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# **MASTER AGREEMENT**

**between**

**The Heath Education Association**

**and**

**The Heath Board of Education**

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

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# ARTICLE I

## NEGOTIATIONS PROCEDURE

### A. RECOGNITION

The Heath City Board of Education (hereinafter referred to as the "Board") recognizes the Heath Education Association, (hereinafter referred to as the "Association"), an affiliated local of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the bargaining unit described herein.

### B. BARGAINING UNIT

The bargaining unit shall consist of all full and part-time certificated employees (hereinafter referred to as Members of the Bargaining Unit), including classroom teachers, guidance personnel, nurses, librarians, speech and hearing therapists, reading specialist, and tutors, but excluding the Superintendent, administrative assistant, principals, assistant principals, other administrative personnel, substitute teachers, part-time tutors, and the school psychologists. Any certificated employee having the authority to hire, transfer, assign, promote, evaluate, discharge or discipline other employees or having the authority to recommend effectively such action is excluded from the bargaining unit.

The Board shall not publish or distribute to any member of, or anyone associated with, a member of the Heath Education Association, the Ohio Education Association or the National Education Association the names, addresses and phone number of any district employee other than bargaining unit members.

### C. RIGHT TO ORGANIZE

All Members of the Bargaining Unit shall have the right to join or not join any organization for their professional economic improvement. Membership in any organization shall not be a condition of employment or continued employment.

### D. OBJECTIVE

The Board, under law, has the final responsibility of establishing policies for the district. The Superintendent and his staff have the responsibility of carrying out the policies established. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

E. **NEGOTIATIONS PROCEDURE**

1. Either party may request that negotiations be initiated for a successor agreement. Such notice must be given ninety (90) to sixty (60) days prior to the expiration of the contract. If no such notice is received during this time period, the contract shall be deemed to have been extended for an additional year.
2. The first meeting between the Professional Negotiations Committee and the Board, or their official representative(s) will be held within fifteen (15) days of the receipt of the time-stamped Notice to Negotiate from the State Employment Relations Board. Both parties will exchange proposals at the initial meeting. Thereafter, no new items shall be placed on the table without the mutual consent of both parties. Meetings shall be scheduled to interfere the least with school schedules; however, if necessary, Members of the Bargaining Unit on the committee may be released from school duties to attend meetings. The parties may agree to an alternative process rather than the foregoing, including, but not limited to, the Federal Mediation and Conciliation Service's Interest-Based Bargaining (IBB) process.
3. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party.

Tentative agreement on the negotiations package shall be reduced to writing and initialed by the representatives of each team, but initialing shall not be construed as final agreement. The tentative agreement shall be submitted to the Association for a vote and then to the Board. After approval, it shall be legally binding on both parties.

4. Scope of Negotiations: All matters pertaining to wages, hours, or terms and other conditions of employment as allowed by ORC 4117.08, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to the collective bargaining between the parties.

F. **DISAGREEMENT**

1. In the event that agreement is not reached within forty-five (45) days from the first negotiation session on all items submitted for negotiations, either party may declare impasse if the issues have been fully discussed and further negotiations would be futile.

2. The advisory panel shall consist of three (3) members; one (1) appointed by the Board, one (1) by the Association, and the third (3rd) by the agreement of the first two (2) appointees. The third member shall serve as chairperson. If agreement cannot be reached by the first two (2) members, the American Arbitration Association through its voluntary rules and regulations shall be contacted to appoint the third member of the panel.
3. The advisory panel shall within thirty (30) days study the situation, make a written report of the facts with recommendations, and send this to the teacher organization, the Superintendent, and the Board. The thirty (30) days may be extended by mutual agreement.
4. All hearings by this advisory panel shall be in closed session, and no news releases shall be made concerning progress of the hearings.
5. Conclusions and findings of the panel shall be advisory only.
6. The cost of securing an advisory panel shall be as follows: The Board shall pay the expenses of its representative, the Association shall pay the expenses of its representative, the Board and the Association shall pay equally the expenses of the third party.
7. Upon exhaustion of the impasse procedure but no sooner than ten (10) days prior to the expiration of this contract, the Association shall have the right to proceed under Section 4117.14 (D-2) of the Ohio Revised Code.
8. Within forty-five (45) days prior to the expiration of the contract, the parties may, by mutual agreement, agree to another alternative, provided such is sent in writing to the State Employment Relations Board (SERB).

