
- H. Termination of an employee shall be in accordance with O.R.C. 3319.16 and 3319.161.

#### **ARTICLE XX – DURATION AND INTENT OF AGREEMENT**

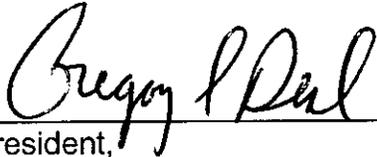
- A. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement. Neither party shall have a duty to negotiate with respect to any matter during such period, except as provided for under the parties' obligation to bargain mandatory subjects of negotiations as outlined in O.R.C. 4117.08.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate.
- C. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, shall be limited only by the specific and expressed terms of this agreement.
- D. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- E. Duration

This contract shall be in effect from August 1, 2010 through July 31, 2013.

**ARTICLE XXI – SIGNATURES**

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_ day of June, 2010, in Chillicothe, Ohio.

FOR THE BOARD:



\_\_\_\_\_  
President,  
Huntington Local School District  
Board of Education

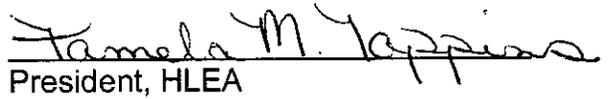


\_\_\_\_\_  
Superintendent



\_\_\_\_\_  
Treasurer

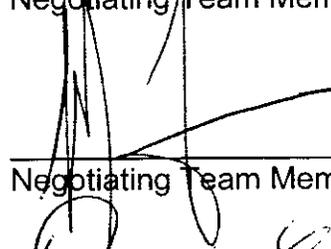
FOR THE ASSOCIATION:



\_\_\_\_\_  
President, HLEA



\_\_\_\_\_  
Negotiating Team Member



\_\_\_\_\_  
Negotiating Team Member



\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

**HUNTINGTON LOCAL SCHOOL DISTRICT  
PERSONAL LEAVE REQUEST FORM**

To be completed by the requesting teacher and submitted to the building principal at least seventy-two (72) hours before taking personal leave or in the case of an extreme emergency, to be submitted to your building principal after returning from person leave.

I am requesting personal leave on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By signing this statement, I attest that I will use/have used this personal leave for business other than gainful employment or recreational purposes. Personal leave days may not be used, except in emergencies, during the last ten (10) school days of the school year.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

1<sup>st</sup> Day \_\_\_\_ 2<sup>nd</sup> Day \_\_\_\_ 3<sup>rd</sup> Day \_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HUNTINGTON LOCAL SCHOOL DISTRICT  
TEACHER CLASSROOM OBSERVATION FORM**

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale: VE = Very Effective  
 E = Effective  
 S = Satisfactory  
 NI = Needs Improvement  
 U = Unsatisfactory  
 NO = Not Observed

(Any deficiencies (NI or U) should be addressed by written plans jointly developed by the administrator and teacher)

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

## I. INSTRUCTIONAL PROCEDURES

- \_\_\_ Evidence of planning
- \_\_\_ Organization of instructional procedures
- \_\_\_ Provides for differences in capacities of pupils
- \_\_\_ Use of resourceful techniques
- \_\_\_ Use of appropriate procedures to evaluate student learning
- \_\_\_ Skill in presentation
- \_\_\_ Student participation
- \_\_\_ Knowledge of subject matter
- \_\_\_ Application of technology to the learning environment

## II. MANAGEMENT SKILLS

- \_\_\_ Organization of materials and supplies
- \_\_\_ Renders prompt and accurate reports
- \_\_\_ Follows Board and Administration policies, procedures and regulations
- \_\_\_ Maintains student discipline
- \_\_\_ Organization of classroom

## III. PUPIL-TEACHER RELATIONSHIPS

- \_\_\_ Helps child to develop and maintain good self-concept
- \_\_\_ Establishes good rapport

Observer's Comments:

Teacher's Comments:

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

**HUNTINGTON LOCAL SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION FORM**

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Appraisal Scale:   VE = Very Effective  
                           E = Effective  
                           S = Satisfactory  
                           NI = Needs Improvement  
                           U = Unsatisfactory  
                           NO = Not Observed

