



13-MED-03-0247  
1569-01  
K30502  
01/31/2014

## **Agreement Between**

**Highland Local School District  
Board Of Education**

**and the**

**Highland Education Association**

**July 1, 2013 Through June 30, 2016**

# TABLE OF CONTENTS

|                                   |           |
|-----------------------------------|-----------|
| <b>PREAMBLE</b> .....             | <b>1</b>  |
| <b>ARTICLE I</b> .....            | <b>1</b>  |
| RECOGNITION .....                 | 1         |
| <b>ARTICLE II</b> .....           | <b>1</b>  |
| NEGOTIATING PROCEDURE .....       | 1         |
| <b>ARTICLE III</b> .....          | <b>3</b>  |
| GRIEVANCE PROCEDURE .....         | 3         |
| <b>ARTICLE IV</b> .....           | <b>5</b>  |
| COMPENSATION .....                | 5         |
| <b>ARTICLE V</b> .....            | <b>10</b> |
| EMPLOYMENT .....                  | 10        |
| <b>ARTICLE VI</b> .....           | <b>11</b> |
| INSURANCE PROVISION .....         | 11        |
| <b>ARTICLE VII</b> .....          | <b>17</b> |
| LEAVES .....                      | 17        |
| <b>ARTICLE VIII</b> .....         | <b>25</b> |
| WORKING HOURS AND WORK LOAD ..... | 25        |
| <b>ARTICLE IX</b> .....           | <b>28</b> |
| ASSIGNMENT AND TRANSFER .....     | 28        |
| <b>ARTICLE X</b> .....            | <b>30</b> |
| WORKING CONDITIONS .....          | 30        |
| <b>ARTICLE XI</b> .....           | <b>31</b> |
| EVALUATION .....                  | 31        |
| <b>ARTICLE XII</b> .....          | <b>43</b> |
| INDIVIDUAL RIGHTS .....           | 43        |
| <b>ARTICLE XIII</b> .....         | <b>47</b> |
| REDUCTION IN FORCE .....          | 47        |
| <b>ARTICLE XIV</b> .....          | <b>49</b> |
| ASSOCIATION RIGHTS .....          | 49        |
| <b>ARTICLE XV</b> .....           | <b>53</b> |
| GENERAL .....                     | 53        |
| <b>ARTICLE XVI</b> .....          | <b>53</b> |
| BOARD RIGHTS .....                | 53        |

|                                                |                                     |
|------------------------------------------------|-------------------------------------|
| <b>ARTICLE XVII .....</b>                      | <b>54</b>                           |
| DRUG FREE WORKPLACE .....                      | 54                                  |
| <b>ARTICLE XVIII .....</b>                     | <b>54</b>                           |
| LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE ..... | 54                                  |
| <b>ARTICLE XIX.....</b>                        | <b>55</b>                           |
| EMPLOYMENT OF STRS RETIREES.....               | 55                                  |
| <b>ARTICLE XX.....</b>                         | <b>56</b>                           |
| DISCIPLINE.....                                | 56                                  |
| <b>ARTICLE XXI.....</b>                        | <b>57</b>                           |
| MASTER TEACHER .....                           | 57                                  |
| <b>ARTICLE XXII.....</b>                       | <b>58</b>                           |
| DURATION AND RATIFICATION .....                | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>MEMORANDUM OF UNDERSTANDING .....</b>       | <b>59</b>                           |
| HEALTH AND SAFETY .....                        | 59                                  |
| <b>SUPPLEMENTAL AGREEMENT .....</b>            | <b>60</b>                           |
| <br>                                           |                                     |
| <b>APPENDICES .....</b>                        | <b>61</b>                           |

## **PREAMBLE**

This Agreement between the Highland Local School District Board of Education ("Board") and the Highland Education Association HEA/Ohio Education Association OEA/National Education Association NEA ("Association") sets forth all agreements between the parties, renders void any and all past agreements between the parties, and constitutes a binding agreement.

## **ARTICLE I RECOGNITION**

### **1.01 BARGAINING UNIT**

The Board recognizes the Association as the exclusive bargaining representative of a bargaining unit composed of all regularly employed full-time and regularly employed part-time certificated/licensed Classroom Teachers, Librarians, Guidance Counselors, Speech and Hearing Therapists, Remedial Reading Teachers, Tutors, and Psychologists.

### **1.02 CHANGE IN RECOGNITION**

Any challenge to the Association's status as the exclusive bargaining representative for the bargaining unit defined in Section 1.01 of this Article shall be handled in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

## **ARTICLE II NEGOTIATING PROCEDURE**

### **2.01 REQUESTS FOR NEGOTIATIONS**

2.011 Unless otherwise mutually agreed, negotiations for a successor Agreement will begin no earlier than March 1 and no later than April 1 of the year in which this Agreement expires. Upon the request of either party, an initial meeting will be scheduled for the purpose of permitting each party to submit in writing all its initial proposals for negotiations. Thereafter neither party shall submit additional items except with the consent of the other party.

### **2.02 NEGOTIATION MEETINGS**

2.021 Meetings shall be scheduled at reasonable intervals, places and times, and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. If a meeting is scheduled during daily duty hours members of the Association's negotiating team will be relieved of all regular duties, without loss of pay, as is necessary to permit their participation at such meeting.

2.022 Meetings shall be closed to the media and the public.

2.023 Either party may caucus for a reasonable period at any time.

2.024 If unforeseen circumstances preclude a party's spokesperson from attending or cause him/her to be significantly late, that person is responsible for notifying his/her counterpart as promptly as possible and the parties shall thereupon schedule the next meeting.

**2.03 REPRESENTATION**

Representation at each meeting shall be limited to not more than six (6) representatives of the Board which includes the Board consultant, and not more than six (6) representatives of the Association which includes the OEA/NEA Labor Relations Consultant. At the initial session each party shall designate its representatives and only those so designated shall attend the subsequent meetings, unless the parties agree otherwise.

**2.04 AGREEMENT**

2.041 As tentative agreement is reached on each item, the agreement shall promptly be reduced to writing and initialed by a designated representative of each party.

2.042 Final agreement shall be reduced to writing and submitted to the Association for approval. The Association's designated representatives shall recommend approval. Upon approval by the Association the agreement shall be submitted to the Board for approval. The Board's designated representatives shall recommend approval. If approved by both parties, the new Agreement shall then be signed on behalf of the parties.

**2.05 DISAGREEMENT**

If agreement is not reached within forty-five (45) calendar days after commencement of negotiations, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Association and the Board.

**2.06 EXCLUSIVITY OF PROCEDURE**

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 2.05 of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**3.01**     **DEFINITION**

- 3.011     A "grievance" is any alleged misinterpretation, misapplication, or violation of this Agreement.
- 3.012     "Grievant" means the person or group of persons filing the grievance, or the Association.
- 3.013     "Days" under this Article means teacher work days except for summer vacation when weekdays excluding holidays apply.

**3.02**     **TIME LIMITS**

Each grievance shall be processed rapidly. The number of days indicated at a step of the procedure shall be maximums, unless extended by mutual consent. If the grievant fails to meet the deadline at any step of the procedure, the grievance shall be considered waived.

**3.03**     **COMMUNICATION**

Except at the informal level, each communication concerning a grievance shall be in writing, hand delivered and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.

**3.04**     **RIGHTS OF THE GRIEVANT**

- 3.041     The grievant, in his/her sole discretion, may represent himself/herself at all levels of the grievance procedure without assistance of the Association. The Association President or designee may be present at all formal levels of the grievance procedure to present the Association's views on the grievance. Any remedy provided in such a case shall not be inconsistent with the terms of this agreement.
- 3.042     The grievant may be accompanied by an Association representative of his/her choosing at all levels of the grievance procedure. The grievant may not be represented by any teacher organization other than the Association.
- 3.043     No reprisal will be taken against a bargaining unit member for having filed a grievance or participated in the grievance procedure.

**3.05**     **INFORMAL STEP**

A grievant shall discuss the grievance with the party at the lowest level who has authority to resolve the grievance. This is usually the building principal or other immediate supervisor, when applicable, unless the Superintendent or Board is the only party with authority. If the grievance is not resolved informally, the grievant may

initiate a formal grievance.

### **3.06 FORMAL PROCEDURE**

#### **3.061 Level I:**

If a written grievance (Level I) is not filed within twenty (20) days after the act(s) of condition(s) giving rise to the grievance occurred, the grievance shall be considered waived. The grievant shall file the grievance in writing on the form in Appendix D with the party at the lowest level who has authority to resolve the grievance. The grievance shall be signed by the grievant, contain a concise statement of complaint, the facts upon which it is based, the specific provisions of this Agreement alleged to have been misinterpreted, misapplied, or violated, and the relief sought. A copy of the grievance shall be filed with the Association President. The party with whom the grievance is filed shall meet with the grievant within ten (10) days and furnish the grievant his/her written disposition, including his/her rationale for such disposition, in writing, within ten (10) days of such meeting. A copy of the disposition shall be filed with the Association President.

#### **3.062 Level II:**

If the grievance is not resolved at Level I, (or if no disposition has been made within the time limit set forth in Level I), the grievant may, within ten (10) days of receipt of the Level I disposition, (or when the time limit set forth in Level I expired), file the grievance in writing with the Superintendent. Within ten (10) days after filing, the Superintendent shall meet with the grievant. Within ten (10) days after the meeting, the Superintendent shall give his/her written disposition to the grievant. A copy of the disposition shall be filed with the Association President.

#### **3.063 Level III:**

If the grievance is not resolved at Level II, (or if no disposition has been made within the time limits set forth in Level II), the Association only may within an additional ten (10) days request arbitration by filing a written notice of the request with the Treasurer. Within ten (10) days after receipt of such request, either party may request the American Arbitration Association (AAA) to furnish a panel of fifteen (15) names. Selection of the arbitrator and the conduct of any arbitration hearing shall be in accordance with the AAA's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be final and binding on the Association, grievant, and Board, subject to judicial appeal if the arbitrator exceeds his/her authority. The arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this Agreement. The cost of the arbitrator and the AAA's administrative fee shall be shared equally by the Association and the Board except that, in the event a grievance is appealed to arbitration but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) shall be borne as follows: (1) solely by the Association if the grievance is withdrawn; (2) solely by the Board if the grievance is granted; (3) shared equally by the Association and the Board if the grievance is settled by means of a compromise. Otherwise, each party is responsible for its own costs.

**ARTICLE IV**  
**COMPENSATION**

**4.01 SALARIES**

4.011 The salaries of all bargaining unit members are set forth in Appendix A, which is a part hereof. The base salary will increase 1.5% for the 2013-2014 school year retroactive to the beginning of the school year. The base salary will increase an additional 1.4% for the 2014-2015 school year, and an additional 1.4% for the 2015-2016 school year.

4.012 Salaries for part-time bargaining unit members shall be pro-rated on the basis of the salary schedule set forth in Appendix A.

4.013 Compensation for tutors shall be calculated as a percentage of the base salary as follows:

| Years of Experience |        |        |        |
|---------------------|--------|--------|--------|
| 0-3                 | 4-9    | 10-14  | 15+    |
| .00085              | .00090 | .00095 | .00100 |

A tutor will be compensated at the bargaining unit member's regular hourly rate for mandatory meetings or assigned duties outside the member's regularly scheduled workday. Timesheets must be submitted to the Treasurer verifying such work beyond the normal day.

4.014 A bargaining unit member shall be paid in twenty-six (26) equal bi-weekly installments. The parties recognize that every several school years, by operation of the calendar, a three-week hiatus between pays is necessary in order to avoid a twenty-seventh pay within a school year.

4.015 All bargaining unit members will be paid by direct deposit.

4.016 If the individual teaching contract is terminated by either party during the school year, or the teacher's contract is suspended as part of a reduction in force under Article XIII of this Agreement during the school year, the total sum due the bargaining unit member shall be paid on either of the next two (2) scheduled pay days following the member's last day of service. If practicable, payment will be made on the next scheduled pay day. Board-provided insurance benefits will terminate on the last day of the month of the effective date of separation.

4.017 If the individual teaching contract is terminated or not renewed by either party at the end of the school year, or the teacher's contract is suspended as part of a reduction in force under Article XIII of this Agreement effective as of the end of the school year, the total sum due bargaining unit member shall be paid at the next scheduled pay day following the close of school, if the

member so desires. Members who do not elect lump sum final pay will stay on the normal payroll schedule and be covered by Board insurance through August 31. Members who do elect lump sum pay will not receive fringe benefits at Board expense after their final pay.

#### **4.02 PLACEMENT ON THE SALARY SCHEDULE**

##### **4.021 Initial Placement on the Salary Schedule**

A bargaining unit member shall be placed on the salary schedule using all his/her years of teaching credit as hereby provided:

- A. all years of teaching service in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- B. all years of teaching service, up to five (5) years in any other Ohio public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- C. all years of active military service in the armed forces of the United States, to a maximum of five (5) years;
- D. all years of Ohio Public School substitute teaching consisting of at least one hundred twenty (120) days; and
- E. all years of Ohio Public School tutoring consisting of at least one hundred twenty (120) days or seven hundred twenty (720) hours.
- F. These provisions supersede Sections 3317.13 and 3317.14 of the Ohio Revised Code as to initial placement on the salary schedule.

##### **4.022 Advancement on the Salary Schedule**

Upon completion of academic requirements for horizontal advancement on the salary schedule and the filing of evidence (which shall be a transcript, if available, or a letter from the academic dean or comparable official of the educational institution certifying completion of the qualifying course work if a transcript is not available) and the form (Appendix C) with the Superintendent, the salary increment shall become effective as follows:

- A. A bargaining unit member filing by not later than October 1<sup>st</sup> of any work year shall be advanced on the salary schedule effective with the first (1st) work day of the work year.
- B. A bargaining unit member filing after October 1<sup>st</sup>, but not later than February 15th of any work year, shall be advanced on the salary schedule effective with the first (1st) work day of the second (2nd) semester of the work year.

C. A bargaining unit member shall begin to receive payment for such advancement no later than the second (2nd) pay date following such placement.

4.023 For purposes of seniority and vertical advancement on the salary schedule, a salaried bargaining unit member shall receive credit as follows:

A. Full credit for each year in which the bargaining unit member works fulltime for 120 days or more.

B. Credit for one (1) year of service at the end of each year in which the bargaining unit member has worked at least half-time but less than fulltime. A teacher may qualify under this provision by working three (3) or more hours per day for 120 or more days in the year, or by working full school days for at least 92 days in the year. This paragraph applies to teachers regularly assigned to less than full-time teaching positions, e.g., kindergarten. Days on paid leave (e.g., sick leave) shall count as time worked.

4.024 Salary Advancement at the Bachelor Degree Level

An employee, hired after July 1, 1995, will be eligible for placement on the salary schedule beyond the Bachelor Degree if all hours have been earned after the degree was granted. These hours may be graduate or undergraduate, but must have been earned through an accredited college or university.

4.025 Salary Advancement Beyond the Master Degree Level

Courses taken beyond the Master Degree may be used for advancement on the salary schedule only if the courses are taken at the graduate level through an accredited college or university, and have a direct relationship to the field of education. Certain undergraduate courses may be acceptable providing written approval has been secured from the Superintendent.

4.026 Teachers passing all requirements and obtaining National Board Certification shall receive a one-time bonus payment of five hundred dollars (\$500.00).

#### **4.03 CO-CURRICULAR ACTIVITIES**

Participation by a bargaining unit member in co-curricular activities will be strictly voluntary and he/she will be compensated for all such participation in accordance with the provisions of Appendix B.

#### **4.04 RETIREMENT CONTRIBUTION BENEFIT**

The Board shall continue to assume and pay (pickup) a bargaining unit member's mandatory contribution required by the State Teachers Retirement System (STRS), pursuant to Chapter 3307 of the Ohio Revised Code. This shall be accomplished through the "salary reduction/salary restatement" method under which the Board's total combined expenditures for total annual salaries of all bargaining unit members, shall not be greater than the amount it would have paid had this provision not been in effect.

**4.05**      **CAR ALLOWANCE**

- 4.051      A bargaining unit member who is required to use his/her automobile in performance of his/her school duties (exclusive of athletic or intramural activities and travel between the member's home and school) shall be reimbursed for such travel.
- 4.052      Reimbursement shall be at the current Internal Revenue Service rate effective January 1 each year.

**4.06**      **SEVERANCE PAY**

- 4.061      A bargaining unit member, at the time of retirement from active service with the Board, and with ten (10) or more years of service with the State of Ohio, any political subdivision(s), or any combination thereof, shall receive severance pay equal to one fourth (1/4) of the value of the member's accrued but unused sick leave at the time of retirement.
- 4.062      This payment shall be based on the bargaining unit member's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. A member may receive only one payment under this Section, and the aggregate value of the payment shall in no event exceed the value of eighty-four (84) days of accrued but unused sick leave. As used in this Section, "retirement" means disability or service retirement under the Ohio State Teachers Retirement System set forth in Chapter 3307 of the Ohio Revised Code.
- 4.063      A bargaining unit member with ten (10) or more years of teaching service in the District who dies will be awarded severance pay.
- 4.064      Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of the "HEA Severance Pay Deferral Program" described in Section 3.4(a) of the District's Section 403(b) Plan (the "Section 403(b) Plan"), certain retiring bargaining unit members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Designated Plan Contract"). Payment of such amounts under this Section 3.4(a) of the Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash.
- 4.065      Any bargaining unit member entitled to severance pay who is not an eligible participant in the HEA Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with subsections 4.061 and 4.062 above. The member may elect to defer such pay to a Plan Contract, as permitted by any related provisions of the Section 403(b) Plan.