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

1. A grievance shall mean an alleged violation, misinterpretation, and/or misapplication of the negotiated agreement between the Board and the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred.

2. A group grievance shall be a grievance filed by a Member of the Bargaining Unit on behalf of himself/herself and other Members of the Bargaining Unit where each such member is alleging a violation, misinterpretation and/or misapplication of this negotiated agreement and such grievances arose out of the same or a similar situation. All group grievances shall list all members of the bargaining unit affected by the alleged violation of the contract.
3. An Association grievance shall mean a grievance that is an allegation concerning a right, benefit, privilege, or other matter affecting the Association. An individual grievance shall not be filed as an Association group grievance.
4. The term "days" when used in this Article shall mean a day when the Heath City Board of Education Office is open for business, excluding district recognized holidays and break periods as defined in the annually adopted school calendar. In counting the number of days during a grievance, day one (#1) shall be the day in which the action at each level takes place.

**B. INITIATION AND PROCESSION**

1. **Level One (Informal):** The grievant will first discuss the grievance with the principal involved within twenty (20) days of the incident or becoming aware of the incident with the objective of resolving the matter informally. If the matter is not resolved to the satisfaction of the grievant, within five (5) days after this informal discussion, the grievant may file a written grievance to the principal. The written grievance shall include the name, date of filing, the alleged violation, the violation of the rule and the relief sought (Copies of the written request shall be sent to the Association and the Superintendent). If no written grievance is made within five (5) days after the discussion, it shall be presumed that the grievance is resolved.
2. **Level Two:** Within five (5) days of the date of the written grievance, the principal shall, with prior notice to the grievant, hold a hearing. Within five (5) days after the hearing a written response shall be made to the grievant, with copies sent to the Association and the Superintendent.
3. **Level Three:** If the grievance has not been resolved, the grievant has five (5) days after the written response to request, in writing, a hearing with the Superintendent. The hearing shall be held within five (5) days after the request; within five (5) days after the hearing a written response will be made to the grievant, with a copy sent to the Association.

4. **Level Four:** If the grievance has not been resolved, the grievant has ten (10) days after the written response to request a hearing before the Board. The Board may hold such a hearing at its next regular or special Board meeting. Within five (5) days of the Board meeting, the Board shall provide a written response to the grievance.
5. **Level Five:** If the grievance has not been resolved, the grievant has ten (10) days after the written response to request arbitration with the agreement of the Association. If the Board and the Association cannot agree on an arbitrator within ten (10) days after the request, then the American Arbitration Association shall be used according to its voluntary rules and regulations. The decision shall be rendered within thirty (30) days and is binding on all parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at this decision. The arbitrator shall expressly confine himself/herself to the precise issue(s) so submitted and shall not submit observations or declarations of opinion which are not directly essential in reaching a decision. All costs of arbitrations shall be borne by the losing party.
6. If at any step in the grievance procedure the time sequence is not strictly adhered to by the grievant, it will be presumed that the grievance has been resolved.
7. If at any step in the grievance procedure the time sequence is not strictly adhered to by the principal, Superintendent, or Board, the grievance will proceed to the next level.
8. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
9. Members of the Bargaining Unit filing a grievance shall complete a Grievance Form (Appendix E).