**I. INSTRUCTIONAL PROCEDURES**

- \_\_\_ Evidence of planning
- \_\_\_ Organization of instructional procedures
- \_\_\_ Provides for differences in capacities of pupils
- \_\_\_ Use of resourceful techniques
- \_\_\_ Use of appropriate procedures to evaluate student learning
- \_\_\_ Skill in presentation
- \_\_\_ Student participation
- \_\_\_ Knowledge of subject matter
- \_\_\_ Application of technology to the learning environment

**II. MANAGEMENT SKILLS**

- \_\_\_ Organization of materials and supplies
- \_\_\_ Renders prompt and accurate reports
- \_\_\_ Follows Board and Administration policies, procedures and regulations
- \_\_\_ Maintains student discipline
- \_\_\_ Organization of classroom

**III. PUPIL-TEACHER RELATIONSHIPS**

- \_\_\_ Helps child to develop and maintain good self-concept
- \_\_\_ Establishes good rapport

**IV. PARENT-TEACHER RELATIONSHIPS**

- \_\_\_ Encourages conferences with parents when appropriate
- \_\_\_ Conducts conferences in a professional manner
- \_\_\_ Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- Works in a positive manner with school personnel (human relations)
- Maintains communication

VI. PERSONAL CHARACTERISTICS

- Reliability
- Adaptable
- Professional Attire (style of dress shall not interfere with the job).

VII. PROFESSIONAL IMPROVEMENT

- Makes reasonable effort to improve professional performance.
- Makes reasonable effort to enhance knowledge and application of technology.

Administrator's Comments:

Teacher's Comments:

APPENDIX C  
(continued)

This summative rating of the above-named teacher for this school year is (check one):

- Very Effective
- Effective
- Satisfactory
- Needs Improvement
- Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

## HUNTINGTON LOCAL SCHOOL DISTRICT

2010-2011 Certified Employee Salary Schedule

<b>Experience</b>	<b>Index</b>	<b>B.S. Degree</b>	<b>Index</b>	<b>B.S. + Degree</b>	<b>Index</b>	<b>Masters Degree</b>
0	1.0000	\$34,459	1.0562	\$36,396	1.1318	\$39,001
1	1.0380	\$35,768	1.0989	\$37,867	1.1791	\$40,631
2	1.0760	\$37,078	1.1415	\$39,335	1.2261	\$42,250
3	1.1140	\$38,387	1.1839	\$40,796	1.2735	\$43,884
4	1.1520	\$39,697	1.2261	\$42,250	1.3205	\$45,503
5	1.1900	\$41,006	1.2686	\$43,715	1.3679	\$47,136
6	1.2280	\$42,316	1.3112	\$45,183	1.4148	\$48,753
7	1.2660	\$43,625	1.3535	\$46,640	1.4621	\$50,383
8	1.3040	\$44,935	1.3960	\$48,105	1.5091	\$52,002
9	1.3420	\$46,244	1.4387	\$49,576	1.5567	\$53,642
10	1.3800	\$47,553	1.4809	\$51,030	1.6036	\$55,258
11	1.4180	\$48,863	1.5232	\$52,488	1.6508	\$56,885
12	1.4559	\$50,169	1.5655	\$53,946	1.6978	\$58,504
13	1.4939	\$51,478	1.6079	\$55,407	1.7449	\$60,128
14	1.5319	\$52,788	1.6506	\$56,878	1.7921	\$61,754
15	1.5699	\$54,097	1.6933	\$58,349	1.8394	\$63,384
16					1.8867	\$65,014