- 4.066 All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

**4.07 SUBSTITUTING DURING PLANNING PERIOD**

- 4.071 A bargaining unit member will be asked to supervise classes other than his/her normally assigned duties only when it is impossible to employ a qualified substitute. Within ten (10) school days after the start of each school year, all bargaining unit members shall be canvassed and a roster shall be made indicating each member willing to substitute during his/her planning period(s). A member whose name appears on the roster may be required to substitute during his/her planning period on any given school day unless extraordinary circumstances make such substitution impracticable. Extraordinary circumstances may include, but not be limited to, a pre-scheduled parent conference, a need to prepare a test or set up an experiment for that school day.
- 4.072 A bargaining unit member who substitutes during his/her planning period, whether or not they are on the roster, shall be compensated at the rate of twenty-two dollars (\$22.00). If a member substitutes for less than half the period, he/she shall receive eleven dollars (\$11.00).
- 4.073 A bargaining unit member will not be asked to substitute during a planning period except as a last resort if he/she is not on the roster.
- 4.074 A. The librarian or study hall teacher shall receive extra compensation as provided in Section 4.072 when five (5) or more extra students are sent to the library or study hall for the period. No extra compensation shall be paid if fewer than five (5) students are added to the library or study hall.
- B. Notwithstanding the above, if a study hall is in session with space, students will not be sent to the library except for normal purposes.
- C. Every reasonable effort shall be made to provide substitutes, subject to availability of qualified substitutes.
- 4.075 When the Board participates in open enrollment, the children of Board employees shall have priority for placement in spaces available. However, children of employees may not displace any student currently enrolled in the District through open enrollment.

**ARTICLE V**  
**EMPLOYMENT**

**5.01 EMPLOYMENT BY CONTRACT**

The Board shall enter into a written contract for the employment and re-employment of bargaining unit members as required by State law.

**5.02 INDIVIDUAL CONTRACTS**

5.021 Contracts for employment shall be three (3) types:

A. Limited Contract

1. The first three (3) limited contracts shall be for a term of one (1) year each. All future renewals shall be for a minimum for two (2) years.
2. The provisions of Section 5.021(A) (1) shall remain in effect unless a bargaining unit member is granted a continuing contract in accordance with the provisions of Sections 3319.08, 3319.09 and 3319.11 of the Ohio Revised Code.

B. Continuing Contract

A continuing contract shall be issued to bargaining unit members pursuant to Sections 3319.08, 3319.09, and 3319.11 of the Ohio Revised Code. To be considered for a continuing contract, a member in his/her third or later year of District service (second or later year of District service if the member previously held a continuing contract in another Ohio school district) shall submit a letter of intent by October 15 to the Superintendent that the member may qualify for continuing contract status for the ensuing school year. Any required credential and evidence of appropriate coursework must be filed with the Superintendent by the following March 15; however, if the member has applied for a qualifying certificate/license prior to March 1 and, through circumstances the member does not control, the credential is not received by March 15, this time limit will be extended to April 1. A member not meeting these time limits will not be considered for a continuing contract for the ensuing school year.

1. Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board.
2. If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in force (except for a reduction based on a member's return from a leave of absence), the Board

will act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.

C. Supplemental Contract

A supplemental contract will be given to each bargaining unit member who is to perform a supplemental duty. The contract will be a limited supplemental contract and will be issued with the regular contract or salary notice, when possible, but not later than August 1 of each school year.

No bargaining unit member shall be deemed employed for a supplemental duty after the expiration of a supplemental contract pertaining to that duty unless and until a new supplemental contract concerning the duty is offered by the Board and accepted by the member. This provision constitutes notice to bargaining unit members of the automatic non-renewal of supplemental contracts.

5.022 Pursuant to Section 3319.12 of the Ohio Revised Code, a contract and/or salary notice will be issued annually to each bargaining unit member. The notice shall contain the following:

- A. the number of work days in the school year; and
- B. the annual salary and per diem pay of the bargaining unit member.

5.023 All provisions of this Agreement are incorporated by reference into the individual contract of a bargaining unit member.

**5.03 NOTIFICATION OF BUILDING ASSIGNMENTS**

5.031 Written notice of a bargaining unit member's assignment (building/grade/subject) for the next school year shall be given to the member before the last day of school. When an assignment change is made after the last day of school, written notice of the change shall promptly be sent to the member. Any course offering new to the District will be implemented by July 1 for the ensuing school year.

**ARTICLE VI  
INSURANCE PROVISION**

**6.01 GENERAL PROVISIONS**

6.011 A bargaining unit member employed part-time who regularly works thirty (30) or more hours per five (5) day work week shall be entitled to full insurance coverage as provided under this agreement. A bargaining unit member employed part-time who regularly works at least twenty-five but less than thirty hours per week shall not be entitled to insurance coverage under this agreement except at his/her cost. However, any employee hired

prior to January 1, 2006, shall continue to receive pro-rated economic benefits as in the past. Non-bargaining unit work shall not be counted.

- 6.012 A bargaining unit member may change the coverage status (single or family) under the terms established by the Stark County Schools Council of Government (COG).

New bargaining unit members must apply for coverage under the terms provided for in the COG.

- 6.013 Subject to provisions of the COG, a bargaining unit member on a Board-approved unpaid leave may continue insurance coverages for up to two (2) years by paying the monthly cost at a rate not to exceed the COBRA rate. A member who opts out of such continued coverage at any point may not thereafter opt in for such continued coverage

- 6.014 Employees may not be paid cash in lieu of insurance benefits.

## **6.02 HEALTH INSURANCE**

- 6.021 The Board shall pay eighty percent (80%) of the cost of individual and family policies for health, dental, and vision insurance fringe benefits. If the Board receives a premium holiday from the COG, such holiday shall also be applied to the employee's premium.

Bargaining unit members shall not be asked, encouraged, or coerced to waive insurance benefits when changing employment status in the district.

Waiver of insurance shall not be a pre-condition for employment advancement in the district.

- 6.022 The Board shall reimburse any bargaining unit member purchasing Medicare and Medicaid coverage the full cost of such coverage.

### **6.023 STARK COUNTY SCHOOLS COUNCIL**

The Board may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of the COG. The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

### **6.024 PREFERRED PROVIDER - DOCTORS/HOSPITALS**

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be

provided through the COG Health Insurance Program. Any bargaining unit member, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.

6.025 PREFERRED PROVIDER - PRESCRIPTION DRUGS

The Board shall provide, through the COG, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the OEA Stark County representative office.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

6.026 WELL BABY CARE

\$1,000

6.027 DIABETIC MANAGEMENT PROGRAM

Will be part of all PPO Programs.

6.028 EARLY RETIREMENT INCENTIVE

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

6.029 PLAN DESCRIPTION (SUMMARY ONLY):

DENTAL

- 1) Maximum benefits/covered person:  
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Individual \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts
  - a) Class I -  
Prevention 100% of Usual & Customary  
(no deductible)
  - b) Class II -  
Basic 80% of Usual & Customary
  - c) Class III -  
Major 80% of Usual & Customary
  - d) Class IV -  
Orthodontia 60% of Usual & Customary

Lifetime maximum  
Orthodontia \$1200/per individual

HEALTH:

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Benefits       | Unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Deductible             | \$100/ individual<br>\$200/family                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Accumulation Period    | Calendar Year                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Co-Insurance Provision | In system: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.<br><br>Out of system: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual and \$2,000 for two or more family members. |

Preventative - Routine pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy – Shall be covered under the terms contained in the benefit booklet.

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/ Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

## VISION

### Specifications

- 1) Eye examinations - One (1) regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

|                                         | <u>Per Lens</u> | <u>Per Pair</u> |
|-----------------------------------------|-----------------|-----------------|
| Single Vision                           | \$ 20           | \$ 40           |
| Bifocals                                | \$ 30           | \$ 60           |
| Trifocals                               | \$ 40           | \$ 80           |
| Lenticular                              | \$100           | \$200           |
| Contact lenses<br>(cosmetic)            | \$ 35           | \$ 70           |
| Contact lenses<br>(medically necessary) | \$200           | \$400           |

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or

supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
  - a) The lenses are necessary following cataract surgery;
  - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
  - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription
  - b) Drugs or medications
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

6.030 LIFE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to these provisions may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

6.031 LIABILITY INSURANCE

Pursuant to Section 2744.08 of the Ohio Revised Code, the Board agrees to provide reasonable liability protection for bargaining unit members, at no cost to employees, through commercially purchased insurance, a self-insurance program, or a combination of the two. The Board may contract with any person(s) or other political subdivisions in fulfilling its obligation under this Section.

**ARTICLE VII**  
**LEAVES**

**7.01 SICK LEAVE**

- 7.011 A bargaining unit member shall be allowed to accumulate an unlimited number of sick leave days. A member shall receive notification of accumulated sick leave to date on a monthly basis.
- 7.012 Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1  $\frac{1}{4}$ ) days for each completed month of service or fifteen (15) days for each completed year of service. Notwithstanding the 2011 amendment to Section 3319.141 of the Ohio Revised Code, sick leave for a bargaining unit member employed on other than a full-time basis shall continue to be credited and deducted at a rate equal to the proportionate rate of employment set forth in his/her contract of employment.
- 7.013 A bargaining unit member shall be credited with five (5) days of sick leave as provided for in Section 3319 of the Ohio Revised Code. These five (5) days or any portion thereof may be used in case the member is unable to work because of any of the prescribed reasons for the use of sick leave before he/she has accumulated that amount of sick leave as prescribed for in Section 3319.141 of the Ohio Revised Code.
- 7.014 Sick leave for a bargaining unit member employed on other than a full-time basis shall be credited and deducted at a rate equal to the proportionate rate employment set forth in his/her contract of employment.
- 7.015 Sick leave with pay may be used for the following reasons in accordance with Section 3319.141 of the Ohio Revised Code.
- A. For absence of the bargaining unit member due to personal illness pregnancy, injury, exposure to contagious disease which could be

communicated to others; and

- B. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member.
- C. Sick leave may be used by the mother, following the birth of a child, during the six (6) calendar weeks immediately following the birth of the child. Thereafter sick leave may be used only with medical verification of an ongoing pregnancy-related disability. It is also mutually recognized that the father may need sick leave during this period to care for his recovering spouse, in which case his obligation is to call in at least once per week to report on whether sick leave is still needed for this purpose.
- D. Sick leave will not be charged for days schools are not in session.

7.016 The "immediate family" shall be defined as: spouse, children, (including sons and daughters-in-law), parents (including foster or stepparents), siblings, grandparents, grandchildren, legal guardian, and the bargaining unit member's spouse's (including foster or stepparents) children (including sons and daughters-in-law) and parents or remaining next of kin if the bargaining unit member has none of the above. In the event of death, "immediate family" also includes aunts and uncles.

7.017 Alternate Accumulation

- A. Notwithstanding the preceding provisions of this Article with respect to accrual of sick leave, a bargaining unit member may elect, on an annual basis, to accrue only seven (7) days of sick leave during the school year and then elect one (1) of the following options with respect to sick leave credit earned during that school year that remains at the end of that school year:
  - 1. Carry forward the balance subject to the maximum accrual per Section 7.011; or
  - 2. Receive a cash benefit (using the bargaining unit member's daily base rate of pay) equal to one-half (1/2) of the balance; or
  - 3. Carry forward a portion of the balance (subject to the maximum accrual per Section 7.011 and receive cash benefit (using the bargaining unit member's base rate of pay) equal to one-half (1/2) of the remainder.
- B. Any cash benefit to which the bargaining unit member is entitled under this Section shall not be subject to retirement contributions and shall be paid in one (1) lump sum at the last regularly scheduled pay in the school year. A bargaining unit member's election to accrue sick leave benefits under this Section shall be strictly voluntary, must be made in writing on or before July 1 on the form prescribed by the

Board, shall apply only to that school year and shall constitute a waiver of any and all rights during the school year to accrue sick leave under the preceding sick leave provisions of this Agreement or Section 3319.141 of the Ohio Revised Code or any provision of law.

- C. A bargaining unit member who elects to accrue sick leave benefits under this Section for a given school year must, in writing, select one of the above specified three (3) options on or before May 1 of that school year. Failure to select by that date will result in the automatic carry-forward of the unused balance (subject to the maximum accrual per Section 7.011). Balances carried forward are excluded from further cash benefits and a bargaining unit member who separates during the school year shall not be eligible for cash benefits provided under this paragraph.

7.018 Falsification of Sick Leave

Falsification of the reason for using sick leave is grounds for termination under section 3319.16 of the Ohio Revised Code.

**7.02 SICK LEAVE DONATIONS**

- 7.021 A bargaining unit member who, after attaining at least one (1) year of seniority under Section 13.04 of this Agreement, is absent for thirty (30) or more consecutive work days due to a catastrophic illness of the member or his/her spouse or minor child and whose sick leave is exhausted may qualify for donated sick leave days as specified in this Section. It is mutually recognized that pregnancy-related disabilities (including prescribed bed rest) do not qualify for donated days, although an extraordinary catastrophic complication might. A bargaining unit member whose sick leave has been exhausted by intermittent use does not qualify for donated days under this Section.
- 7.022 A bargaining unit member wishing to receive donated days under this Section may file a written application with both the Association President and the Superintendent. Unless both of these individuals conclude the application is without merit, the application will be referred to a committee composed of two (2) persons appointed by the Association President and two (2) persons appointed by the Superintendent which, by consensus, will determine whether the applicant is eligible for donated days and the number of days to be awarded. The 30-day requirement specified in subsection 7.021 above may be waived in an exceptional case. If the applicant is determined to be eligible, the Association will be responsible for informing bargaining unit members and obtaining donations.
- 7.023 A bargaining unit member must have at least fifty (50) days of accumulated sick leave in order to donate sick leave to a member. A member may donate a minimum of one (1) sick leave day and no more than five (5) days in any one (1) school year. The donated sick leave shall be deducted in proportion to the donating member's work day. A member requesting sick

leave under Section 7.02 will receive donated days in proportion to his/her work day. A donating member will do so on the prescribed form available from the Board's Treasurer, and the donation is voluntary and irrevocable. The donation will be deducted from the donating member's accumulated sick leave balance. If the total of donated days is less than the days awarded to a recipient, only donated days will be awarded; donated days will no longer be accepted once the total equals the days awarded to a recipient.

- 7.024 No bargaining unit member may receive more than a total of thirty (30) donated days in any one (1) school year (July 1 through June 30).
- 7.025 Medical verification/certification of a bargaining unit member's catastrophic illness may be required.
- 7.026 If a bargaining unit member receiving donated days is eligible to apply for disability retirement benefits under STRS and the medical prognosis is that the member will not be able to return to work within a reasonably short time (normally 60 work days), the member will apply for STRS disability benefits; the Administration will assist the member in preparing the application, if requested. If awarded disability benefits by STRS, the member will no longer be eligible for donated sick leave days under these provisions.
- 7.027 A bargaining unit member participating in the alternate accumulation of sick leave under Section 7.017 of this Article is not eligible to donate or receive days under these provisions.
- 7.028 Decisions reached in the administration of these provisions are not grievable under Article III of this Agreement or otherwise open to challenge.

### **7.03 PARENTAL LEAVE**

- 7.031 A bargaining unit member who intends to use parental leave shall notify the Superintendent in writing of the anticipated birth of the child and the anticipated delivery date as soon as possible after learning of such facts. Upon the birth of the child, the member shall be entitled upon request, to parental leave, without pay or benefits, for the balance of the school year and for the immediately succeeding school year.
- 7.032 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.
- 7.033 Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. This deadline will be extended to August 1st should catastrophic circumstances which involve any members of the immediate household are verified. In any event, the employee will be reinstated no later than the beginning of the next succeeding school year unless an additional year of leave has

been granted in accordance with Section 7.031. "Reinstatement", as used herein, shall mean reinstatement to the same position with the same contractual status, which the bargaining unit member held prior to the leave, or, if the position is no longer available to a substantially equivalent position for which the member holds valid certification.

- 7.034 A bargaining unit member who adopts a child, less than one year of age shall be entitled to parental leave under the conditions set forth above.

#### **7.04 PERSONAL LEAVE**

- 7.041 A bargaining unit member shall be entitled to three (3) days, non-accumulated, personal leave per school year. Personal leave may not be used to pursue other employment (including self-employment), unless the member has been notified that his/her contract will be suspended as part of a reduction in force under Article XIII of this Agreement. Personal leave may not be used to accompany a spouse on a trip, or for vacation, leisure, or recreational purposes.
- 7.042 The request for personal leave shall be made to the Superintendent electronically at least three (3) days in advance of the anticipated absence on a form to be provided by the Board. However, in case of emergency, request to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance requests impossible, a bargaining unit member shall notify the Superintendent of the reason(s) for leave under this Section as soon as is practicable. Approval will, when necessary, be granted after the fact. Members will notify the Superintendent electronically for emergency personal leave.
- 7.043 If personal leave is requested for three (3) days in a row, on the first or last day of school, on the day before or the day after a holiday or school recess, with less than three (3) days notice, or during the first two (2) weeks of the school year or from May 1 to the end of the school year, the request, submitted electronically, must specify the reason for leave on a form to be provided by the Board. The Superintendent may inquire, under this provision, as to the nature of the personal business to the extent reasonably needed to confirm that the leave is appropriate.
- 7.044 Personal leave will not be charged if the bargaining unit member is required by the Board, or subpoenaed by a party not affiliated with either the Board or the Association, to appear in court in connection with matters that arose during the course and scope of the employee's employment.
- 7.045 Personal leave may be taken in minimum increments of one-half (1/2) day. Any unused personal days at the end of the school year will be credited to the bargaining unit member's accumulated sick leave balance.

- 7.046 With the approval of the Superintendent, members may take unpaid personal leave in situations where personal leave as described in Section 7.043 does not apply.