C. **MISCELLANEOUS**

1. The grievant has the right to Association representation at any step in the procedure.

2. No reprisals of any kind shall be taken by or against any grievant(s), any party(ies) of interest, any participant(s) in the grievance procedure, Association, or any member of the Association by reason of such participation. All documents, communications and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participants.
3. At any level of the procedure set forth in this Part B that occurs prior to Level Five, the parties may mutually agree to mediate the grievance using such process as they shall then likewise mutually agree to, provided that the refusal to agree to, statements made in, and the results of any such mediation shall each be inadmissible for any reason at any Level of the grievance procedure.

## **ARTICLE III**

### **ASSOCIATION RIGHTS**

Each of the rights listed below shall not be given to any other organization or individual claiming to or wanting to represent the members of the bargaining unit.

- A. As the recognized bargaining agent, the Association, its agents, and affiliates shall have the right to use the school buildings for meetings. Such meetings shall not interfere with or interrupt normal instructional programs or school operations, and further, shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.
- B. The Association shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, copy machines, duplicating equipment and audio-visual equipment, and shall be responsible for said equipment when operated by qualified persons, authorized by the building principal. The Association shall pay for consumable Board supplies used. The Association shall have the right to use school faculty bulletin boards, make announcements at faculty meetings for a period not to exceed ten (10) minutes, distribute faculty bulletins to teachers according to the normal school procedure.
- C. The Association shall have the right to the use of the internal mail system of the school.

- D. The Association shall have the right upon member approval to utilize Association insignia for the purpose of identifying membership on each member's school mailbox. Any additional use of the insignia on school property must receive the approval of the building principal.
- E. The Association shall have the right to payroll deduction of membership dues.
  - 1. Members shall have the right to authorize the continuous deduction of said dues from year to year hereafter. Said deductions will be made upon receipt of a signed authorization form submitted to the Treasurer of the Board at least seven (7) working days prior to the first pay period in October of each year. Dues collected shall be transmitted monthly to the Association. The Association will be responsible for collecting any dues not collected through payroll deduction.
  - 2. Such deductions shall be made in twenty-four (24) consecutive equal installments beginning with the first pay period in October, except for tutors.
  - 3. Payroll deductions for tutors shall be made in seventeen (17) consecutive equal installments beginning with the first pay period in October.
- F. Upon written request, the Association President will be provided a copy of the agenda, Board meeting minutes, and the Treasurer's monthly financial report. The Association shall have the right to address the Board at any special or regular Board meeting under Item "C" (Hearing the Public).
- G. The Association shall be given upon request such forms as the Reduction in Force list, the Training and Experience Grid, monthly financial reports, End of the Year Financial Report (listing all receipts and expenditures for the general fund by line item), Annual Appropriations Measure, Amended Official Certificate of Estimated Resources, Annual Budgets, Annual List of Supplemental Contracts, Number of Leave Days, S.F. 12, S.F. 1 filed in the fall, the SM-1 Spending Plan and any other forms or information deemed public.
- H. The Association representatives shall be permitted to conduct Association business, including going to other buildings during the regular school day at such times they are not regularly scheduled for pupil contact. Association representatives shall mean elected officers, building representatives, professional negotiations persons and other committee chairpersons. No class shall be interrupted unless there is permission by the building principal. When leaving one building and/or when entering a building, the building principal must be notified.

- I. As the representative of the Members of the Bargaining Unit employed by the Board, the Association will be responsible for informing all of its members of all items agreed to through negotiations.
- J. The representative(s) of the administration will meet at least once a month with the representative(s) of the Association, if requested by either party, at mutually convenient times, to discuss matters of mutual concern.

## **ARTICLE IV**

### **INDIVIDUAL RIGHTS OF MEMBERS OF THE BARGAINING UNIT**

- A. The Constitutional rights of individual Members of the Bargaining Unit are hereby recognized by the Board of Education. In keeping with these rights, the following provisions shall be set forth to clarify and not limit the understanding of such individual rights of Members of the Bargaining Unit employed by the Board of Education.
- B. The Board agrees that all Members of the Bargaining Unit are entitled to full rights of citizenship regardless of race, color, creed, age, sex, or place of origin.
- C. The Board further agrees that Members of the Bargaining Unit have the right to participate in professional and civic organizations for their personal benefit and interest.
- D. The Board further agrees that Members of the Bargaining Unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form so long as it does not adversely affect their teaching or the educational program.
- E. The Board further agrees that the private and personal life of any Member of the Bargaining Unit is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment unless it adversely affects their teaching performance or the educational program.
- F. The Board further agrees that Members of the Bargaining Unit may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional, on school premises.