HUNTINGTON LOCAL SCHOOL DISTRICT  
2011-2012 Certified Employee Salary Schedule

<b>Experience</b>	<b>Index</b>	<b>B.S. Degree</b>	<b>Index</b>	<b>B.S. + Degree</b>	<b>Index</b>	<b>Masters Degree</b>
0	1.0000	\$35,234	1.0562	\$37,214	1.1318	\$39,878
1	1.0380	\$36,573	1.0989	\$38,719	1.1791	\$41,544
2	1.0760	\$37,912	1.1415	\$40,220	1.2261	\$43,200
3	1.1140	\$39,251	1.1839	\$41,714	1.2735	\$44,870
4	1.1520	\$40,590	1.2261	\$43,200	1.3205	\$46,526
5	1.1900	\$41,928	1.2686	\$44,698	1.3679	\$48,197
6	1.2280	\$43,267	1.3112	\$46,199	1.4148	\$49,849
7	1.2660	\$44,606	1.3535	\$47,689	1.4621	\$51,516
8	1.3040	\$45,945	1.3960	\$49,187	1.5091	\$53,172
9	1.3420	\$47,284	1.4387	\$50,691	1.5567	\$54,849
10	1.3800	\$48,623	1.4809	\$52,178	1.6036	\$56,501
11	1.4180	\$49,962	1.5232	\$53,668	1.6508	\$58,164
12	1.4559	\$51,297	1.5655	\$55,159	1.6978	\$59,820
13	1.4939	\$52,636	1.6079	\$56,653	1.7449	\$61,480
14	1.5319	\$53,975	1.6506	\$58,157	1.7921	\$63,143
15	1.5699	\$55,314	1.6933	\$59,662	1.8394	\$64,809
16					1.8867	\$66,476

Any Bargaining Unit Member who has or obtains 15 hours or more beyond the masters column (Masters+15) shall be paid the appropriate Masters Degree amount plus \$500 per year. The MA+15 shall be defined as completion of twenty (15) graduate quarter credit hours after receiving a masters degree and/or the attainment of two masters degrees.

\$500.00 step at 25 years.

**HUNTINGTON LOCAL SCHOOL DISTRICT**  
**2012-2013 Certified Employee Salary Schedule**

<b>Experience</b>	<b>Index</b>	<b>B.S. Degree</b>	<b>Index</b>	<b>B.S. + Degree</b>	<b>Index</b>	<b>Masters Degree</b>
0	1.0000	\$36,027	1.0562	\$38,052	1.1318	\$40,775
1	1.0380	\$37,396	1.0989	\$39,590	1.1791	\$42,479
2	1.0760	\$38,765	1.1415	\$41,125	1.2261	\$44,173
3	1.1140	\$40,134	1.1839	\$42,652	1.2735	\$45,880
4	1.1520	\$41,503	1.2261	\$44,173	1.3205	\$47,574
5	1.1900	\$42,872	1.2686	\$45,704	1.3679	\$49,281
6	1.2280	\$44,241	1.3112	\$47,239	1.4148	\$50,971
7	1.2660	\$45,610	1.3535	\$48,763	1.4621	\$52,675
8	1.3040	\$46,979	1.3960	\$50,294	1.5091	\$54,368
9	1.3420	\$48,348	1.4387	\$51,832	1.5567	\$56,083
10	1.3800	\$49,717	1.4809	\$53,352	1.6036	\$57,773
11	1.4180	\$51,086	1.5232	\$54,876	1.6508	\$59,473
12	1.4559	\$52,452	1.5655	\$56,400	1.6978	\$61,167
13	1.4939	\$53,821	1.6079	\$57,928	1.7449	\$62,864
14	1.5319	\$55,190	1.6506	\$59,466	1.7921	\$64,564
15	1.5699	\$56,559	1.6933	\$61,005	1.8394	\$66,268
16					1.8867	\$67,972

## APPENDIX E

**HUNTINGTON LOCAL SCHOOL DISTRICT**  
**Supplemental Salary Schedule**

<u>Athletics</u>	<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8++</u>
<u>Category I</u>					
Athletic Director	15.5%	16%	16.5%	17%	17.5%
Junior High Athletic Director	9%	9.5%	10%	10.5%	11%
<u>Category II</u>					
Varsity Boys' Basketball	13%	13.5%	14%	14.5%	15%
Varsity Girls' Basketball	13%	13.5%	14%	14.5%	15%
Varsity Football	13%	13.5%	14%	14.5%	15%
Varsity Volleyball	13%	13.5%	14%	14.5%	15%
Varsity Track (G&B)	12%	12.5%	13%	13.5%	14%
Varsity Baseball	12%	12.5%	13%	13.5%	14%
Varsity Softball	12%	12.5%	13%	13.5%	14%
<u>Category III</u>					
Cheerleader Advisor (Vars. & Res.)	9%	9.5%	10%	10.5%	11%
Assistant Basketball (G&B) (5 positions)	8.5%	9%	9.5%	10%	10.5%
Assistant Football (5 positions)	8.5%	9%	9.5%	10%	10.5%
Weight Lifting Coordinator (year round all boys and girls)	8.5%	9%	9.5%	10%	10.5%
<u>Category IV</u>					
Assistant Volleyball (4 positions)	6.5%	7%	7.5%	8%	8.5%
Assistant Cheerleader Advisor (3 positions)	6.5%	7%	7.5%	8%	8.5%
Reserve Softball	6.5%	7%	7.5%	8%	8.5%
Reserve Baseball	6.5%	7%	7.5%	8%	8.5%
Golf	6.5%	7%	7.5%	8%	8.5%
Cross Country	6.5%	7%	7.5%	8%	8.5%
Jr. High Track (B&G)	6.5%	7%	7.5%	8%	8.5%
Assistant Varsity Baseball	6.5%	7%	7.5%	8%	8.5%
Assistant Varsity Softball	6.5%	7%	7.5%	8%	8.5%
<u>Category V</u>					