**7.05 ASSAULT LEAVE**

- 7.051 A bargaining unit member who, without fault, must be absent due to physical disability resulting from an assault on such member, which occurred in the course of Board employment, while on duty on school grounds during school hours, or where required to be in attendance at a school sponsored function shall be eligible for assault leave.
- 7.052 Such leave shall be granted for the period of physical disability, not to exceed the remainder of the member's work year, upon the member delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement shall indicate the nature of the injury; the date of its occurrence; the identity of the individual(s) causing the assault, if known; the facts surrounding the assault; and the willingness of the member to participate and cooperate fully with the Board in pursuing legal action against the alleged assailants. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature and duration of the disability.
- 7.053 Payment for assault leave, less Worker's Compensation, will not be approved for payment unless and until the form or certificate, as provided above, are supplied to the Treasurer. Falsification of either signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- 7.054 A bargaining unit member who exhausts his/her assault leave, may use sick leave for a period of physical disability. If sick leave and the assault leave, provided for herein, become exhausted, the member may apply for further assault leave. Whether such additional assault leave is granted shall be determined solely by the Board at its discretion. Where the assaulted member receives benefits under the Ohio State Teachers Retirement System, because of any disability, or because of age, or where the member's employment by the Board ceases for any reason whatsoever, this leave provision shall no longer apply and any assault leave payments shall automatically terminate.
- 7.055 A bargaining unit member not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the member is unable to complete the day will, if the member reports the threat to the police, receive the remainder of the day off without loss of pay. If the following work day is also taken, it will be charged to sick leave.

**7.06 CONFERENCE LEAVE**

Upon approval of the Superintendent, a bargaining unit member will be permitted to

attend a conference(s) at Board expense, which may lead to his/her professional improvement.

**7.07 JURY LEAVE**

7.071 A bargaining unit member, required by law to report for jury duty, shall be compensated at his/her regular rate of pay for each day of such duty.

7.072 Time spent on jury leave will not be charged against any other leave under this Article.

7.073 A member required pursuant to a subpoena to attend as a witness in an action arising in the course of the teacher's employment, but excluding actions wherein the teacher is suing the Board, its members, employers, or agents, shall be granted paid time off under this provision.

**7.08 SABBATICAL LEAVE**

7.081 Upon presentation to the Superintendent and Building Principal, of a plan for professional growth, sabbatical leave may be granted to a bargaining unit member for a period of not longer than one (1) school year pursuant to Section 3319.131 of the Ohio Revised Code. A member on sabbatical leave shall receive part pay as defined in Section 3319.131, and shall be permitted to continue his/her insurance coverage at his/her own expense by making monthly payments as directed by the Treasurer. The request for sabbatical leave must be received by the Superintendent in writing not later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. The Superintendent shall act on the request by April 1.

7.082 The period of sabbatical leave shall be counted as teaching experience in making salary adjustments, if, at the conclusion of such leave, the employee provides satisfactory evidence that the plan was followed and completed.

7.083 A bargaining unit member who completes a plan for professional growth under this Section shall, upon return to the District, be reinstated to the same position such member held prior to the leave or, if such position is no longer available, to a substantially equivalent position for which the member holds valid certification.

7.084 A bargaining unit member given leave under this Section may be required to return to the District at the end of such leave for a period of one year, unless he/she has completed twenty-five (25) years of teaching in Ohio.

**7.09 FAMILY AND MEDICAL LEAVE**

7.091 Eligible bargaining unit members shall have the right to take up to a combined total of twelve (12) weeks of unpaid leave each year in connection with: 1) the birth and first-year care of a child; 2) the adoption or

foster parent placement of a child; 3) a serious health condition of a member's spouse, child, or parent; 4) the member's own serious health condition. The leave does not take the place of sick leave and/or maternity leave. Nor is this leave to run concurrently with sick and/or maternity leave.

- 7.092 For the purposes of this Section, eligible bargaining unit members must have worked for the District for the previous twelve (12) calendar months or one school year (184 days).
- 7.093 For the purposes of determining year of eligibility, "year" shall be defined as a "rolling" year based on the date of first occurrence of the qualifying event.
- 7.094 Bargaining unit members who take leave also are entitled to the continuation of health benefits, to be paid by the District, (at the same level normally provided by the Board) during the period of the leave.
- 7.095 The leave applies to paternity leave for fathers, adoption and foster placement, as well as to maternity leave for mothers. In all of these situations, the entitlement for childcare ends after the child reaches age one (1) or twelve (12) months after the date of adoption or foster placement.
- 7.096 Whenever possible, and/or if births, adoptions, or foster placements are foreseeable by bargaining unit members, they must provide thirty (30) days' notice to the employer of the date when leave is to begin. With respect to the family member's or a bargaining unit member's serious health condition that are foreseeable, the member must make a reasonable effort to schedule treatments at a time that does not disrupt the operation of the employer.
- 7.097 The Board may require that the bargaining unit member provide timely certification from his/her health care provider, or the health care provider of a family member as appropriate regarding 1) the date that the condition began; 2) the probable duration; 3) the necessity of leave, and the amount of time needed for such care; 4) the member's inability to perform their job functions. If doubt exists about this certification, the District may require at the District's expense, a second and/or a third health care provider to provide certification.
- 7.098 Bargaining unit members must exhaust sick leave, during such period as a valid basis for using sick leave exists, before using family medical leave; once the member is able to resume work, it is mutually recognized that the use of sick leave is no longer appropriate and the member will either return to work, go on family medical leave (if eligible), or go on some other form of unpaid leave (if eligible).

## **7.10 MILITARY LEAVE**

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and

Ohio law.

**7.11 ADOPTION LEAVE**

A bargaining unit member shall be eligible, upon the adoption of an infant child age five (5) or under, for a paid leave of absence up to a maximum of twenty (20) days. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Adoption leave may begin before or after the adoption of the child. Such paid leave will be deducted from the teacher's accumulation of unused sick leave.

**ARTICLE VIII  
WORKING HOURS AND WORK LOAD**

**8.01 WORK YEAR**

8.011 The work year for a bargaining unit member shall consist of one hundred eighty-four (184) days, divided as follows:

- A. One hundred eighty (180) days of pupil instruction, which shall include four (4) school days in which classes are dismissed one-half (1/2) day early or the equivalent amount of time during a different number of days, for the purpose of parent-teacher conferences;
- B. Two (2) days for professional meetings of bargaining unit members;
- C. One (1) work day without students at the beginning of the work year scheduled by the individual bargaining unit member. The member will notify his/her principal by email of the date and hours. The date must fall within the week immediately preceding the first student day of the year and the hours must correspond to normal work hours;
- D. One (1) records day without students at the end of the work year.

8.012 A newly employed bargaining unit member shall be required to report for one (1) day of orientation prior to the commencement of the regular school year.

8.013 Except as otherwise specified by a supplemental teaching contract or extended contract, no bargaining unit member shall be required to attend any meeting or accept any assignment other than during the work year defined above.

**8.02 WORK YEAR CALENDAR**

The Association shall have the option of providing input to the Superintendent on the work year before it is finalized by the Board.

## 8.03

### WORK DAY

- 8.031 Except as otherwise authorized in this Agreement, daily consecutive duty hours to a bargaining unit member shall not exceed seven and one half (7 1/2) hours, including the thirty (30) minute duty-free lunch period. No meeting will be scheduled during a bargaining unit member's lunch period. A member shall not be required to report for duty earlier than 7:20 a.m. nor remain on duty later than 4:00 p.m.
- 8.032 No later than September 30th, the building principal shall post a list of those bargaining unit members who will be required to assume additional bus supervisory duties under this Section in the event of severe winter weather. The list shall be designed on a rotating basis and shall specify the date upon which a particular member may be called upon to perform this service. A member required to be on duty beyond the time limits provided by Section 8.031, to perform supervisory duties shall receive compensatory time off with full pay, to be given by not later than the end of the next succeeding full payroll period.
- 8.033 Building principals will call no more than ten (10) staff meetings outside the normal workday per school year. All affected bargaining unit members shall be notified at least five (5) work days in advance of such meeting.
- 8.034 The Board will not require attendance by a bargaining unit member outside the normal workday at a departmental/curriculum/grade level meeting in excess of one (1) per month. Each affected member shall be notified five (5) work days in advance of such a meeting, except in emergencies, when notice shall not be required.
- 8.035 Meetings described in Sections 8.033 and 8.034 shall not require an affected bargaining unit member to remain in excess of one (1) hour beyond the day's normally scheduled daily duty time.
- 8.036 The Administration will not schedule meetings during that part of the regular teacher workday occurring before or after the student day, on the three (3) student days immediately preceding the end of the grading period, and the three (3) student days immediately following the end of each grading period.
- 8.037 A bargaining unit member may be required to attend one (1) Open House per school year. Open house will be ninety (90) minutes in duration.
- 8.038 Attendance outside the normal workday at all other assignments or meetings other than as provided for in Sections 8.033, 8.034 and 8.037 will be at the option of the bargaining unit member.
- 8.039 A bargaining unit member regularly assigned on a daily basis to work in more than one (1) building will not be assigned a duty outside the student day.

#### **8.04 PLANNING AND CONFERENCE TIME**

Each bargaining unit member shall receive daily planning/conference time in accordance with the following schedule:

- A. Elementary School -- At least forty (40) consecutive minutes (inclusive of student passing time) per day and in no event less than two hundred (200) minutes (inclusive of student passing time) within the work- week to be allotted over the course of the week within the student day. In addition, the member will receive no less than thirty (30) consecutive minutes within the work week from outside the student day but inside the member's work day.
- B. Middle School -- At least forty (40) consecutive minutes during the student day.
- C. High School -- At least forty (40) consecutive minutes during the student day.
- D. Part-Time Employees -- Preparation time for part-time employees shall be prorated in accordance with their scheduled hours.
- E. Upon request of a bargaining unit member assigned to the gifted and talented program, larger blocks of time may be permitted provided the two hundred (200) minutes are met per work week.
- F. For purposes of this Section, planning time means time spent in assessing student work or needs or creating classroom plans; conference time means time spent in teacher/teacher, teacher/student, teacher/parent, and/or teacher/administrator conferences.

#### **8.05 JOB SHARING**

Any staff member may propose, through the Association, a job sharing plan to the Superintendent. Such plan may be approved by the Superintendent.

#### **8.06 TRAVELING TEACHERS**

8.061 The amount of travel time for a bargaining unit member assigned to more than one (1) building in a day shall be mutually determined by the member and the Administration. If the member and the Administration cannot reach consensus on the amount of travel time, then the Superintendent will make the final determination.

8.062 The traveling teacher's schedule will include the designated "home school" of the traveling teacher.

#### **8.07 CO-TEACHING**

The Administration shall ask for volunteers to fill all co-teaching situations prior to assigning bargaining unit members. Members who become part of a co-teaching team shall be offered training. In co-teaching situations, the co-teachers will receive one-half (1/2) day of release time per quarter for collaborative purposes.

**ARTICLE IX**  
**ASSIGNMENT AND TRANSFER**

**9.01**     **PHILOSOPHY**

The Board and Association agree that assignment and transfer of bargaining unit members shall be on the basis of what is in the best interest of pupils. Whenever practicable, the desires of the individual bargaining unit member shall also be accommodated. To aid in the implementation of this, the following rules shall apply.

**9.02**     **VOLUNTARY TRANSFER**

9.021     Upon occurrence of a certificated/licensed position opening or a position opening at the administrator/supervisory level, notice of such opening will be posted in each school building by the principal of the respective building. If an opening occurs during the summer recess, the notice will be posted on the District's website and also communicated by a global email to bargaining unit members' school email address. Such posted notice shall set forth the qualifications necessary for the position, a brief description of job duties, and the present rate of compensation. However, bargaining unit vacancies (except new positions) not known to the Administration before July 15 may be filled by the Superintendent without full, formal posting by notifying Association and building representatives designated by the Association and by contacting members who have asked to be considered for that type of vacancy on the form submitted pursuant to the last paragraph of Section 9.022.

9.022     A bargaining unit member desiring to be considered for such opening shall file a written request for such consideration with the Superintendent within five (5) work days of the time of the posting of the notice. With respect to a summer recess notice, this time limit shall be extended to ten (10) calendar days after posting on the District's website; however, vacancies not known to the Administration prior to July 15 may be filled after a three-calendar-day period during which the Superintendent will attempt to contact interested bargaining unit members. The Board, acting through the Superintendent, reserves the right to contact any present bargaining unit member or other person(s) it wishes to consider for the opening, regardless of whether any other bargaining unit member or other person(s) has indicated an interest as described above.

Bargaining unit members who desire consideration for summer vacancies may file a written request specifying the type(s) of vacancies desired. A checklist form shall be provided for this purpose. A member's preferences on the forms shall not be disclosed to the member's principal unless the member is actually being considered for a transfer. The request shall specify a phone number(s) and address(es) where the member can be contacted during the summer.

9.023     A bargaining unit member who applies for an opening under this Section will

be given full consideration before a final decision on filling the position is made. The factors to be considered shall include the member's seniority (as calculated under the provisions of Article XIII of this Agreement), qualifications for the job in question, prior work history in the District, and any special or unusual educational needs that may apply. All applicants for a vacancy and the Association President shall be notified via email when the vacancy is filled. Should a member under this Section be turned down for the opening for which the member refers, such member may, upon request, schedule a conference with the Superintendent to discuss the reason(s) why another person was selected to fill the job opening.

9.024 Voluntary transfer requests will be acted upon prior to taking action in section 9.03.

### **9.03 INVOLUNTARY TRANSFER OR REASSIGNMENT**

9.031 Notice of an involuntary transfer or reassignment shall be given to the affected bargaining unit member as far in advance of the transfer or reassignment as is practicable. To the extent possible under the circumstances, any bargaining unit member transferred or reassigned under this Section shall be placed in a position equivalent to that held prior to the transfer or reassignment.

9.032 A bargaining unit member who is involuntarily transferred or reassigned may choose to resign and seek employment elsewhere. If the member wishes to resign, the Board shall hold the individual harmless of Section 3319.15 of the Ohio Revised Code.

9.033 If circumstances require that change in assignment for the next school year be made subsequent to June 1, every reasonable effort shall be made to discuss the change in assignment with the affected bargaining unit member prior to the time such change in assignment is made.

9.034 A bargaining unit member will not be assigned outside the scope of his/her teaching certificate and/or his/her major or minor field of study except for good cause.

9.035 A bargaining unit member will not be involuntarily transferred arbitrarily and capriciously. A member who is to be involuntarily transferred will, prior to the effective date of the transfer, be accorded a meeting with the Superintendent to discuss the basis of the transfer.

### **9.04 VACANCIES DURING THE SCHOOL YEAR**

When vacancies in bargaining unit positions occur during the school year, the position(s) may be posted at that time according to the provisions of Section 9.02 or a substitute may be hired at the discretion of the Superintendent. If a substitute is hired to fill the position for the remainder of the year, and if the position is to be filled for the following year, the position will become a vacancy at the end of the school year. The posting for such a position will be made no later than June 1 for the subsequent school

year.

**ARTICLE X**  
**WORKING CONDITIONS**

**10.01**     **CLASS SIZE**

Recognizing the impact of class size upon bargaining unit members and upon educational programs, the parties agree that any bargaining unit member shall be entitled to make advisory recommendations on this subject to administrative personnel and/or the Board. The Administration will consider any such recommendation, explore with the member the options for addressing the issue, and respond to the recommendation in writing with its rationale. In addition, in recognition of the special implications of this issue at the elementary level, the elementary principals will collaborate in an effort to identify and foster common practices.

**10.02**     **INSTRUCTIONAL MATERIALS**

A requisition(s) submitted by a bargaining unit member for instructional materials and supplies shall be acted upon within twenty (20) working days of its submission. Written notice of the action taken on such requisition shall be forwarded to the bargaining unit member who made the submission.

**10.03**     **FACILITIES**

10.031 Each school building shall have the following facilities:

- A. a serviceable desk chair, desk, filing facilities with two (2) drawers for each bargaining unit member whose primary assignment is to the building; and
- B. well lighted, clean, workable restrooms separate from the student restrooms.

10.032 An adequate number of parking spaces shall be provided for all bargaining unit members. Every reasonable effort will be made to keep these spaces and sidewalks clear of snow and ice.

**10.04**     **SPECIAL EDUCATION IEPs/ALTERNATE ASSESSMENTS**

Special education teachers, tutors, or speech therapists who have the responsibility of developing and writing Individual Education Programs (IEP) and/or Alternate Assessments shall be given at least two (2) release days each year for the purpose of conferring with parents and writing the IEPs and/or Assessments. They shall perform such functions on these release days. Additionally, special education teachers responsible for the writing and development of IEPs who schedule after-school conferences at times other than the regularly scheduled parent/teacher conferences day(s) shall be excused from attendance at the parent conference activities with the understanding that such teachers are responsible for scheduling their own

parent/teacher conferences.

**10.05 TRAINING FOR SPECIAL PROCEDURES**

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive prior training appropriate to the particular procedure.

**ARTICLE XI  
EVALUATION**

**11.01 EVALUATION PROCEDURE DEFINED**

The evaluation procedure established in this article conforms to the framework for the evaluation of teachers developed pursuant to Sections 3319.111 and 3319.112 of the Ohio Revised Code.

**11.02 PURPOSE**

The purposes of teacher evaluation are:

- A. To serve as a tool to advance the professional development of teachers.
- B. To inform instruction.
- C. Identify areas for refinement and reinforcement.
- D. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

**11.03 DEFINITIONS**

11.031 "OTES"- Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

11.032 "Teacher"- Teacher means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

D. A permit issued under ORC Section 3319.301.

- 11.033 “Credentialed Evaluator” – Each teacher subject to evaluation will be evaluated by a person who:
- A. Meets the eligibility requirements under ORC Section 3319.111(D); and
  - B. Holds a credential established by the Ohio Department of Education for a teacher evaluation; and
  - C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
  - D. Is a full-time administrator of the District, preferably the teacher’s building administrator. If circumstances arise where it becomes necessary for the District to employ outside credentialed evaluators, the Superintendent shall notify the Association President prior to Board action to employ the outside credentialed evaluator(s).
- 11.034 “Core Subject Area” – Refers to reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.
- 11.035 “Student Growth” – Student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- 11.036 “Student Learning Objectives” (SLOs”) – Include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
- 11.037 “Shared Attribution Measures” – Student growth measures that can be attributed to a group.
- 11.038 “Value-Added” – Refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on state issued standardized assessments.
- 11.039 “Vendor Assessment” – Refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

**11.04 TRAINING**

Annual updates on the teacher evaluation framework and system will be provided to bargaining unit members by the Evaluation Committee prior to September 30.