- G. The Board further agrees that Members of the Bargaining Unit shall abide by the negotiated Agreement, Board adopted policies, and as provided in individual instructional staff member's contract to the extent that it does not endanger his/her personal safety or well- being or that of students in his/her charge.
- H. The Board further provides the right of due process to all Members of the Bargaining Unit in accordance with Board adopted policy and State and Federal law.
- I. Members of the Bargaining Unit will use discretion in professional dress.

## **ARTICLE V**

### **WORKING CONDITIONS**

Members of the Bargaining Unit employed under regular contracts to perform regular duties shall be governed by the following working conditions:

- A. Upon initial employment a Member of the Bargaining Unit shall be notified of his/her regular teaching assignment, including: (1) building where services are to be performed; (2) subject area/grade(s) to be taught; (3) time schedule of regular Member of the Bargaining Unit's day; (4) number of hours/periods in student's day. Any Member of the Bargaining Unit currently employed by the Board whose assignment is changed affecting any of the above conditions will likewise be notified in writing by the last "student day" of the school year and in keeping with the Article of the Agreement concerned with assignment, transfer, and vacancies.
- B. **SCHOOL YEAR**
  - 1. The Board shall adopt a school calendar each year. The Association shall be given a copy of the proposed calendar(s) within a reasonable time for the Association to give suggestions and input prior to adoption by the Board.
  - 2. The school year shall consist of no more than 183 days of which 180 shall be instructional. All district open houses shall be included in the 183 day school year.

3. Should the District exceed the five (5) calamity days allowable under Section 3317.01 ORC, all additional days shall be made up at the end of the regularly scheduled school year.

C. **LENGTH OF THE SCHOOL DAY**

1. The length of the school day for Members of the Bargaining Unit shall be no more than seven and one-half (7 ½) continuous hours including a duty-free lunch period that is equal to the time provided to the students and in no case less than thirty-five (35) consecutive minutes.
  2. The day prior to a vacation period when school is closed (Christmas, Thanksgiving, Spring Break and Good Friday) the early release schedule will be followed and Bargaining Unit Members will be released following student dismissal. No activities listed in Section 3. b., below, will be scheduled on these days.
  3.
    - a. Schools are dismissed two hours early once per month during the months of September, October, November, December, February, March and April and twice per month during the months of January and May. One early dismissal in January and one in May will be for the purpose of teacher recordkeeping. These early dismissals shall be used for professional development or faculty meetings. Professional development shall be defined as curriculum guide revision, academic content standard alignment, textbook selection, committee meetings, department and/or grade level meetings, individual projects or other professional work or in-service work, or any other activity which promotes the educational program in the Heath City Schools. Members of the bargaining unit may be asked to share with the staff information received during professional day opportunities.
    - b. Additional faculty meetings may be called by the Administration as the need arises, but the length of the school day will not exceed seven and one-half (7½) hours.
- D. During their duty-free lunch period, Members of the Bargaining Unit are free to leave the building, if they desire, provided they sign out and in.

E. **RELEASE TIME**

1. All Members of the Bargaining Unit shall be scheduled at least one period during each student day or its equivalent per week for non-pupil contact work, conferences, professional study, or other personal use for carrying out the duties of the position.
2. Elementary Members of the Bargaining Unit shall be released of student responsibility each week for the equivalent of one period per day. No Member of the Bargaining Unit shall teach more than one complete day per week without the benefit of a conference period.

F. Travel time during the school days shall not be considered lunch or conference time.

G. **FACILITIES**

Separate work areas and toilet facilities shall be provided for Members of the Bargaining Unit in all buildings.