<u>Athletics (cont.)</u>	<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8++</u>
<u>Category VI</u>					
Equipment Management	5%	5.5%	6%	6.5%	7%
Assistant Track	5%	5.5%	6%	6.5%	7%
Assistant Golf	5%	5.5%	6%	6.5%	7%
<u>Category VII</u>					
Flag Corps Advisor	3.75%	4.5%	5.5%	6%	6.5%
<u>Category VIII</u>					
Boys' Elementary Basketball Coordinator	2%	2.5%	3%	3.5%	4%
Girls' Elementary Basketball Coordinator	2%	2.5%	3%	3.5%	4%
<u>NON-ATHLETICS</u>					
<u>Category I</u>					
Sr. Class Advisor	8%	8.5%	9%	9.5%	10%
Yearbook Advisor	8%	8.5%	9%	9.5%	10%
Jr. Class Advisor	8%	8.5%	9%	9.5%	10%
<u>Category II</u>					
<u>Category III</u>					
Play Director	5%	5.5%	6%	6.5%	7%
<u>Category V</u>					
High School Science Fair Coordinator (2 positions)	3.5%	4%	4.5%	5%	5.5%
Friends for Life	3.5%	4%	4.5%	5%	5.5%
Art Club	3.5%	4%	4.5%	5%	5.5%
<u>Category VI</u>					
FTA Advisor	3.25%	3.5%	4%	4.5%	5%
National Honor Society Advisor H.S.	3.25%	3.5%	4%	4.5%	5%
National Honor Society Advisor M.S.	3.25%	3.5%	4%	4.5%	5%
Student Council Advisor H.S.	3.25%	3.5%	4%	4.5%	5%
Student Council M.S.	3.25%	3.5%	4%	4.5%	5%
Language Club Advisor	3.25%	3.5%	4%	4.5%	5%
Ross County Fair Exhibit Coordinator	3.25%	3.5%	4%	4.5%	5%
Elementary Science Club Advisor	3.25%	3.5%	4%	4.5%	5%
Art Show Coordinator	3.25%	3.5%	4%	4.5%	5%

Quiz Bowl Coach	3.25%	3.5%	4%	4.5%	5%
<u>Nonathletics (cont.)</u>	<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8++</u>
Quiz Bowl Coach Middle School	3.25%	3.5%	4%	4.5%	5%
Spelling Bee Middle School	3.25%	3.5%	4%	4.5%	5%
Elementary Music Program Coordinator	3.25%	3.5%	4%	4.5%	5%
North Central Accreditation Coordinator	3.25%	3.5%	4%	4.5%	5%

Category VII

All Tutors	\$20.00 per hour
Wednesday School Contract	\$14.00 per hour
Fiber Optic Interactive Network Stipend	\$500 per year
Power of the Pen	\$500 per year
Proficiency Intervention Teachers	\$150 per year
6 <sup>th</sup> Grade Camp Teachers	\$800 per year to be divided equally by participants.
Summer School	\$30.00 per hour

\*Except as otherwise noted, when any position is given to more than one person the salary is divided. All of the supplemental positions listed on this Appendix E are filled from year to year on an as needed basis.