**11.05 CRITERIA FOR PERFORMANCE ASSESSMENT**

11.051 Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective

11.052 A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

**11.06 ASSESSMENT OF TEACHER PERFORMANCE**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise a percentage in accordance with Ohio law of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. Understanding student learning and development and respecting the diversity of the students they teach;
- B. Understanding the content area for which they have instructional responsibility;
- C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. Planning and delivering effective instruction that advances individual student learning;
- E. Creating learning environments that promote high levels of learning and student achievement;
- F. Collaborating and communicating with students, parents,

other educators, district administrators and the community to support student learning; and

- G. Assuming responsibility for professional growth, performance and involvement.

## **11.07 WALKTHROUGHS**

- 11.071 A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
  - A. Instruction is developmentally appropriate;
  - B. Learning Outcomes and goals are clearly communicated to students;
  - C. Varied instructional tools and strategies reflect the students needs and learning objectives;
  - D. Content presented is accurate and grade appropriate;
  - E. Teacher connects lesson to real-life applications;
  - F. Instruction and lesson activities are accessible and challenging for students,
  - G. Lesson content is linked to previous and future learning;
  - H. Classroom learning environment is safe and conducive to learning;
  - I. Teacher provides students with timely and responsive feedback;
  - J. Instructional time is used effectively;
  - K. Routines support learning goals and activities; and
  - L. Multiple methods of assessment of student learning are utilized to guide instruction.
- 11.072 Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- 11.073 The walkthrough shall be at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- 11.074 Data gathered from the walkthrough must be placed on the designated form and will be sent to the teacher after the walkthrough within three (3) work days.

## **11.08 PROCEDURES FOR EVALUATIONS**

- 11.081 Teachers whose limited contracts are up for renewal, teachers who have given timely notice for consideration of issuance of a continuing contract, teachers who are under consideration for non-renewal, and teachers whose last evaluation was ineffective shall receive three (3) formal observations during the school year. The first formal observation shall be completed by not later than the end of the first semester.
- 11.082 Teachers who are outside the parameters in Section 11.091 shall be observed at least two (2) times before their summative evaluation which is to be completed by May 10. Observations under this provision and 11.091

above will be completed by May 1.

- 11.083 A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

**11.09 FORMAL OBSERVATIONS**

- 11.091 The first formal observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. Additional conferences prior to formal observations in the evaluation cycle may be requested by the administrator or teacher.
- 11.092 Formal observations required by Section 11.09, above, shall be for a duration of at least thirty (30) consecutive minutes.
- 11.093 Within ten (10) days of each formal observation, the evaluator shall prepare a written observation report and meet with the teacher to discuss the observation. The teacher shall receive the written observation report at least one (1) day prior to the observation conference.
- 11.094 The evaluator will not, without the employee's consent, use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member. This provision does not preclude the evaluator from electronically recording notes, impressions and comments.
- 11.095 Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) days, on staff development release time days, on the first or last day of a grading period, or on the day of the Halloween party, Christmas party, or Valentine's Day party.

**11.10 CRITERIA FOR STUDENT GROWTH MEASUREMENT**

- 11.101 Student growth measures shall account for a percentage in accordance with Ohio law of a teacher's evaluation. In light of still-evolving OTES principles and requirements and in facilitation of transitioning to OTES, the Board agrees to utilize District-wide shared attribution (that is, the District's overall value-added rating) until such time as the Evaluation Committee established under Section 11.18 of this Article recommends otherwise or the Ohio Department of Education requires otherwise. If the Department should preclude such shared attribution, the Evaluation Committee will promptly meet and formulate recommendations on how to proceed. It is mutually understood that the shared attribution described above will in any event become inoperative upon the expiration of this Agreement.
- 11.102 In determining student growth measures, the Board adopts the Ohio

Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time.

- 11.103 The following categories shall be used to determine this aspect of a teacher's evaluation, depending upon the instructor involved:
- A1: Teachers instructing in value-added subjects exclusively<sup>1</sup>;
  - A2: Teachers instructing in value-added courses, but not exclusively<sup>2</sup>;
  - B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
  - C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>
- 11.104 Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process.
- 11.105 Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.
- 11.106 When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.
- 11.107 When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

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<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

<sup>2</sup> For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

<sup>3</sup> If used, only one "shared attribution" measure can be utilized per instructor.

11.108 An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. SLO's will be reviewed and approved by the Evaluation Committee.

11.109 Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. Above
- B. Expected
- C. Below

**11.11 FINALIZATION OF EVALUATION**

11.111 Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

|                |          | <b>TEACHER PERFORMANCE</b> |                       |                          |                           |
|----------------|----------|----------------------------|-----------------------|--------------------------|---------------------------|
|                |          | <b><u>Accomplished</u></b> | <b><u>Skilled</u></b> | <b><u>Developing</u></b> | <b><u>Ineffective</u></b> |
| Student Growth | Above    | Accomplished               | Accomplished          | Skilled                  | Developing                |
|                | Expected | Skilled                    | Skilled               | Developing               | Developing                |
|                | Below    | Developing                 | Developing            | Ineffective              | Ineffective               |

11.112 A copy of the summative evaluation report will be given to the teacher at least one (1) day prior to the evaluation conference. The evaluation conference will be held within ten (10) days of the final observation. This timeline may be extended if the bargaining unit member or evaluator is absent.

11.113 The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's

signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

- 11.114 A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

## **11.12 PROFESSIONAL GROWTH PLAN**

- 11.121 Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.
- 11.122 Teachers rated Accomplished will develop a professional growth plan and may choose their credentialed evaluator, from those evaluators available to the Board for this purpose, for the evaluation cycle as set forth in this Agreement.
- 11.123 Teachers rated Proficient or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in the collective bargaining agreement.
- 11.124 Professional growth plans for a school year shall be developed no later than September 15.
- 11.125 Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.
- 11.126 The Board shall provide for the allocation of financial resources to support professional development as set forth in this agreement.

## **11.13 IMPROVEMENT PLANS**

- 11.131 A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation. Teachers with an Ineffective rating will develop an improvement plan with their credentialed evaluator.
- 11.132 The professional improvement plan shall include:
- A. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,
  - B. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

- C. The district will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan.
- 11.133 The evaluator involved shall assist the teacher in correcting identified deficiencies.
- 11.134 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.
- 11.135 The District will provide the teacher with trained peer assistants as appropriate. The peer assistants will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- 11.136 Once a teacher receives a rating of Developing or higher, the teacher will no longer be under an improvement plan.

**11.14 PEER ASSISTANCE FOR TEACHERS ON AN IMPROVEMENT PLAN**

- 11.141 The District will provide teachers under an improvement plan with a trained peer assistant who is not the credentialed evaluator. The peer assistant will be provided release time to allow for meetings and/or observations with the teacher.
- 11.142 Role of Peer Assistant
- A. The peer assistant must have continuing contract status and have a minimum of ten (10) consecutive years of teaching experience in the district.
  - B. The peer assistant must be trained to act as a mentor through the Ohio Department of Education.
  - C. The peer assistant must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.
  - D. The peer assistant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
  - E. The peer assistant does not have a formal evaluation role. The peer assistant's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
- 11.143 Each peer assistant shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time

covered under this Agreement and shall be coordinated by the building administrator.

11.144 Protections

- A. Other than a notation to the effect that a teacher served as a peer assistant, the teacher's activities as a peer assistant shall not be part of that staff member's evaluation.
- B. A peer assistant shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- C. No peer assistant shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- D. All interaction, written or oral, between the peer assistant and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the peer assistant shall constitute grounds for immediate removal from his/her role as a peer assistant.

**11.15 DUE PROCESS**

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

**11.16 PERSONNEL ACTION REQUIREMENTS**

11.161 Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

11.162 If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense as long as the cost is reasonable, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

11.163 The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. Failing to complete all required written examinations under this section;

- B. A failing score on a written examination(s) taken pursuant to this section;
- C. A rating of “ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. Failure of a teacher to complete the required professional development.

11.164 Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

11.165 No teacher shall be responsible for the cost of taking an examination set forth above.

**11.17 EVALUATION COMMITTEE**

11.171 The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending changes to the Association and Board bargaining teams in the policy, procedure and process for the evaluation of teachers in the District. The first duty of the Evaluation Committee is to recommend all forms to be used in the evaluation of all bargaining unit members including evaluation instruments and rubrics to the Association and Board bargaining teams.

11.172 The committee shall be comprised of three (3) teachers appointed by the Association president and three (3) administrators appointed by the Superintendent.

11.173 Committee members shall serve two (2) year terms.

11.174 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

11.175 Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

11.176 Committee agendas will be developed jointly by the co-chairpersons of the committee.

11.177 All decisions of the committee will be achieved by consensus.

- 11.178 At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.
- 11.179 Members of the committee will receive release time for committee work and training.
- 11.1710 Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.
- 11.1711 Any committee work performed outside of the contractual work day will be paid at a rate of \$25 per hour.
- 11.1712 The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

**11.18 PROCEDURES FOR NON-OTES MEMBERS**

Non-OTES bargaining unit members will be evaluated by procedures and instruments developed by the Evaluation Committee, utilizing the statutory time frames (i.e., May 1, May 10, June 1).

**11.19 NON-RENEWAL**

- 11.191 If the Superintendent is to recommend to the Board a non-renewal of a bargaining unit member's limited contract for reasons related to an evaluation(s), the evaluation(s) shall have been conducted pursuant to Article XI and the member will be so notified at least five (5) scheduled work days prior to the date of the Board meeting when action will be taken. The member may discuss the matter with the Board at the Board meeting in executive session. The member may have the Association representative (or counsel) of his/her choice present.
- 11.192 Limited contracts of bargaining unit members with five (5) or more years' experience in the District shall not be non-renewed for "arbitrary and capricious" reasons.
- 11.193 Notice of Board action to non-renew a limited contract shall be received on or before June 1 by hand delivery or certified mail. This provision does not apply to supplemental contracts in light of their automatic non-renewal under Ohio law and Section 5.02 of this Agreement.

**11.20 EFFECT OF PROCEDURES**

This non-renewal procedure prevails over the statutory provisions of Sections 3319.11 of the Ohio Revised Code. This Article shall not be grievable except for procedural aspects.

**ARTICLE XII**  
**INDIVIDUAL RIGHTS**

**12.01 PAYROLL DEDUCTIONS**

12.011 In addition to those deductions required by law for Local, State and Federal income taxes and the Ohio State Teachers Retirement System, each bargaining unit member shall be entitled to the following payroll deductions:

A. Tax Sheltered Annuities

The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b) and Section 457(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403 (b) and/or IRC Section 457(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403 (b) -1 (b) (3) and/or IRC Section 457(b). Employees must make their elections in writing.
2. Employees are responsible for limiting the amount of their contributions to the IRC limits and must sign the certification that is Appendix E to this contract. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
3. In accordance with Section 9.91 of the Ohio Revised Code, the Board requires that five (5) employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity, not to exceed 12.
4. In accordance with Section 9.91 of the Ohio revised Code, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.
5. The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.

B. Insurance Coverage

Payroll deductions for coverage will be made upon submission to the Treasurer of a written authorization by the affected bargaining unit member. The Treasurer shall forward authorized deductions to the Company without undue delay. Subject only to the restrictions and conditions imposed by the Company, if any, authorization of such deductions may be revoked at the will of the affected member by submission of written notice to the Treasurer.

C. Political Contributions

1. Upon the voluntary written authorization of a bargaining unit member, the Board will deduct from the member's salary the authorized amount for any of the purposes permitted in Ohio Revised Code Section 3599.031.
2. The minimum deduction is established at a rate of three dollars (\$3.00) per pay (but not more than twice in any month) beginning in October and ending in July (20 pays).
3. Money so deducted will be forwarded promptly to the political organization(s) designated by the member.

D. STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for employee buy-back of qualifying STRS credit in compliance with Section 3307.70 of the Ohio Revised Code, STRS rules, and IRS requirements. All bargaining unit members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions.

**12.02 PERSONNEL FILE**

12.021 All personnel files shall be filed in the office of the Superintendent.

- 12.022
- A. A bargaining unit member shall have the right, upon request to the Superintendent, to inspect his/her personnel file. A request to inspect a personnel file will be granted as soon as practicable and in no event more than three (3) working days after such request is received.
  - B. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such reviews.
  - C. If any person, other than the Superintendent, Board members, the bargaining unit member's supervisor or other administrator seeks to review the personnel file of a bargaining unit member, the member and

the Association shall be notified at least twenty-four (24) hours in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. The member shall have the right to be accompanied by a representative of his/her choice.

- 12.023 All personnel records shall be kept up to date and on file for reference at all times. A bargaining unit member has the responsibility to supply current information to the Superintendent on items such as transcripts, teaching certificates/licenses, and tuberculosis chest x-ray tests.
- 12.024 No data may be physically removed from a personnel file. Information may, however, be copied at no cost to the bargaining unit member for the first twenty (20) pages and a cost thereafter not to exceed fifteen (15) cents per page.
- 12.025 A bargaining unit member shall be given a copy of all material, which is directed toward him/her and subject to inspection under this Article, prior to such material becoming part of his/her personnel file.
- 12.026 A bargaining unit member shall have the opportunity to reply to such written material in a written statement, which shall be attached to and become a part of his/her personnel file.
- 12.027 Anecdotal records, reprimands, letters from parents or school officials or other school personnel, as long as such records, reprimands, or letters do not establish a repetitive type of behavior, shall be removed from the personnel file after three (3) full school years.
- 12.028 Anonymous letters or materials shall not be placed in any bargaining unit member's file nor shall they be made a matter of record. Each item included in the file from officials of the school district shall be dated and signed by those who submitted such items for the file.
- 12.029 No records indicating students' performance on standardized tests will be placed or maintained in the personnel file.
- 12.0291 After inspection, the bargaining unit member shall have the right to protest the file's information's accuracy, relevance, timeliness, or completeness as is necessary to assure fairness in any determination made with respect to him/her on the basis of the information. The member shall also have the right to submit evidence to the Superintendent to substantiate the claim. After review by the Superintendent, the protested information will be destroyed if the bargaining unit member's position is accepted.

### **12.03 ADMISSION TO CO-CURRICULAR ACTIVITIES**

The Board will continue its practice of furnishing each bargaining unit member a staff pass entitling the member to two (2) free tickets to any co-curricular activity sponsored by the Board.

## **12.04 RIGHT TO REPRESENTATION**

Bargaining unit members shall have the right to be represented by the Association at any investigative or disciplinary meeting with the Administration. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representatives and the identity of the representatives. Should a meeting become disciplinary in nature, a member may request adjournment until appropriate representation is available.

## **12.05 RESIDENT EDUCATOR PROGRAM**

The Resident Educator Committee will revise the District's Entry Year Program to meet the new ODE requirements by October 1, 2013.

### **12.051 Resident Educator Committee Structure**

The Association shall select its representatives to serve on the Resident Educator Committee.

The Superintendent shall select the administrative representatives for the Resident Educator Committee.

The Committee, consisting of equal numbers of classroom teachers and administration, shall determine when, where and the number of meetings necessary to fulfill its purpose.

The Resident Educator Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines, and all applicable laws and rules.

### **12.052 Release Time/Compensation**

Resident Educator Committee members for the Association shall be provided release time to attend committee meetings. In addition, committee members shall be compensated at an hourly rate of .0008% of the BA base salary for committee work/training beyond the regular school day.

### **12.053 Confidentiality**

Mentors shall communicate directly with the Resident Educator teacher/bargaining unit member and shall hold all information in strict confidence. All interaction written and verbal between the mentor and Resident Educator bargaining unit member (mentee) shall be confidential information.

No mentor shall participate in any formal or informal contractual evaluation of his/her mentee.

No mentor shall be directed, required, or requested to make any

recommendation regarding the employment of his/her mentee.

- 12.054 Resident Educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

Mentor Compensation

The mentor teacher shall be compensated at the following rates:

Co-curricular Level VI – Nationally Board Certified Teachers  
Co-curricular level VIII-Non-Nationally Board Certified Teachers

**ARTICLE XIII**  
**REDUCTION IN FORCE**

**13.01** **REASON FOR REDUCTION IN FORCE**

The Board may implement a reduction in force in accordance with Section 3319.17 of the Ohio Revised Code.

**13.02** **ATTRITION**

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements insofar as is practicable, for bargaining unit members who retire or resign. The parties recognize, however, it may be necessary to hire some replacements for some positions if other members do not possess the certification/licensure for the position and the position is one that needs to be filled. The parties further recognize that attrition may not be sufficient to accomplish a full reduction in force.

**13.03** **SUSPENSION OF CONTRACTS**

Reduction not achieved through attrition may be made by suspending employment contracts. Within the teaching field affected, continuing contract employees shall have a preference over limited contract employees. The Board shall not give preference to any member based on seniority as defined in Section 13.04, except when making a decision between members who have comparable evaluations. All bargaining unit members shall be considered to be comparable for the 2013-2014 school year. Afterward, the procedures for defining comparability in Section 13.07 will take effect.

A member suspended because of a reduction in force shall be given written notice stating the reason(s) for such reduction. If the reduction is to become effective with the start of the ensuing school year, such written notice will be given to the member by not later than May 15; however, if the reduction is based on a member's return from a leave of absence of which the Administration was not aware as of May 15, such notice will be given as soon as practicable under the circumstances.