H. **MEMBER OF THE BARGAINING UNIT LOAD**

1. Non-teaching duties shall be equitably assigned and distributed.
2. Following establishment of the master schedule for each building, Member of the Bargaining Unit duties and assignments will be as equitably distributed as possible.
3. Class size shall be balanced to the degree possible and such class size shall be based on State and Federal statutes, State standards, and the North Central guidelines.
  - a. Class size in academic areas shall be limited to one hundred sixty-five (165) students per day.
  - b. The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership within the first ten (10) days of the school year. If within those first ten (10) days of the school year the one (1) full-time equivalent classroom teacher per twenty-five (25) pupil average is exceeded, then the position/vacancy created shall be filled by a replacement Member of the Bargaining Unit and then

posted as a vacancy at the end of the academic year if the position is to be continued.

4. In no case shall more students be assigned to an instructional room or station in a greater number than there are facilities or materials for conducting an educational program.
- I. Items of program and curriculum concern shall be initiated no later than March 1, so as to be properly studied and implemented for the fall school term unless otherwise mutually agreed upon.
- J. A person of authority shall be designated and made known to the staff when the principal is not available.
- K. A substitute teacher shall be obtained in the absence of regular and special teachers, if available. If the administrator is unable to obtain a substitute or if a substitute is needed for a limited period of time, regular members of the faculty may be asked to serve as period substitutes. Teachers may refuse to accept assignment as a period substitute.
- L. Members of the Bargaining Unit shall accept responsibility in providing the environment and educational opportunity for each child to develop the basic skills and characteristics that will enable students to build character, honesty, consideration, and respect for others.
- M. Members of the Bargaining Unit shall direct and be responsible for the activities of any teacher aide assigned.

N. **FINANCIAL ARRANGEMENTS**

1. Members of the Bargaining Unit shall be paid in twenty-six (26) equal gross pays. Regular pay dates for Members of the Bargaining Unit shall be every other Wednesday. When a pay date falls on a day when school is closed during the regular school year, payment will be made the last working day prior to that date.
2. Retirement deductions shall be made in twenty-six (26) equal installments.
3. Teachers must have their paycheck direct deposited by notifying the Board Treasurer in writing on appropriate form(s). Members may change banks at any time during the year upon written notification to the Treasurer.

4. Members of the Bargaining Unit traveling between school buildings and/or on official school business shall be reimbursed mileage at the current IRS rate.
5.
  - a. Each Member of the Bargaining Unit may be required to perform non-contractual duties or attend meetings beyond the official school day. Any Member of the Bargaining Unit who performs non-contractual duties or attends meetings, as requested by the administration, beyond the official school day, in addition to those meetings listed in the paragraph below, shall be reimbursed at the subsidiary hourly teaching rate.
  - b. Members of the Bargaining Unit shall be required to attend one (1) district-wide curriculum meeting or one (1) departmental curriculum meeting and one (1) Open House per year at no expense to the Board. Open house shall be held on one of the 183 contracted days. If a Member of the Bargaining Unit has instructional time assigned in more than one building in the district, attendance shall be required of that Member of the Bargaining Unit at more than one (1) Open House. The Member of the Bargaining Unit shall be reimbursed at the current hourly subsidiary pay rate for each additional Open House that he/she attends. Members of the Bargaining Unit shall be excused from such meetings if there is a personal/professional conflict. It is understood that during years of textbook selection and curriculum guide revision that there may be a need for a district-wide curriculum meeting and a department curriculum meeting. At no time shall such meetings exceed one (1) hour.
6. The extension of the district programs shall be under Educational Options as listed in the Standards for Elementary and Secondary Schools. A Member of the Bargaining Unit shall receive one hundred dollars (\$100) for an initial program and seventy-five dollars (\$75) for each additional subsequent program. The cost of the program will be shared equally by the student and the Board. The extension program must be after school hours for reimbursement. The Member of the Bargaining Unit is to be given a supplemental contract for this work. The student requesting to participate in an extension of a district program shall first submit an Extra Credit Proposal form for approval. (See Appendix G.)
7. All safety equipment (goggles, fire resistant gloves, protective lab/shop aprons, and the difference between the cost of the teacher's regular prescription glasses and safety glasses--lens only) required for instructors

in laboratory classrooms (such as industrial arts, science and art) shall be provided by the Board at no cost to the instructor.