**HUNTINGTON LOCAL SCHOOL DISTRICT**  
**Summary of Medical Insurance Specifications**

The following summary of insurance coverage which was provided by the insurance carrier is only a general summary of medical insurance provided. Specific applicable policy provisions will govern payment for medical insurance claims.

- A. Dependent coverage through age twenty-three (23).
- B. Primary Benefits

<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Deductible (calendar year) Single Family	None None	\$200 \$400
Co-Insurance Out-of-Pocket Maximum (calendar year) Single	\$0.00	\$400 (20% of the first \$2,000 in covered charges)
Maximum Out-of-Pocket (calendar year) Deductible & Coinsurance Single Family	\$0.00 \$0.00	\$600 \$1,200
Prescription Drugs (Retail Pharmacy)	\$10 per generic RX; \$15 per brand RX for a 31-day supply (includes Oral Contraceptives)	50% after deductible
Prescription Drugs (Mail Order)	\$10 per generic RX; \$15 per brand RX for a 90-day supply (includes Oral Contraceptives)	Not a Benefit
Well Baby Care & Immunization to 12 months of age	\$10 copay	80% after deductible
Well Baby Care age 1 to 9	\$10 copay	80% after deductible
Labor Room	100%	80% after deductible
Delivery Room	100%	80% after deductible
Newborn Care	100%	80% after deductible
Newborn Hospital	100%	80% after deductible
Routine Adult Physical – Age 9+	\$10 copay	80% after deductible
Outpatient Office Visits (with diagnosis)	\$10 copay	80% after deductible

Cataract Vision Exam	\$10 copay	80% after deductible
Allergy injections with office visit	\$10 copay	80% after deductible
Routine Pap Smear	\$10 copay	80% after deductible
Screening Mammography (explain limits)	100%	80% after deductible
Diagnostic Mammography	100%	80% after deductible
Chiropractor X-rays	Covered under out-of-network	80% after deductible
Chiropractor Office Visits	Covered under out-of-network	80% after deductible
Physical Therapy	100%; 60 visits combined in and out-of-network, thereafter if Medically Necessary	80% after deductible
Supplemental Accident Benefit	Emergency Medical Care covered with \$50 copay (waived if admitted)	Emergency Medical Care covered with \$50 copay (waived if admitted)
Urgent Care	\$10 copay	80% after deductible
Emergency Room	Emergency Medical Care covered with \$50 copay (waived if admitted)	Emergency Medical Care covered with \$50 copay (waived if admitted)
Ambulance (Medically Necessary)	100%	100%

<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Durable Medical Equipment	100%	80% after deductible
Oral Surgery (In-Patient Hospital)	100%	Must establish medical necessity; 80% after deductible
Jaw Surgery (Medically Necessary)	100%	80% after deductible
Accidental Dental Traumas	100%	80% after deductible
TMJ Services	100%; \$1,000 lifetime maximum benefit (in and out)	80% after deductible; \$1,000 lifetime maximum benefit (in and out)
Inpatient Hospital Semi-Private Room	100%	80% after deductible
Inpatient Therapy	100%	80% after deductible
Physician Consultation Inpatient	100%	80% after deductible
Psychiatric & Substance Abuse Outpatient	\$10 copay per visit 50 visits per calendar year (combined)	80% after deductible; limited to 50 visits per calendar year

		(combined with in-network) Co-insurance does not contribute toward stop loss coverage
Psychiatric and Substance Abuse Inpatient Hospital (semi-private room)	100%; 60 day maximum per calendar year (combined)	80% after deductible; 60 day maximum per calendar year
Hospital Doctor Visits	100%	80% after deductible
Anesthesia	100%	80% after deductible
Emergency Surgery	100%	80% after deductible
Inpatient Surgery (Medically Necessary)	100%	80% after deductible
Intensive Care Unit	100%	80% after deductible
Cardiac Care Unit	100%	80% after deductible
Special Care Unit	100%	80% after deductible
Operating Room	100%	80% after deductible
Recovery Room	100%	80% after deductible
In-Hospital Path. & Lab.	100%	80% after deductible
Radiology	100%	80% after deductible
IV Solution and Supplies	100%	80% after deductible
Pre-Admission Testing	100%	80% after deductible
Diagnostic Testing & Laboratory (ex. X-ray, cat scan, MRI)	100%	80% after deductible
Home Health Care	100% 120 day maximum (in and out-of network)	80% after deductible 120 day maximum (in and out-of-network)
Skilled Nursing Facility Care	100%	80% after deductible
Hospice (Terminally Ill)	100%	80% after deductible
Assistant Surgery	100%	80% after deductible
Personal Care Items	Not Covered	Not Covered
Human Organ Transplant (Tissue and Organ Combined)	100%	80% after deductible
<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Elective Abortions	100%	80% after deductible
Artificial Limbs/Eyes	100%; initial and replacement	80% after deductible; initial and replacement
Dialysis	100%	80% after deductible
Chemotherapy/Radiation-Outpatient	100%	80% after deductible
Second Opinion for Elective Surgery	100%	80% after deductible
Sterilization	100%	80% after deductible
Reversal of Sterilization	Not Covered	Not Covered