**13.04**      **SENIORITY**

Length of continuous service will be measured on the basis of length of actual uninterrupted service in the District starting with the first day worked. Length of continuous service will not be interrupted or affected by an authorized leave of absence. Continuous service of a bargaining unit member who has returned to the District following resignation or other termination of employment will be measured from the first day worked on the return to service. If bargaining unit members have the same length of continuous service, the tie will be broken (A) by the earlier date of the Board meeting at which the member was hired, then (B) by the earlier date on the member's employment application (if available) that led to employment in the bargaining unit, then (C) by lot in the presence of the Association President or designee.

**13.05**      **OFFER OF REINSTATEMENT**

13.051    A bargaining unit member whose limited teaching contract is suspended in order to effect the reduction in force shall be offered reinstatement should an opening occur in the course of that school year, or the two (2) immediately succeeding school years, for which he/she has the necessary certification/licensure. The aforesaid two (2) year limitation shall not apply in the case of a member whose continuing teaching contract is suspended. Openings will be offered to members in the inverse order of the suspension of their contracts except to the extent otherwise required by law. It is the member's obligation to keep the District advised in writing of a telephone number and mailing address at which he/she can be reached. The Board shall have no obligation to reinstate or offer reinstatement to a member who has been offered and who declines reinstatement for any opening, provided that a member laid off from a full-time position shall not be required to accept a part-time or tutor position.

13.052    No bargaining unit vacancy or new position will be filled until the procedure appearing in 13.051 above has been complied with.

**13.06**      **RESTORATION OF BENEFITS**

All benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education. A member will not receive increment credit for the time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure. Increment credit for teaching in another District or substituting shall be according to Article IV.

**13.07**      **COMPARABILITY PROCEDURE**

If the Board intends, because of the "comparable evaluations" provision of Section 3319.17 of the Ohio Revised Code, to deviate from seniority in suspending a

bargaining unit member's contract, the Board will give the Association President advance written notice of such intent. Representatives of the Association and the Board shall meet and confer within fourteen (14) days in an effort to clarify and agree on the specific scope of any such deviation; if the parties are unable to agree, and the member(s) adversely affected by the Board's intended deviation from seniority wishes to challenge the deviation, the parties shall (notwithstanding Article III of this Agreement) promptly submit the dispute to binding arbitration under the American Arbitration Association's Expedited Labor Arbitration Rules for a determination of whether the Board's intended deviation is proper under the statute's "comparable evaluations" requirement. In any arbitration under this Article, it is mutually recognized and agreed that (A) the arbitrator is to focus on the comparability of evaluations in light of applicable law, and (B) the arbitrator is deciding only the specific case before him/her on a non-precedent basis for other cases that may arise.

#### **ARTICLE XIV** **ASSOCIATION RIGHTS**

##### **14.01**     **NO REPRISAL**

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

##### **14.02**     **ASSOCIATION LEAVE**

14.021    The Superintendent shall grant an accumulative total of up to thirteen (13) days leave per school year to members of the Association, to conduct any business of the Association. The Association President may request up to two (2) additional days per school year for him/herself or other members to conduct required HEA activities. The Association shall reimburse the Board for the substitute teacher's salary and STRS contribution for these additional days.

14.022    The Association President shall notify the Superintendent of the dates such bargaining unit members will be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

14.023    The Association President shall receive one (1) additional planning period during the student day each day to conduct Association business.

##### **14.03**     **ACCESS TO BUILDINGS**

Representatives of the Association will have access to all school buildings and to all bargaining unit members, provided that the exercise of the right does not interfere with the educational program.

**14.04**      **AVAILABILITY OF INFORMATION**

The Board will, upon reasonable request, provide the Association with data as well as assist it in developing informed and constructive programs on behalf of bargaining unit members. The Board will also provide the Association with such information as is reasonable and necessary for the Association to process grievances under this Agreement. The Superintendent (or designee) will provide the Association President with a copy of a seniority list on or about February 1 that includes:

- A.      The bargaining unit member's area(s) of certification/licensure;
- B.      The member's employment date; and
- C.      Comparable information on any administrative employee who holds a teaching contract in the District by operation of law.

**14.05**      **BOARD MINUTES**

The Association President and Vice President, will be provided with an email from the Treasurer's office when copies of minutes of official meetings of the Board and any other documents that are distributed to Board members at official meetings, are posted on the District website. The Treasurer's office will also send an email to the above individuals when the official agenda of each Board meeting, and any related attachments, are available on the District's website.

**14.06**      **USE OF BUILDINGS**

The Association and its representatives will have the right to use school buildings without cost at reasonable times for meetings. When special custodian services are required, the Board may charge the Association the actual cost of such services. The principal of the building in question shall receive at least three (3) work days advance notice of the time and place of such meeting(s).

**14.07**      **BULLETIN BOARDS**

Bulletin board space will be made available to the Association for its exclusive use in the faculty lounge in each school building.

**14.08**      **USE OF SCHOOL MAIL**

The Association will have the right to:

- A.      place an Association identification on the school mailbox of each Association member;
- B.      place notices, circulars and material in the mailboxes of each bargaining unit member; and
- C.      use the inter-school mail system to distribute material of the type described above.

**14.09 NEW AND RETIRING BARGAINING UNIT MEMBERS**

The Association President will be provided with the name and address of all new and retiring bargaining unit members as soon as the information is available.

**14.10 PROFESSIONAL ORGANIZATION STIPEND**

The HEA President, Vice President, Secretary and Treasurer will be paid a stipend as specified by the HEA. The HEA shall reimburse the Board for the entire cost of such stipends.

**14.11 ASSOCIATION DUES**

14.111 The Association shall certify to the Board, not later than September 1 of each year, the current amount of Association dues. By not later than September 30th of each school year, the Board shall furnish the Association President a list of those bargaining unit members who have voluntarily authorized payroll deduction of Association dues. If authorized in writing to the Treasurer, dues will be deducted beginning in October in equal installments over the remaining paydays in the school year. Employee authorization shall be continuing from year to year unless, between September 1 and September 15, the employee advises the Treasurer in writing that authorization is being withdrawn.

14.112 The balance of the annual dues deduction shall be deducted from the final pay of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated during the school year.

**14.12 FAIR SHARE FEE**

14.121 The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement. Bargaining unit members who, as of January 1, 2009, were not members of the Association will not be required to pay a fair share fee. 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.

14.122 Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, and a list of Fair Share Fee payers 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 Agreement.

14.123 Payroll deduction of such annual fair share fees shall commence on the first pay in January continuing through July. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the pays for that school year.

- 14.124 The Board Treasurer 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. The balance of the annual Fair Share Fee shall be deducted from the final pay check of the bargaining unit fee payer resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 1 of any school year during the duration of this Agreement.
- 14.125 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure 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.
- 14.126 The Association recognizes its obligation to fairly and equitably represent all bargaining unit members whether or not they are members of the Association.
- 14.127 The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give ten (10) days written notice of any claim made or action filed against the employer 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 employer;
  3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
  4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

**ARTICLE XV**  
**GENERAL**

**15.01 NON-DISCRIMINATION**

The Board and Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bargaining unit members or in the application or administration of this Agreement or any other rule, regulation, or policy relating to terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**15.02 DEFINITION(S)**

The term "Superintendent" is understood to mean the local Superintendent or his/her designated representative. The term "Treasurer" is understood to mean Treasurer or the Treasurer's designated representative.

**15.03 SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any person(s), conflicts with any federal or state law, regulation, ruling, or order, now or hereinafter enacted or issued, such provision(s) or application shall be inoperative, but all remaining provisions shall continue in effect. Upon request of either the Association or the Board, within ten (10) calendar days after such enactment or issuance, the parties will meet solely for the purpose of negotiating the provision(s) affected.

**15.04 AGREEMENT REPRODUCTION**

Copies of this Agreement will be printed and distributed to each bargaining unit member. The cost shall be shared equally by the Board and the Association. A newly hired bargaining unit member will promptly be furnished a copy of this Agreement.

**15.05 WORK DAYS**

When used in this Agreement 'work days' shall include all days of the summer vacation except weekends and state recognized holidays.

**ARTICLE XVI**  
**BOARD RIGHTS**

Except as modified by the terms of this Agreement the Board reserves and retains all legal authority to manage the affairs of the District.

**ARTICLE XVII**  
**DRUG FREE WORKPLACE**

**17.01** No employee engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be nonrenewed or employment may be suspended or terminated, at the discretion of the Board.

Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with this Agreement and applicable state laws.

**ARTICLE XVIII**  
**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A Local Professional Development Committee composed of seven (7) members shall be established with District-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

- A. Membership on the LPDC shall consist of three (3) members appointed by the Superintendent, and four (4) members appointed by the Association; with respect to Association-appointed members, there will be an equitable representation of grade levels and areas of licensure. One (1) of the bargaining unit members and one (1) of the members appointed by the Superintendent will co-chair the Committee.
- B. Vacancies will be filled by the Superintendent or Association, whichever applies.
- C. Members shall serve two-year terms.
- D. The Committee shall determine the frequency, time, and place of all LPDC

related sessions. All meetings must be held with a quorum present to be official. Any meetings scheduled during the school day must be approved by the Superintendent in advance.

- E. Association-appointed members, other than the Co-chair, shall be compensated for related activities at the rate of one thousand three hundred dollars (\$1,300) per school year (one half on the second pay in November and one half on the second pay in June) for activities outside of the school year and/or school day, and it is mutually agreed that no supplemental contract will need to be executed with any employee for this purpose. The Co-Chair will be paid a supplemental of one thousand five hundred dollars (\$1,500).

Decisions of the LPDC are not grievable under Article III of this Agreement. Actions of the LPDC will not be part of any bargaining unit members' evaluation under Article XI of this Agreement and LPDC records will be maintained separate from an employee's personnel file.

## **ARTICLE XIX**

### **EMPLOYMENT OF STRS RETIREES**

- 19.01** This Article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.01 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
- 19.011 For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with Article IV, Section 4.02 of this Agreement. The Superintendent shall determine the years of experience placement for each retiree.
  - 19.012 The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract of a multi-year limited contract.
  - 19.013 The sole requirement for effecting the nonrenewal of the employee's limited contract and severing the employment relationship upon expiration of the contract is receipt by the employee of written notice of nonrenewal on or before June 1 of the school year to which the contract applies. The procedures appearing in Section 3319.11 of the Ohio Revised Code, including the post-nonrenewal procedures appearing Section 3319.11(G), shall not apply to any such contract non-renewal.
  - 19.014 Upon employment, the employee will be credited with zero (0) years of

seniority and will not thereafter accrue seniority.

19.015 The employee is not eligible to participate in any insurance fringe benefits offered to bargaining unit employees under Article VI of this Agreement unless insurance is not available through the State Teachers Retirement System. The employee will be provided liability insurance coverage in accordance with Article VI, Section 6.02 of this Agreement. If STRS insurance is available, the District will pay up to fifty dollars (\$50.00) toward the monthly STRS Health Premium on behalf of the retiree.

**19.02** The employee will in no event qualify for severance pay under Article IV, Section 4.06 of this Agreement or sabbatical leave under Article VII, Section 7.08 of this Agreement.

**19.03** A teacher who has already received STRS retirement payments may not qualify for any early retirement incentive.

## **ARTICLE XX** **DISCIPLINE**

**20.01** The Board and Administration agree to follow traditionally recognized principles of progressive discipline with the understanding that some or all preliminary levels of discipline may be bypassed depending on the severity of the offense and any other relevant surrounding circumstances. The disciplinary levels are :

Verbal warning  
Written reprimand  
Suspension without pay  
Termination.

**20.02** No bargaining unit member will be disciplined by the Board or Administration arbitrarily or capriciously.

**20.03** Sections 3319.16 and 3319.161 of the Ohio Revised Code shall exclusively apply to and control any termination or suspension without pay imposed under Section 3319.16 pending the outcome of termination proceedings. Other discipline is reviewable under the grievance procedure appearing in Article III of this Agreement.

**ARTICLE XXI**  
**MASTER TEACHER**

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

Teachers who meet the requirements and are awarded Master Teacher status shall be compensated with a one-time lump sum payment of \$500, less applicable payroll withholdings.

The District will remain in the Medina County Master Teacher Consortium unless the Superintendent and Association President agree otherwise. The Association President shall appoint teacher member(s) to the consortium. These teacher(s) shall receive release time during the workday to meet with the consortium, and consortium meetings will not be scheduled outside the workday.

If the parties agree to leave the above consortium then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:

1. Facilitate the application process;
2. Confirm candidate's eligibility;
3. Review Master Teacher applications; and
4. Determine the District's Master Teachers.

The Committee shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent.

Committee members shall be properly trained. Training will occur within the workday and release time will be granted.

The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

**ARTICLE XXII**  
**DURATION AND RATIFICATION**

**22.01      DURATION**

Except as otherwise specified in this agreement the provisions of this agreement shall become effective July 1, 2013 and shall remain in full force and effect until 12:00 o'clock midnight June 30, 2016.

**22.02      CERTIFICATE OF RATIFICATION**

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

**HIGHLAND EDUCATION ASSOCIATION**

**BOARD OF EDUCATION HIGHLAND  
LOCAL SCHOOL DISTRICT**

By: Melany Malquest  
Its President

[Signature]  
Its President

By: Mary E. Bunn  
Its Bargaining Team Chairperson

Catherine Anderson  
Its Superintendent

By: [Signature]  
Bargaining Team Member

[Signature]  
Its Treasurer

By: Rebecca E. Watson  
Bargaining Team Member

[Signature]  
Bargaining Team Member

By: Dary J. Kovich  
Its Bargaining Team Spokesperson

[Signature]  
Its Bargaining Team Spokesperson

## **MEMORANDUM OF UNDERSTANDING**

### **Health and Safety**

The Board agrees to provide information to the members each school year as to the function of the Health and Safety Committee. Additionally, members will be provided with a list of members of the Health and Safety Committee and procedures for reporting to the committee. The Association president may appoint at least one member to the Health and Safety Committee.

## **SUPPLEMENTAL AGREEMENT**

### **Early Retirement Incentive**

This Agreement supplements the current collective bargaining agreement between the Highland Local School District Board of Education ("Board") and the Highland Education Association OEA/NEA ("Association") and shall become effective upon ratification by the Board following execution by the Association. Consistent with their mutual desire to implement an early retirement incentive system prior to the expiration of their current Agreement and to maintain such a system through the life of the Agreement, the Board and Association hereby agree as follows:

1. A bargaining unit member who satisfies the eligibility requirements of this Agreement will receive a one-time payment of Twelve Thousand Dollars (\$12,000.00) in accordance with the following terms.
2. A bargaining unit member who is or will become eligible for service retirement under the provisions of Section 3307.38 of the Ohio Revised Code must retire at the end of the school year in which he or she first becomes eligible and will receive payment under this Agreement if, and only if, the employee both (A) submits written notice to the Treasurer by not later than May 1 of the year he or she intends to retire, and (B) actually retires under Chapter 3307 of the Revised Code as of the end of the school year. A bargaining unit member first eligible for service retirement by virtue of achieving 30 years of service during the life of this agreement, but who did not elect to participate in the incentive in a prior school year when he/she first satisfied the 25 years of service at age 55 prong, may participate in the incentive if the employee submits written notice to the Treasurer by June 3 of the year in which he/she first becomes eligible for STRS retirement with 30 years of service and actually retires as of the end of that year.
3. Payment to an eligible employee under this Agreement will be made in one (1) lump sum, less applicable payroll withholdings, by not later than the second regularly scheduled pay day following notice to the Treasurer from the Ohio State Teachers Retirement System that the employee has in fact retired.
4. If an eligible employee is working a regular part-time schedule during the last year of employment by the Board, his/her one-time payment under this Agreement will be prorated in proportion to the percentage that the part-time schedule bears to that of a full-time employee.
5. This Agreement is intended to operate independently of the severance pay provisions of Article IV, Section 4.06 of the parties' current collective bargaining agreement and any successor agreement.
6. Any alleged violation of this Agreement or dispute with respect to its meaning or application shall be handled in accordance with the grievance and arbitration provisions of Article III of the parties' current collective bargaining and any successor Agreement.
7. This Agreement shall expire with the expiration of the Negotiated Agreement between the Highland Board of Education and the Highland Education Association.

APPENDIX A -1  
 HIGHLAND LOCAL SCHOOLS  
 SALARY INDEX

| STEP | BA     | BA+15  | BA+30  | MA     | MA+15  | MA+30  |
|------|--------|--------|--------|--------|--------|--------|
| 0    | 1.0000 | 1.0460 | 1.0920 | 1.1350 | 1.1850 | 1.2350 |
| 1    | 1.0450 | 1.0920 | 1.1380 | 1.1850 | 1.2350 | 1.2850 |
| 2    | 1.0900 | 1.1380 | 1.1840 | 1.2350 | 1.2850 | 1.3350 |
| 3    | 1.1350 | 1.1840 | 1.2300 | 1.2850 | 1.3350 | 1.3850 |
| 4    | 1.1800 | 1.2300 | 1.2760 | 1.3350 | 1.3850 | 1.4350 |
| 5    | 1.2250 | 1.2760 | 1.3220 | 1.3850 | 1.4350 | 1.4850 |
| 6    | 1.2700 | 1.3220 | 1.3680 | 1.4350 | 1.4850 | 1.5350 |
| 7    | 1.3150 | 1.3680 | 1.4140 | 1.4850 | 1.5350 | 1.5850 |
| 8    | 1.3600 | 1.4140 | 1.4600 | 1.5350 | 1.5850 | 1.6350 |
| 9    | 1.4050 | 1.4600 | 1.5060 | 1.5850 | 1.6350 | 1.6850 |
| 10   | 1.4500 | 1.5060 | 1.5520 | 1.6350 | 1.6850 | 1.7350 |
| 11   | 1.4950 | 1.5520 | 1.5980 | 1.6850 | 1.7350 | 1.7850 |
| 12   | 1.5400 | 1.5980 | 1.6440 | 1.7350 | 1.7850 | 1.8350 |
| 13   | 1.5850 | 1.6440 | 1.6900 | 1.7850 | 1.8350 | 1.8850 |
| 15   | 1.6750 | 1.7360 | 1.7820 | 1.8850 | 1.9350 | 1.9850 |
| 18   | 1.7200 | 1.7820 | 1.8280 | 1.9350 | 1.9850 | 2.0350 |
| 20   | 1.7650 | 1.8280 | 1.8740 | 1.9850 | 2.0350 | 2.0850 |
| 24   | 1.8280 | 1.8740 | 1.9850 | 2.0400 | 2.0900 | 2.1400 |
| 27   | 1.8280 | 1.8740 | 1.9850 | 2.0900 | 2.1400 | 2.1900 |
| 28   | 1.8740 | 1.9850 | 2.0350 | 2.1400 | 2.1900 | 2.2400 |

APPENDIX A - 2

HIGHLAND LOCAL SCHOOL DISTRICT

**SALARY - 2013-2014 (1.5% INCREASE EFFECTIVE AUGUST 2013)**

**37,913**

| <b>STEP</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 0           | 37,913    | 39,657       | 41,401       | 43,031    | 44,927       | 46,823       |
| 1           | 39,619    | 41,401       | 43,145       | 44,927    | 46,823       | 48,718       |
| 2           | 41,325    | 43,145       | 44,889       | 46,823    | 48,718       | 50,614       |
| 3           | 43,031    | 44,889       | 46,633       | 48,718    | 50,614       | 52,510       |
| 4           | 44,737    | 46,633       | 48,377       | 50,614    | 52,510       | 54,405       |
| 5           | 46,443    | 48,377       | 50,121       | 52,510    | 54,405       | 56,301       |
| 6           | 48,150    | 50,121       | 51,865       | 54,405    | 56,301       | 58,196       |
| 7           | 49,856    | 51,865       | 53,609       | 56,301    | 58,196       | 60,092       |
| 8           | 51,562    | 53,609       | 55,353       | 58,196    | 60,092       | 61,988       |
| 9           | 53,268    | 55,353       | 57,097       | 60,092    | 61,988       | 63,883       |
| 10          | 54,974    | 57,097       | 58,841       | 61,988    | 63,883       | 65,779       |
| 11          | 56,680    | 58,841       | 60,585       | 63,883    | 65,779       | 67,675       |
| 12          | 58,386    | 60,585       | 62,329       | 65,779    | 67,675       | 69,570       |
| 13          | 60,092    | 62,329       | 64,073       | 67,675    | 69,570       | 71,466       |
| 15          | 63,504    | 65,817       | 67,561       | 71,466    | 73,362       | 75,257       |
| 18          | 65,210    | 67,561       | 69,305       | 73,362    | 75,257       | 77,153       |
| 20          | 66,916    | 69,305       | 71,049       | 75,257    | 77,153       | 79,049       |
| 24          | 69,305    | 71,049       | 75,257       | 77,343    | 79,238       | 81,134       |
| 27          | 69,305    | 71,049       | 75,257       | 79,238    | 81,134       | 83,029       |
| 28          | 71,049    | 75,257       | 77,153       | 81,134    | 83,029       | 84,925       |

APPENDIX A - 3

HIGHLAND LOCAL SCHOOL DISTRICT

**SALARY - 2014-2015 (1.4% INCREASE EFFECTIVE AUGUST 2014)**

**38,444**

| <b>STEP</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 0           | 38,444    | 40,212       | 41,981       | 43,634    | 45,556       | 47,478       |
| 1           | 40,174    | 41,981       | 43,749       | 45,556    | 47,478       | 49,401       |
| 2           | 41,904    | 43,749       | 45,518       | 47,478    | 49,401       | 51,323       |
| 3           | 43,634    | 45,518       | 47,286       | 49,401    | 51,323       | 53,245       |
| 4           | 45,364    | 47,286       | 49,055       | 51,323    | 53,245       | 55,167       |
| 5           | 47,094    | 49,055       | 50,823       | 53,245    | 55,167       | 57,089       |
| 6           | 48,824    | 50,823       | 52,591       | 55,167    | 57,089       | 59,012       |
| 7           | 50,554    | 52,591       | 54,360       | 57,089    | 59,012       | 60,934       |
| 8           | 52,284    | 54,360       | 56,128       | 59,012    | 60,934       | 62,856       |
| 9           | 54,014    | 56,128       | 57,897       | 60,934    | 62,856       | 64,778       |
| 10          | 55,744    | 57,897       | 59,665       | 62,856    | 64,778       | 66,700       |
| 11          | 57,474    | 59,665       | 61,434       | 64,778    | 66,700       | 68,623       |
| 12          | 59,204    | 61,434       | 63,202       | 66,700    | 68,623       | 70,545       |
| 13          | 60,934    | 63,202       | 64,970       | 68,623    | 70,545       | 72,467       |
| 15          | 64,394    | 66,739       | 68,507       | 72,467    | 74,389       | 76,311       |
| 18          | 66,124    | 68,507       | 70,276       | 74,389    | 76,311       | 78,234       |
| 20          | 67,854    | 70,276       | 72,044       | 76,311    | 78,234       | 80,156       |
| 24          | 70,276    | 72,044       | 76,311       | 78,426    | 80,348       | 82,270       |
| 27          | 70,276    | 72,044       | 76,311       | 80,348    | 82,270       | 84,192       |
| 28          | 72,044    | 76,311       | 78,234       | 82,270    | 84,192       | 86,115       |

APPENDIX A - 4

HIGHLAND LOCAL SCHOOL DISTRICT

**SALARY - 2015-2016 (1.4% INCREASE EFFECTIVE AUGUST 2015)**

**38,982**

| <b>STEP</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 0           | 38,982    | 40,775       | 42,568       | 44,245    | 46,194       | 48,143       |
| 1           | 40,736    | 42,568       | 44,362       | 46,194    | 48,143       | 50,092       |
| 2           | 42,490    | 44,362       | 46,155       | 48,143    | 50,092       | 52,041       |
| 3           | 44,245    | 46,155       | 47,948       | 50,092    | 52,041       | 53,990       |
| 4           | 45,999    | 47,948       | 49,741       | 52,041    | 53,990       | 55,939       |
| 5           | 47,753    | 49,741       | 51,534       | 53,990    | 55,939       | 57,888       |
| 6           | 49,507    | 51,534       | 53,327       | 55,939    | 57,888       | 59,837       |
| 7           | 51,261    | 53,327       | 55,121       | 57,888    | 59,837       | 61,786       |
| 8           | 53,016    | 55,121       | 56,914       | 59,837    | 61,786       | 63,736       |
| 9           | 54,770    | 56,914       | 58,707       | 61,786    | 63,736       | 65,685       |
| 10          | 56,524    | 58,707       | 60,500       | 63,736    | 65,685       | 67,634       |
| 11          | 58,278    | 60,500       | 62,293       | 65,685    | 67,634       | 69,583       |
| 12          | 60,032    | 62,293       | 64,086       | 67,634    | 69,583       | 71,532       |
| 13          | 61,786    | 64,086       | 65,880       | 69,583    | 71,532       | 73,481       |
| 15          | 65,295    | 67,673       | 69,466       | 73,481    | 75,430       | 77,379       |
| 18          | 67,049    | 69,466       | 71,259       | 75,430    | 77,379       | 79,328       |
| 20          | 68,803    | 71,259       | 73,052       | 77,379    | 79,328       | 81,277       |
| 24          | 71,259    | 73,052       | 77,379       | 79,523    | 81,472       | 83,421       |
| 27          | 71,259    | 73,052       | 77,379       | 81,472    | 83,421       | 85,371       |
| 28          | 73,052    | 77,379       | 79,328       | 83,421    | 85,371       | 87,320       |

CO-CURRICULAR SALARY SCHEDULE 2013-2014 SCHOOL YEAR

BASE SALARY: \$37,913

| YEARS OF EXPERIENCE:                   | 0 to 2        | 3 to 4        | 5 to 9        | 10            |
|----------------------------------------|---------------|---------------|---------------|---------------|
| <b>I.</b>                              | <b>17.75%</b> | <b>18.75%</b> | <b>20.75%</b> | <b>21.75%</b> |
| HS HEAD FOOTBALL COACH                 | 6,730         | 7,109         | 7,867         | 8,246         |
| HS HEAD BASKETBALL COACH               | 6,730         | 7,109         | 7,867         | 8,246         |
| HS HEAD WRESTLING COACH                | 6,730         | 7,109         | 7,867         | 8,246         |
| <b>II.</b>                             | <b>14.75%</b> | <b>15.75%</b> | <b>17.75%</b> | <b>18.75%</b> |
| HS BAND DIRECTOR                       | 5,592         | 5,971         | 6,730         | 7,109         |
| HS FACULTY MANAGER                     | 5,592         | 5,971         | 6,730         | 7,109         |
| HS CHOIR DIRECTOR                      | 5,592         | 5,971         | 6,730         | 7,109         |
| HS AUDITORIUM MANAGER                  | 5,592         | 5,971         | 6,730         | 7,109         |
| <b>III.</b>                            | <b>12.75%</b> | <b>13.75%</b> | <b>15.75%</b> | <b>16.75%</b> |
| HS HEAD VOLLEYBALL COACH               | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD SOCCER COACH                   | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD TRACK COACH                    | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD SOFTBALL COACH                 | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD BASEBALL COACH                 | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD GOLF COACH                     | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD TENNIS COACH                   | 4,834         | 5,213         | 5,971         | 6,350         |
| HS HEAD CROSS COUNTRY COACH            | 4,834         | 5,213         | 5,971         | 6,350         |
| <b>IV.</b>                             | <b>11.75%</b> | <b>12.75%</b> | <b>14.75%</b> | <b>15.75%</b> |
| HS ASST. FOOTBALL COACH                | 4,455         | 4,834         | 5,592         | 5,971         |
| HS ASST. BASKETBALL COACH              | 4,455         | 4,834         | 5,592         | 5,971         |
| HS ASST. WRESTLING COACH               | 4,455         | 4,834         | 5,592         | 5,971         |
| <b>V.</b>                              | <b>10.75%</b> | <b>11.75%</b> | <b>13.75%</b> | <b>14.75%</b> |
| HS ASST. VOLLEYBALL COACH              | 4,076         | 4,455         | 5,213         | 5,592         |
| HS ASST. SOCCER COACH                  | 4,076         | 4,455         | 5,213         | 5,592         |
| HS ASST. TRACK COACH                   | 4,076         | 4,455         | 5,213         | 5,592         |
| HS ASST. BASEBALL COACH                | 4,076         | 4,455         | 5,213         | 5,592         |
| HS ASST. SOFTBALL COACH                | 4,076         | 4,455         | 5,213         | 5,592         |
| HS CHEERLEADING ADVISOR                | 4,076         | 4,455         | 5,213         | 5,592         |
| ATHLETIC DEPT. EQUIPMENT MANAGER       | 4,076         | 4,455         | 5,213         | 5,592         |
| <b>VI.</b>                             | <b>9.75%</b>  | <b>10.75%</b> | <b>12.75%</b> | <b>13.75%</b> |
| HS ASST. BAND DIRECTOR                 | 3,697         | 4,076         | 4,834         | 5,213         |
| HS MUSICAL PRODUCTION DIRECTOR         | 3,697         | 4,076         | 4,834         | 5,213         |
| MENTOR TEACHER (NATL. BOARD CERTIFIED) | 3,697         | 4,076         | 4,834         | 5,213         |
| HS SPEECH & DEBATE ADVISOR             | 3,697         | 4,076         | 4,834         | 5,213         |
| HS ROBOTICS ADVISOR                    | 3,697         | 4,076         | 4,834         | 5,213         |

|                                                                                                  |              |              |               |               |
|--------------------------------------------------------------------------------------------------|--------------|--------------|---------------|---------------|
| <b>VII.</b>                                                                                      | <b>8.75%</b> | <b>9.75%</b> | <b>11.75%</b> | <b>12.75%</b> |
| CERTIFIED STRENGTH & CONDITIONING COACH                                                          | 3,317        | 3,697        | 4,455         | 4,834         |
| HS ASST. GOLF COACH                                                                              | 3,317        | 3,697        | 4,455         | 4,834         |
| HS ASST. TENNIS COACH                                                                            | 3,317        | 3,697        | 4,455         | 4,834         |
| HS ASST. CROSS COUNTRY COACH                                                                     | 3,317        | 3,697        | 4,455         | 4,834         |
| HS DANCE TEAM ADVISOR                                                                            | 3,317        | 3,697        | 4,455         | 4,834         |
| HS STUDENT COUNCIL ADVISOR                                                                       | 3,317        | 3,697        | 4,455         | 4,834         |
| HS SCIENCE CLUB ADVISOR                                                                          | 3,317        | 3,697        | 4,455         | 4,834         |
| MS FACULTY MANAGER                                                                               | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD FOOTBALL COACH                                                                           | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD BASKETBALL COACH                                                                         | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD WRESTLING COACH                                                                          | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD TRACK COACH                                                                              | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD CROSS COUNTRY COACH                                                                      | 3,317        | 3,697        | 4,455         | 4,834         |
| MS HEAD VOLLEYBALL COACH                                                                         | 3,317        | 3,697        | 4,455         | 4,834         |
| MS STUDENT COUNCIL ADVISOR                                                                       | 3,317        | 3,697        | 4,455         | 4,834         |
| <b>VIII.</b>                                                                                     | <b>6.75%</b> | <b>7.75%</b> | <b>9.75%</b>  | <b>10.75%</b> |
| HS WEIGHT ROOM SUPERVISOR                                                                        | 2,559        | 2,938        | 3,697         | 4,076         |
| HS YEARBOOK ADVISOR                                                                              | 2,559        | 2,938        | 3,697         | 4,076         |
| HS CONVOLUTIONS ADVISOR                                                                          | 2,559        | 2,938        | 3,697         | 4,076         |
| HS DRAMA DIRECTOR                                                                                | 2,559        | 2,938        | 3,697         | 4,076         |
| HS JR/SR CLASS ADVISOR                                                                           | 2,559        | 2,938        | 3,697         | 4,076         |
| MS WEIGHT ROOM SUPERVISOR                                                                        | 2,559        | 2,938        | 3,697         | 4,076         |
| MS ASST. FOOTBALL COACH                                                                          | 2,559        | 2,938        | 3,697         | 4,076         |
| MS ASST. WRESTLING COACH                                                                         | 2,559        | 2,938        | 3,697         | 4,076         |
| MS ASST. TRACK COACH                                                                             | 2,559        | 2,938        | 3,697         | 4,076         |
| MS MUSICAL DIRECTOR                                                                              | 2,559        | 2,938        | 3,697         | 4,076         |
| MENTOR TEACHER (Non-Nat'l Board Certified)                                                       | 2,559        | 2,938        | 3,697         | 4,076         |
| <b>IX.</b>                                                                                       | <b>4.75%</b> | <b>5.75%</b> | <b>6.75%</b>  | <b>7.75%</b>  |
| INTRAMURAL                                                                                       | 1,801        | 2,180        | 2,559         | 2,938         |
| HS ASST. CHEERLEADING COACH                                                                      | 1,801        | 2,180        | 2,559         | 2,938         |
| HS FLAG GIRL ADVISOR (position eliminated for 2014-2015 and beyond)                              | 1,801        | 2,180        | 2,559         | 2,938         |
| HS RUGBY HEAD COACH                                                                              | 1,801        | 2,180        | 2,559         | 2,938         |
| HS SCHOOL PAPER ADVISOR                                                                          | 1,801        | 2,180        | 2,559         | 2,938         |
| HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)                                           | 1,801        | 2,180        | 2,559         | 2,938         |
| HS DEPARTMENT CHAIRPERSONS-Math<br>Science, Social Studies, English, Foreign Language, Fine Arts | 1,801        | 2,180        | 2,559         | 2,938         |
| MS CHEERLEADING ADVISOR                                                                          | 1,801        | 2,180        | 2,559         | 2,938         |
| MS SCHOOL PAPER ADVISOR                                                                          | 1,801        | 2,180        | 2,559         | 2,938         |
| MS YEARBOOK ADVISOR                                                                              | 1,801        | 2,180        | 2,559         | 2,938         |
| MS DRAMA DIRECTOR                                                                                | 1,801        | 2,180        | 2,559         | 2,938         |
| MS DRAMA CLUB ADVISOR                                                                            | 1,801        | 2,180        | 2,559         | 2,938         |
| HS ASST. SPEECH & DEBATE ADVISOR                                                                 | 1,801        | 2,180        | 2,559         | 2,938         |
| HS/MS ASST. ROBOTICS ADVISOR                                                                     | 1,801        | 2,180        | 2,559         | 2,938         |