Infertility Treatment	100%/Diagnostic Only; Excludes artificial insemination and in-vitro fertilization	80% after deductive/Diagnostic Only; Excludes artificial insemination and in-vitro fertilization
Lifetime Maximum Benefit	Unlimited	\$1,000,000
Dependent Age Limit	As provided by School District Administrative practice or agreement	As provided by School District Administrative practice or agreement
Pre-existing Condition Waiting Period (New Hires)	None	None
Pre-existing Condition Waiting Period (Late Enrollees)	None, late enrollees only as allowed by HIPPA or at annual Open Enrollment	None, late enrollees only as allowed by HIPPA or at annual Open Enrollment
Health Care Management/ Pre-certification Requirements	Handled by network doctor	Yes, \$200 penalty if not pre-certified.

**HUNTINGTON LOCAL SCHOOL DISTRICT**  
**Summary of Dental Insurance Specifications**

A. Base Plan, Benefits Schedule

1. Deductible Schedule

COVERED EXPENSE	INDIVIDUAL DEDUCTIBLE (Per Calendar Year)	FAMILY DEDUCTIBLE (Per Calendar Year)	COINSURANCE AMOUNT
Class I	None	None	100%
Class II	\$25	\$50	80%
Class III	\$25	\$50	60%
Class IV	None	None	60%

2. To encourage early detection of dental disease and to allow all participants a benefit from the plan each year and deductible is waived and one hundred percent (100%) of the Reasonable and Customary Charges will be paid for all Class I Services.

3. CALENDAR YEAR MAXIMUM (For All Class I, II, and III Expenses) – Fifteen Hundred Dollars (\$1,500.00) per person.

4. ORTHODONTIC LIFETIME MAXIMUM (For all Class IV Expenses) – One Thousand Dollars (\$1,000.00) per person.

B. Summary of Coverage

1. Class I – Preventive and Diagnostic (No Deductible) – One hundred percent (100%)

- a. Routine Oral Exams (once every six (6) months).
- b. Teeth Cleaning (once every six (6) months).
- c. Fluoride Treatments (once every twelve (12) months).
- d. Emergency Pain Treatments.
- e. Space Maintainers.
- f. Diagnostic X-rays.
- g. Tests and Lab Exams.

2. Class II – Basic Restorative – Twenty-Five Dollars (\$25.00) calendar year deductible – eight percent (80%).

- a. Fillings

- (1) Amalgams
    - (2) Silicate
    - (3) Acrylic
  - b. Root Canal Therapy
  - c. Treatment of Gum Disease
  - d. Repair of Bridgework and Dentures
  - e. Extractions and Oral Surgery
  - f. General Anesthesia (only if medically necessary)
- 3. Class III – Major Restorative – Twenty-Five Dollar (\$25.00) calendar year deductible – sixty percent (60%).
  - a. Inlays, onlays, gold fillings, or crown restorations.
  - b. Initial installation of fixed bridgework.
  - c. Installation of partial or full removable dentures.
  - d. Replacement of existing bridgework or dentures.
- 4. Class IV – Orthodontia – One Thousand Dollars (\$1,000.00) lifetime maximum per person – sixty percent (60%)
  - a. Full banded orthodontic treatment.
  - b. Appliances for tooth guidance.
  - c. Appliances to control harmful habits.
  - d. Retention appliances – not in connection with full banded treatment.
  - e. TE: Orthodontic benefits are not subject to an annual deductible.