|                                                                                                                                                                                           |                                        |       |       |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------|-------|-------|
| X.                                                                                                                                                                                        | 3.75%                                  | 3.75% | 3.75% | 6.75% |
| HS JAZZ BAND                                                                                                                                                                              | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HS SKI CLUB ADVISOR                                                                                                                                                                       | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HS GYMNASTICS CLUB ADVISOR                                                                                                                                                                | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HS NATIONAL HONOR SOCIETY ADVISOR                                                                                                                                                         | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR                                                                                                                                                | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HS KEY CLUB ADVISOR                                                                                                                                                                       | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS CHOIR DIRECTOR                                                                                                                                                                         | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS JAZZ BAND                                                                                                                                                                              | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS SKI CLUB ADVISOR                                                                                                                                                                       | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS BOWLING CLUB ADVISOR                                                                                                                                                                   | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS NATIONAL HONOR SOCIETY ADVISOR                                                                                                                                                         | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS POWER OF THE PEN ADVISOR                                                                                                                                                               | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS ROBOTICS COORDINATOR                                                                                                                                                                   | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS ASST. DRAMA/MUSICAL PRODUCTION (up to 2 assistants)                                                                                                                                    | 1,422                                  | 1,422 | 1,422 | 2,559 |
| SADD ADVISOR                                                                                                                                                                              | 1,422                                  | 1,422 | 1,422 | 2,559 |
| MS GOLF CLUB ADVISOR                                                                                                                                                                      | 1,422                                  | 1,422 | 1,422 | 2,559 |
| HEA PRESIDENT                                                                                                                                                                             | Level VIII                             |       |       |       |
| HEA VICE PRESIDENT                                                                                                                                                                        | 1.50%                                  |       |       |       |
| HEA TREASURER                                                                                                                                                                             | Level X                                |       |       |       |
| HEA SECRETARY                                                                                                                                                                             | 1.50%                                  |       |       |       |
| HEA BARGAINING TEAM MEMBERS                                                                                                                                                               | \$25 PER MEMBER PER BARGAINING SESSION |       |       |       |
| <b>(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)</b>                                                 |                                        |       |       |       |
| SATURDAY DETENTIONS MONITORS                                                                                                                                                              | \$25.00 PER HR.                        |       |       |       |
| HOME/AFTER SCHOOL TUTOR                                                                                                                                                                   | \$25.00 PER HR.                        |       |       |       |
| SUMMER SCHOOL INSTRUCTORS                                                                                                                                                                 | \$30.00 PER HR.                        |       |       |       |
| NATIONAL TESTING PROCTOR                                                                                                                                                                  | \$25.00 PER HR.                        |       |       |       |
| NATIONAL TESTING SITE SUPERVISOR                                                                                                                                                          | \$35.00 PER HR.                        |       |       |       |
| OVERNIGHT TRIPS                                                                                                                                                                           |                                        |       |       |       |
| Washington D.C. – 3 days                                                                                                                                                                  | \$150.00 PER DAY                       |       |       |       |
| 6th Grade Outdoor Ed. – 2 days                                                                                                                                                            | \$250.00 PER NIGHT                     |       |       |       |
| 6th Grade Outdoor Ed. Planners - Max. of 2                                                                                                                                                | 2 PLANNERS = \$500 Each                |       |       |       |
| BASKETBALL PEP BAND DIRECTOR                                                                                                                                                              | \$50 PER EVENT                         |       |       |       |
| MIDDLE SCHOOL & ELEMENTARY BAND AND VOCAL MUSIC DIRECTORS:                                                                                                                                |                                        |       |       |       |
| Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours. |                                        |       |       |       |
| GENERAL PROVISIONS                                                                                                                                                                        |                                        |       |       |       |
| 1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:                                                     |                                        |       |       |       |
| A. Fall Activities - 2nd pay in November                                                                                                                                                  |                                        |       |       |       |
| B. Winter Activities - 2nd pay in March                                                                                                                                                   |                                        |       |       |       |
| C. Spring activities - 2nd pay in June                                                                                                                                                    |                                        |       |       |       |
| D. Year Round Activities - 2nd pay in June                                                                                                                                                |                                        |       |       |       |
| E. FACULTY MANAGERS - 1/2 2nd pay in November                                                                                                                                             |                                        |       |       |       |
| 1/2 2nd pay in June                                                                                                                                                                       |                                        |       |       |       |
| F. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.                                                                          |                                        |       |       |       |
| G. All Mentor teachers will begin at 0-2.                                                                                                                                                 |                                        |       |       |       |
| H. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.                          |                                        |       |       |       |

CO-CURRICULAR SALARY SCHEDULE 2014-2015 SCHOOL YEAR

BASE SALARY: \$38,444

| YEARS OF EXPERIENCE:                   | 0 to 2        | 3 to 4        | 5 to 9        | 10            |
|----------------------------------------|---------------|---------------|---------------|---------------|
| <b>I.</b>                              | <b>17.75%</b> | <b>18.75%</b> | <b>20.75%</b> | <b>21.75%</b> |
| HS HEAD FOOTBALL COACH                 | 6,824         | 7,208         | 7,977         | 8,362         |
| HS HEAD BASKETBALL COACH               | 6,824         | 7,208         | 7,977         | 8,362         |
| HS HEAD WRESTLING COACH                | 6,824         | 7,208         | 7,977         | 8,362         |
| <b>II.</b>                             | <b>14.75%</b> | <b>15.75%</b> | <b>17.75%</b> | <b>18.75%</b> |
| HS BAND DIRECTOR                       | 5,670         | 6,055         | 6,824         | 7,208         |
| HS FALL FACULTY MANAGER                | 5,670         | 6,055         | 6,824         | 7,208         |
| HS CHOIR DIRECTOR                      | 5,670         | 6,055         | 6,824         | 7,208         |
| HS AUDITORIUM MANAGER                  | 5,670         | 6,055         | 6,824         | 7,208         |
| <b>III.</b>                            | <b>12.75%</b> | <b>13.75%</b> | <b>15.75%</b> | <b>16.75%</b> |
| HS HEAD VOLLEYBALL COACH               | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD SOCCER COACH                   | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD TRACK COACH                    | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD SOFTBALL COACH                 | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD BASEBALL COACH                 | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD GOLF COACH                     | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD TENNIS COACH                   | 4,902         | 5,286         | 6,055         | 6,439         |
| HS HEAD CROSS COUNTRY COACH            | 4,902         | 5,286         | 6,055         | 6,439         |
| <b>IV.</b>                             | <b>11.75%</b> | <b>12.75%</b> | <b>14.75%</b> | <b>15.75%</b> |
| HS ASST. FOOTBALL COACH                | 4,517         | 4,902         | 5,670         | 6,055         |
| HS ASST. BASKETBALL COACH              | 4,517         | 4,902         | 5,670         | 6,055         |
| HS ASST. WRESTLING COACH               | 4,517         | 4,902         | 5,670         | 6,055         |
| <b>V.</b>                              | <b>10.75%</b> | <b>11.75%</b> | <b>13.75%</b> | <b>14.75%</b> |
| HS ASST. VOLLEYBALL COACH              | 4,133         | 4,517         | 5,286         | 5,670         |
| HS ASST. SOCCER COACH                  | 4,133         | 4,517         | 5,286         | 5,670         |
| HS ASST. TRACK COACH                   | 4,133         | 4,517         | 5,286         | 5,670         |
| HS ASST. BASEBALL COACH                | 4,133         | 4,517         | 5,286         | 5,670         |
| HS ASST. SOFTBALL COACH                | 4,133         | 4,517         | 5,286         | 5,670         |
| HS CHEERLEADING ADVISOR                | 4,133         | 4,517         | 5,286         | 5,670         |
| ATHLETIC DEPT. EQUIPMENT MANAGER       | 4,133         | 4,517         | 5,286         | 5,670         |
| <b>VI.</b>                             | <b>9.75%</b>  | <b>10.75%</b> | <b>12.75%</b> | <b>13.75%</b> |
| HS ASST. BAND DIRECTOR                 | 3,748         | 4,133         | 4,902         | 5,286         |
| HS MUSICAL PRODUCTION DIRECTOR         | 3,748         | 4,133         | 4,902         | 5,286         |
| MENTOR TEACHER (NAT'L BOARD CERTIFIED) | 3,748         | 4,133         | 4,902         | 5,286         |
| HS SPEECH & DEBATE ADVISOR             | 3,748         | 4,133         | 4,902         | 5,286         |
| HS ROBOTICS ADVISOR                    | 3,748         | 4,133         | 4,902         | 5,286         |

|                                                                                                  |              |              |               |               |
|--------------------------------------------------------------------------------------------------|--------------|--------------|---------------|---------------|
| <b>VII.</b>                                                                                      | <b>8.75%</b> | <b>9.75%</b> | <b>11.75%</b> | <b>12.75%</b> |
| CERTIFIED STRENGTH & CONDITIONING COACH                                                          | 3,364        | 3,748        | 4,517         | 4,902         |
| HS ASST. GOLF COACH                                                                              | 3,364        | 3,748        | 4,517         | 4,902         |
| HS ASST. TENNIS COACH                                                                            | 3,364        | 3,748        | 4,517         | 4,902         |
| HS ASST. CROSS COUNTRY COACH                                                                     | 3,364        | 3,748        | 4,517         | 4,902         |
| HS DANCE TEAM ADVISOR                                                                            | 3,364        | 3,748        | 4,517         | 4,902         |
| HS STUDENT COUNCIL ADVISOR                                                                       | 3,364        | 3,748        | 4,517         | 4,902         |
| HS SCIENCE CLUB ADVISOR                                                                          | 3,364        | 3,748        | 4,517         | 4,902         |
| MS FACULTY MANAGER                                                                               | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD FOOTBALL COACH                                                                           | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD BASKETBALL COACH                                                                         | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD WRESTLING COACH                                                                          | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD TRACK COACH                                                                              | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD CROSS COUNTRY COACH                                                                      | 3,364        | 3,748        | 4,517         | 4,902         |
| MS HEAD VOLLEYBALL COACH                                                                         | 3,364        | 3,748        | 4,517         | 4,902         |
| MS STUDENT COUNCIL ADVISOR                                                                       | 3,364        | 3,748        | 4,517         | 4,902         |
| <b>VIII.</b>                                                                                     | <b>6.75%</b> | <b>7.75%</b> | <b>9.75%</b>  | <b>10.75%</b> |
| HS WEIGHT ROOM SUPERVISOR                                                                        | 2,595        | 2,979        | 3,748         | 4,133         |
| HS YEARBOOK ADVISOR                                                                              | 2,595        | 2,979        | 3,748         | 4,133         |
| HS CONVOLUTIONS ADVISOR                                                                          | 2,595        | 2,979        | 3,748         | 4,133         |
| HS DRAMA DIRECTOR                                                                                | 2,595        | 2,979        | 3,748         | 4,133         |
| HS JR/SR CLASS ADVISOR                                                                           | 2,595        | 2,979        | 3,748         | 4,133         |
| MS WEIGHT ROOM SUPERVISOR                                                                        | 2,595        | 2,979        | 3,748         | 4,133         |
| MS ASST. FOOTBALL COACH                                                                          | 2,595        | 2,979        | 3,748         | 4,133         |
| MS ASST. WRESTLING COACH                                                                         | 2,595        | 2,979        | 3,748         | 4,133         |
| MS ASST. TRACK COACH                                                                             | 2,595        | 2,979        | 3,748         | 4,133         |
| MS MUSICAL DIRECTOR                                                                              | 2,595        | 2,979        | 3,748         | 4,133         |
| MENTOR TEACHER (Non-Nat'l Board Certified)                                                       | 2,595        | 2,979        | 3,748         | 4,133         |
| HS WINTER FACULTY MANAGER                                                                        | 2,595        | 2,979        | 3,748         | 4,133         |
| HS SPRING FACULTY MANAGER                                                                        | 2,595        | 2,979        | 3,748         | 4,133         |
| <b>IX.</b>                                                                                       | <b>4.75%</b> | <b>5.75%</b> | <b>6.75%</b>  | <b>7.75%</b>  |
| INTRAMURAL                                                                                       | 1,826        | 2,211        | 2,595         | 2,979         |
| HS ASST. CHEERLEADING COACH                                                                      | 1,826        | 2,211        | 2,595         | 2,979         |
| HS RUGBY HEAD COACH                                                                              | 1,826        | 2,211        | 2,595         | 2,979         |
| HS SCHOOL PAPER ADVISOR                                                                          | 1,826        | 2,211        | 2,595         | 2,979         |
| HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)                                           | 1,826        | 2,211        | 2,595         | 2,979         |
| HS DEPARTMENT CHAIRPERSONS-Math<br>Science, Social Studies, English, Foreign Language, Fine Arts | 1,826        | 2,211        | 2,595         | 2,979         |
| MS CHEERLEADING ADVISOR                                                                          | 1,826        | 2,211        | 2,595         | 2,979         |
| MS SCHOOL PAPER ADVISOR                                                                          | 1,826        | 2,211        | 2,595         | 2,979         |
| MS YEARBOOK ADVISOR                                                                              | 1,826        | 2,211        | 2,595         | 2,979         |
| MS DRAMA DIRECTOR                                                                                | 1,826        | 2,211        | 2,595         | 2,979         |
| MS DRAMA CLUB ADVISOR                                                                            | 1,826        | 2,211        | 2,595         | 2,979         |
| HS ASST. SPEECH & DEBATE ADVISOR                                                                 | 1,826        | 2,211        | 2,595         | 2,979         |
| HS/MS ASST. ROBOTICS ADVISOR                                                                     | 1,826        | 2,211        | 2,595         | 2,979         |

|                                                        |       |       |       |       |
|--------------------------------------------------------|-------|-------|-------|-------|
| X.                                                     | 3.75% | 3.75% | 3.75% | 6.75% |
| HS JAZZ BAND                                           | 1,442 | 1,442 | 1,442 | 2,595 |
| HS SKI CLUB ADVISOR                                    | 1,442 | 1,442 | 1,442 | 2,595 |
| HS GYMNASTICS CLUB ADVISOR                             | 1,442 | 1,442 | 1,442 | 2,595 |
| HS NATIONAL HONOR SOCIETY ADVISOR                      | 1,442 | 1,442 | 1,442 | 2,595 |
| HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR             | 1,442 | 1,442 | 1,442 | 2,595 |
| HS KEY CLUB ADVISOR                                    | 1,442 | 1,442 | 1,442 | 2,595 |
| MS CHOIR DIRECTOR                                      | 1,442 | 1,442 | 1,442 | 2,595 |
| MS JAZZ BAND                                           | 1,442 | 1,442 | 1,442 | 2,595 |
| MS SKI CLUB ADVISOR                                    | 1,442 | 1,442 | 1,442 | 2,595 |
| MS BOWLING CLUB ADVISOR                                | 1,442 | 1,442 | 1,442 | 2,595 |
| MS NATIONAL HONOR SOCIETY ADVISOR                      | 1,442 | 1,442 | 1,442 | 2,595 |
| MS POWER OF THE PEN ADVISOR                            | 1,442 | 1,442 | 1,442 | 2,595 |
| MS ROBOTICS COORDINATOR                                | 1,442 | 1,442 | 1,442 | 2,595 |
| MS ASST. DRAMA/MUSICAL PRODUCTION (up to 2 assistants) | 1,442 | 1,442 | 1,442 | 2,595 |
| SADD ADVISOR                                           | 1,442 | 1,442 | 1,442 | 2,595 |
| MS GOLF CLUB ADVISOR                                   | 1,442 | 1,442 | 1,442 | 2,595 |

|                             |                                        |
|-----------------------------|----------------------------------------|
| HEA PRESIDENT               | Level VIII                             |
| HEA VICE PRESIDENT          | 1.50%                                  |
| HEA TREASURER               | Level X                                |
| HEA SECRETARY               | 1.50%                                  |
| HEA BARGAINING TEAM MEMBERS | \$25 PER MEMBER PER BARGAINING SESSION |

(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)

|                                  |                 |
|----------------------------------|-----------------|
| SATURDAY DETENTIONS MONITORS     | \$25.00 PER HR. |
| HOME/AFTER SCHOOL TUTOR          | \$25.00 PER HR. |
| SUMMER SCHOOL INSTRUCTORS        | \$30.00 PER HR. |
| NATIONAL TESTING PROCTOR         | \$25.00 PER HR. |
| NATIONAL TESTING SITE SUPERVISOR | \$35.00 PER HR. |

|                                            |                         |
|--------------------------------------------|-------------------------|
| OVERNIGHT TRIPS                            |                         |
| Washington D.C. – 3 days                   | \$150.00 PER DAY        |
| 6th Grade Outdoor Ed. – 2 days             | \$250.00 PER NIGHT      |
| 6th Grade Outdoor Ed. Planners - Max. of 2 | 2 PLANNERS = \$500 Each |

|                              |                |
|------------------------------|----------------|
| BASKETBALL PEP BAND DIRECTOR | \$50 PER EVENT |
|------------------------------|----------------|

MIDDLE SCHOOL & ELEMENTARY BAND AND VOCAL MUSIC DIRECTORS:

Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours.

GENERAL PROVISIONS

1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:
  - A. Fall Activities - 2nd pay in November
  - B. Winter Activities - 2nd pay in March
  - C. Spring activities - 2nd pay in June
  - D. Year Round Activities - 2nd pay in June
  - E. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.
  - F. All Mentor teachers will begin at 0-2.
  - G. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.

CO-CURRICULAR SALARY SCHEDULE 2015-2016 SCHOOL YEAR

BASE SALARY: \$38,982

| YEARS OF EXPERIENCE:                  | 0 to 2        | 3 to 4        | 5 to 9        | 10            |
|---------------------------------------|---------------|---------------|---------------|---------------|
| <b>I.</b>                             | <b>17.75%</b> | <b>18.75%</b> | <b>20.75%</b> | <b>21.75%</b> |
| HS HEAD FOOTBALL COACH                | 6,919         | 7,309         | 8,089         | 8,479         |
| HS HEAD BASKETBALL COACH              | 6,919         | 7,309         | 8,089         | 8,479         |
| HS HEAD WRESTLING COACH               | 6,919         | 7,309         | 8,089         | 8,479         |
| <b>II.</b>                            | <b>14.75%</b> | <b>15.75%</b> | <b>17.75%</b> | <b>18.75%</b> |
| HS BAND DIRECTOR                      | 5,750         | 6,140         | 6,919         | 7,309         |
| HS FALL FACULTY MANAGER               | 5,750         | 6,140         | 6,919         | 7,309         |
| HS CHOIR DIRECTOR                     | 5,750         | 6,140         | 6,919         | 7,309         |
| HS AUDITORIUM MANAGER                 | 5,750         | 6,140         | 6,919         | 7,309         |
| <b>III.</b>                           | <b>12.75%</b> | <b>13.75%</b> | <b>15.75%</b> | <b>16.75%</b> |
| HS HEAD VOLLEYBALL COACH              | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD SOCCER COACH                  | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD TRACK COACH                   | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD SOFTBALL COACH                | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD BASEBALL COACH                | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD GOLF COACH                    | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD TENNIS COACH                  | 4,970         | 5,360         | 6,140         | 6,529         |
| HS HEAD CROSS COUNTRY COACH           | 4,970         | 5,360         | 6,140         | 6,529         |
| <b>IV.</b>                            | <b>11.75%</b> | <b>12.75%</b> | <b>14.75%</b> | <b>15.75%</b> |
| HS ASST. FOOTBALL COACH               | 4,580         | 4,970         | 5,750         | 6,140         |
| HS ASST. BASKETBALL COACH             | 4,580         | 4,970         | 5,750         | 6,140         |
| HS ASST. WRESTLING COACH              | 4,580         | 4,970         | 5,750         | 6,140         |
| <b>V.</b>                             | <b>10.75%</b> | <b>11.75%</b> | <b>13.75%</b> | <b>14.75%</b> |
| HS ASST. VOLLEYBALL COACH             | 4,191         | 4,580         | 5,360         | 5,750         |
| HS ASST. SOCCER COACH                 | 4,191         | 4,580         | 5,360         | 5,750         |
| HS ASST. TRACK COACH                  | 4,191         | 4,580         | 5,360         | 5,750         |
| HS ASST. BASEBALL COACH               | 4,191         | 4,580         | 5,360         | 5,750         |
| HS ASST. SOFTBALL COACH               | 4,191         | 4,580         | 5,360         | 5,750         |
| HS CHEERLEADING ADVISOR               | 4,191         | 4,580         | 5,360         | 5,750         |
| ATHLETIC DEPT. EQUIPMENT MANAGER      | 4,191         | 4,580         | 5,360         | 5,750         |
| <b>VI.</b>                            | <b>9.75%</b>  | <b>10.75%</b> | <b>12.75%</b> | <b>13.75%</b> |
| HS ASST. BAND DIRECTOR                | 3,801         | 4,191         | 4,970         | 5,360         |
| HS MUSICAL PRODUCTION DIRECTOR        | 3,801         | 4,191         | 4,970         | 5,360         |
| MENTOR TEACHER (NATL BOARD CERTIFIED) | 3,801         | 4,191         | 4,970         | 5,360         |
| HS SPEECH & DEBATE ADVISOR            | 3,801         | 4,191         | 4,970         | 5,360         |
| HS ROBOTICS ADVISOR                   | 3,801         | 4,191         | 4,970         | 5,360         |

|                                                                                                  |              |              |               |               |
|--------------------------------------------------------------------------------------------------|--------------|--------------|---------------|---------------|
| <b>VII.</b>                                                                                      | <b>8.75%</b> | <b>9.75%</b> | <b>11.75%</b> | <b>12.75%</b> |
| CERTIFIED STRENGTH & CONDITIONING COACH                                                          | 3,411        | 3,801        | 4,580         | 4,970         |
| HS ASST. GOLF COACH                                                                              | 3,411        | 3,801        | 4,580         | 4,970         |
| HS ASST. TENNIS COACH                                                                            | 3,411        | 3,801        | 4,580         | 4,970         |
| HS ASST. CROSS COUNTRY COACH                                                                     | 3,411        | 3,801        | 4,580         | 4,970         |
| HS DANCE TEAM ADVISOR                                                                            | 3,411        | 3,801        | 4,580         | 4,970         |
| HS STUDENT COUNCIL ADVISOR                                                                       | 3,411        | 3,801        | 4,580         | 4,970         |
| HS SCIENCE CLUB ADVISOR                                                                          | 3,411        | 3,801        | 4,580         | 4,970         |
| MS FACULTY MANAGER                                                                               | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD FOOTBALL COACH                                                                           | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD BASKETBALL COACH                                                                         | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD WRESTLING COACH                                                                          | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD TRACK COACH                                                                              | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD CROSS COUNTRY COACH                                                                      | 3,411        | 3,801        | 4,580         | 4,970         |
| MS HEAD VOLLEYBALL COACH                                                                         | 3,411        | 3,801        | 4,580         | 4,970         |
| MS STUDENT COUNCIL ADVISOR                                                                       | 3,411        | 3,801        | 4,580         | 4,970         |
| <b>VIII.</b>                                                                                     | <b>6.75%</b> | <b>7.75%</b> | <b>9.75%</b>  | <b>10.75%</b> |
| HS WEIGHT ROOM SUPERVISOR                                                                        | 2,631        | 3,021        | 3,801         | 4,191         |
| HS YEARBOOK ADVISOR                                                                              | 2,631        | 3,021        | 3,801         | 4,191         |
| HS CONVOLUTIONS ADVISOR                                                                          | 2,631        | 3,021        | 3,801         | 4,191         |
| HS DRAMA DIRECTOR                                                                                | 2,631        | 3,021        | 3,801         | 4,191         |
| HS JR/SR CLASS ADVISOR                                                                           | 2,631        | 3,021        | 3,801         | 4,191         |
| MS WEIGHT ROOM SUPERVISOR                                                                        | 2,631        | 3,021        | 3,801         | 4,191         |
| MS ASST. FOOTBALL COACH                                                                          | 2,631        | 3,021        | 3,801         | 4,191         |
| MS ASST. WRESTLING COACH                                                                         | 2,631        | 3,021        | 3,801         | 4,191         |
| MS ASST. TRACK COACH                                                                             | 2,631        | 3,021        | 3,801         | 4,191         |
| MS MUSICAL DIRECTOR                                                                              | 2,631        | 3,021        | 3,801         | 4,191         |
| MENTOR TEACHER (Non-Nat'l Board Certified)                                                       | 2,631        | 3,021        | 3,801         | 4,191         |
| HS WINTER FACULTY MANAGER                                                                        | 2,631        | 3,021        | 3,801         | 4,191         |
| HS SPRING FACULTY MANAGER                                                                        | 2,631        | 3,021        | 3,801         | 4,191         |
| <b>IX.</b>                                                                                       | <b>4.75%</b> | <b>5.75%</b> | <b>6.75%</b>  | <b>7.75%</b>  |
| INTRAMURAL                                                                                       | 1,852        | 2,241        | 2,631         | 3,021         |
| HS ASST. CHEERLEADING COACH                                                                      | 1,852        | 2,241        | 2,631         | 3,021         |
| HS RUGBY HEAD COACH                                                                              | 1,852        | 2,241        | 2,631         | 3,021         |
| HS SCHOOL PAPER ADVISOR                                                                          | 1,852        | 2,241        | 2,631         | 3,021         |
| HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)                                           | 1,852        | 2,241        | 2,631         | 3,021         |
| HS DEPARTMENT CHAIRPERSONS-Math<br>Science, Social Studies, English, Foreign Language, Fine Arts | 1,852        | 2,241        | 2,631         | 3,021         |
| MS CHEERLEADING ADVISOR                                                                          | 1,852        | 2,241        | 2,631         | 3,021         |
| MS SCHOOL PAPER ADVISOR                                                                          | 1,852        | 2,241        | 2,631         | 3,021         |
| MS YEARBOOK ADVISOR                                                                              | 1,852        | 2,241        | 2,631         | 3,021         |
| MS DRAMA DIRECTOR                                                                                | 1,852        | 2,241        | 2,631         | 3,021         |
| MS DRAMA CLUB ADVISOR                                                                            | 1,852        | 2,241        | 2,631         | 3,021         |
| HS ASST. SPEECH & DEBATE ADVISOR                                                                 | 1,852        | 2,241        | 2,631         | 3,021         |
| HS/MS ASST. ROBOTICS ADVISOR                                                                     | 1,852        | 2,241        | 2,631         | 3,021         |

|                                                                                                                                                                                           |                                        |              |              |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------|--------------|--------------|
| <b>X.</b>                                                                                                                                                                                 | <b>3.75%</b>                           | <b>3.75%</b> | <b>3.75%</b> | <b>6.75%</b> |
| HS JAZZ BAND                                                                                                                                                                              | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HS SKI CLUB ADVISOR                                                                                                                                                                       | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HS GYMNASTICS CLUB ADVISOR                                                                                                                                                                | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HS NATIONAL HONOR SOCIETY ADVISOR                                                                                                                                                         | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR                                                                                                                                                | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HS KEY CLUB ADVISOR                                                                                                                                                                       | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS CHOIR DIRECTOR                                                                                                                                                                         | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS JAZZ BAND                                                                                                                                                                              | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS SKI CLUB ADVISOR                                                                                                                                                                       | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS BOWLING CLUB ADVISOR                                                                                                                                                                   | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS NATIONAL HONOR SOCIETY ADVISOR                                                                                                                                                         | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS POWER OF THE PEN ADVISOR                                                                                                                                                               | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS ROBOTICS COORDINATOR                                                                                                                                                                   | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS ASST. DRAMA/MUSICAL PRODUCTION (up to 2 assistants)                                                                                                                                    | 1,462                                  | 1,462        | 1,462        | 2,631        |
| SADD ADVISOR                                                                                                                                                                              | 1,462                                  | 1,462        | 1,462        | 2,631        |
| MS GOLF CLUB ADVISOR                                                                                                                                                                      | 1,462                                  | 1,462        | 1,462        | 2,631        |
| HEA PRESIDENT                                                                                                                                                                             | Level VIII                             |              |              |              |
| HEA VICE PRESIDENT                                                                                                                                                                        | 1.50%                                  |              |              |              |
| HEA TREASURER                                                                                                                                                                             | Level X                                |              |              |              |
| HEA SECRETARY                                                                                                                                                                             | 1.50%                                  |              |              |              |
| HEA BARGAINING TEAM MEMBERS                                                                                                                                                               | \$25 PER MEMBER PER BARGAINING SESSION |              |              |              |
| <b>(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)</b>                                                 |                                        |              |              |              |
| SATURDAY DETENTIONS MONITORS                                                                                                                                                              | \$25.00 PER HR.                        |              |              |              |
| HOME/AFTER SCHOOL TUTOR                                                                                                                                                                   | \$25.00 PER HR.                        |              |              |              |
| SUMMER SCHOOL INSTRUCTORS                                                                                                                                                                 | \$30.00 PER HR.                        |              |              |              |
| NATIONAL TESTING PROCTOR                                                                                                                                                                  | \$25.00 PER HR.                        |              |              |              |
| NATIONAL TESTING SITE SUPERVISOR                                                                                                                                                          | \$35.00 PER HR.                        |              |              |              |
| OVERNIGHT TRIPS                                                                                                                                                                           |                                        |              |              |              |
| Washington D.C. – 3 days                                                                                                                                                                  | \$150.00 PER DAY                       |              |              |              |
| 6th Grade Outdoor Ed. – 2 days                                                                                                                                                            | \$250.00 PER NIGHT                     |              |              |              |
| 6th Grade Outdoor Ed. Planners- Max. of 2                                                                                                                                                 | 2 PLANNERS = \$500 Each                |              |              |              |
| BASKETBALL PEP BAND DIRECTOR                                                                                                                                                              | \$50 PER EVENT                         |              |              |              |
| MIDDLE SCHOOL & ELEMENTARY BAND AND VOCAL MUSIC DIRECTORS:                                                                                                                                |                                        |              |              |              |
| Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours. |                                        |              |              |              |
| <b>GENERAL PROVISIONS</b>                                                                                                                                                                 |                                        |              |              |              |
| 1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:                                                     |                                        |              |              |              |
| A. Fall Activities - 2nd pay in November                                                                                                                                                  |                                        |              |              |              |
| B. Winter Activities - 2nd pay in March                                                                                                                                                   |                                        |              |              |              |
| C. Spring activities - 2nd pay in June                                                                                                                                                    |                                        |              |              |              |
| D. Year Round Activities - 2nd pay in June                                                                                                                                                |                                        |              |              |              |
| E. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.                                                                          |                                        |              |              |              |
| F. All Mentor teachers will begin at 0-2.                                                                                                                                                 |                                        |              |              |              |
| G. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.                          |                                        |              |              |              |

**NOTICE OF ELIGIBILITY FOR HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE**

I, \_\_\_\_\_,  
hereby serve notice to the Superintendent of the Highland Local School District of my eligibility for  
horizontal movement on the salary schedule.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS and/or H.E.A. \_\_\_\_\_

\_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_ DATE OF FORMAL FILING \_\_\_\_\_

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED \_\_\_\_\_

\_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTION REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If YES, what action has been taken so far? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

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DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Administrative Representative

SIGNATURE \_\_\_\_\_  
Grievant and/or Association Rep.

LEVEL III (FORMAL) DECISION

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DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Administrative Representative

SIGNATURE \_\_\_\_\_  
Grievant and/or Association Rep.

Where decision requires additional space attach pages as necessary.

**HIGHLAND LOCAL SCHOOL DISTRICT  
SECTION 403(B) PLAN**

**SALARY REDUCTION AGREEMENT**

As an eligible employee under the Highland Local School District Section 403(b) Plan (the “Plan”), I hereby elect the following:

- I elect to have \$ \_\_\_\_\_ deducted from each of my [regular] paychecks as an “Elective Contribution” under the Plan. [I acknowledge and agree that no deductions will be taken from my supplemental pay or other special pay.]
- I elect that my Elective Contributions under the Plan be paid over to the following Plan Contract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I acknowledge and agree that for each calendar year, the amount of my salary deferrals under the Plan will be subject to certain limits that are described in the Plan and the federal tax law; and that the Plan Administrator may therefore limit my Elective Contributions for each calendar year so that they will not exceed those limits.

I understand that I may amend this Salary Reduction Agreement at any time, by submitting a new Salary Reduction Agreement to the Treasurer’s office; and that any amendment to this Agreement cannot be made effective until the first payroll date that is at least 15 days after the date that I file a new Agreement with the Treasurer’s office. I understand that I may revoke this Agreement at any time, by submitting a written revocation notice to the Treasurer’s office; and that any revocation of this Agreement cannot be made effective until 15 days after the date that I advise the Treasurer’s office that I wish to cease making Election Contributions under the Plan. I also acknowledge and agree that my Salary Reduction Agreement will be suspended for 6 months if I take a hardship withdrawal under the Plan.

I acknowledge that I have received a copy of the Employee Summary of the Plan. I acknowledge and agree that I have selected my Plan Contract pursuant to my own free will, and that I will be the owner of the Plan Contract; that neither the Board, nor the Treasurer, nor any board member or other employee of the Board, has given me any advice or has otherwise advised me in regard to my selection of a Plan Contract; and that neither the Board, nor the Treasurer, nor any board member or other employee of the Board, is in any way responsible for the investment performance under the Plan Contract, the solvency of the Plan Contract Provider, or any other matters pertaining to the Plan Contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

(Print Name)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Highland Education Association ("HEA") and the Highland Local School District Board of Education ("Board") for the purpose of memorializing their agreement regarding the administration of severance pay under Article IV, Section 4.06 of their 2013-2016 collective bargaining agreement (the "2013-2016 Agreement").

### Preamble

Pursuant to Section 4.064 of the 2013-2016 Agreement and the terms of Section 3.4(a) the District's Section 403(b) Plan (the "Plan"), certain retiring employees have their severance pay mandatorily paid into an annuity contract or custodial account that is a "Plan Contract" under the Section 403(b) Plan (the "HEA Severance Pay Deferral Plan"). At the present time, the retiring employees select the Plan Contract from among those available under the terms of the Section 403(b) Plan.

The HEA desires to have a group annuity contract issued by Security Benefit Life Insurance Company as the "Plan Contract" that will be the sole depository for the mandatory deferrals of severance pay that are made the HEA Severance Pay Deferral Plan, in lieu of having employees select their own Plan Contract.

In accordance with Section 4.1 of the Section 403(b) Plan, Security Benefit Life Insurance Company can be added as a "Plan Provider" and its group annuity contract can be added as a "Plan Contract" if certain requirements of the Plan are met, including Security Benefit Life Insurance Company's execution of a Plan Provider Agreement.

### Memorandum of Understanding

In accordance with the foregoing, the parties hereby agree as follows:

1. The Board shall permit Security Benefit Life Insurance Company to be added as a "Plan Provider" and its group annuity contract can be added as a "Plan Contract" if the requirements of the Plan are met, including Security Benefit Life Insurance Company's execution of an acceptable Plan Provider Agreement.

2. Subsection 4.064 of Article IV, Section 4.06 of the 2013-2016 Agreement is hereby amended and restated as follows:

4.064 Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of Section 3.4(a) the District's Section 403(b) Plan (the "Plan"), certain bargaining unit members shall have their severance pay mandatorily paid into a Plan Contract that is (i) issued by Security Benefit

Life Insurance Company, and (ii) designated by the HEA to be the contract that is to be the recipient of the mandatory severance pay deferrals (the "Designated Plan Contract"). Payment of such amounts under Section 3.4(a) shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.

3. Section 3.4(a) of the Section 403(b) Plan shall be amended to provide that the severance of a retiring bargaining unit member shall not be mandatorily deferred unless the bargaining unit member (A) has "Severance Pay" in excess of \$2,500.00, and (B) has a last day of employment that is in or after the calendar year the Employee attains or will attain age 55.

4. This Memorandum of Understanding applies to any severance pay paid under Article IV, Section 4.06 of the 2013-2016 Agreement on or after the date of execution appearing below. Unless otherwise mutually agreed, this Memorandum will remain in force and effect until the expiration of the 2013-2016 Agreement.

**FOR THE HEA**

Melany Malquest  
Name

Highland Education Association  
Title  
President

12/10/13  
Date

**FOR THE BOARD**

[Signature]  
Name

Treasurer  
Title

12/10/13  
Date