O. **LESSON PLANS**

1. Teachers will prepare lesson plans for instructional classes. Such lesson plans shall be kept in the teacher's classroom, and a copy of such lesson plans shall be made available to the principal upon request.
2. Educational service personnel (ESP) will prepare lesson plans for their assigned classes.
3. Each teacher is responsible for teaching the approved courses of study for his/her assigned classes, and the lesson plans shall be consistent with the appropriate course of study.

P. **LICENSES**

Members of the Bargaining Unit shall be responsible for filing with the Superintendent's office all licenses issued to the member by the Ohio Department of Education within thirty (30) days of receipt of such license\_or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a Member of the Bargaining Unit by reason of any license not filed by the member as provided herein.

Q. **PARENT-TEACHER CONFERENCES**

On or before May 1 annually, each building principal will seek input from all bargaining unit members within his/her building regarding the dates and times for parent-teacher conferences for the upcoming school year.

- R. Teachers are permitted to use school equipment outside of the school buildings as authorized by Board policy. Such equipment includes, but is not limited to, computers and electronic tablets (e.g. iPad). Teacher will not be liable for damage or theft of equipment as long as reasonable precautions have been made to prevent damage or theft.

## **ARTICLE VI**

### **MEMBER PROTECTION**

The Code of Student Conduct (Heath Board of Education) shall be the basis of all District-wide rules, regulations, and discipline procedures. Discipline procedures shall be established by the administration to enforce all sections of the Code of Student Conduct.

- A. Within the first ten (10) work days of each school year, the middle school and the high school principal shall meet with their respective student bodies to review the Code of Student Conduct, rules and regulations, and discipline procedures as outlined in the respective student handbooks. At the elementary level, such information shall be passed on to the students by the individual Members of the Bargaining Unit.
- B. It is the responsibility of each Member of the Bargaining Unit to implement such rules, regulations, discipline procedures and the Code of Student Conduct so as to provide an atmosphere for learning to take place. The administration and the Board shall cooperate with the members to provide consistent application and enforcement of all rules, regulations, discipline procedures, and the Code of Student Conduct to assist members in the carrying out of such procedures.
- C. Members of the Bargaining Unit and administrators may use such force as is reasonable and necessary to quell each disturbance threatening physical injury to anyone, to obtain possession of weapons or other dangerous objects upon the person or within the control of the person, for the purpose(s) of self-defense, and/or for the protection of a person(s) and/or property.

## **ARTICLE VII**

### **SEQUENCE OF CONTRACT ISSUANCE**

Normal sequence of limited contracts shall be:

- A. Upon initial employment of a Member of the Bargaining Unit by the Board, said Member shall be issued a one (1) year contract.

- B. Upon re-employment the second contract issued by the Board shall be for one (1) year.
- C. Upon re-employment the third contract issued by the Board shall be for two (2) years.
- D. Upon re-employment the fourth contract issued by the Board, and all limited contracts thereafter, shall be for three (3) years.
- E.
  - 1. Upon recommendation of the Superintendent, the Board of Education may issue one (1) limited contract of one (1) year duration other than the two (2) year contract provided in "C" above or the initial three (3) three (3) year contracts provided in "D" above, provided: Notice is given to the Member of the Bargaining Unit in writing on or before April 30, setting forth the reasons directed at the professional improvements of the Members of the Bargaining Unit as determined through evaluation.
  - 2. Upon the termination of the probationary limited contract, the Members of the Bargaining Unit shall be advanced to the next multi-year contract, or notified of the Board's intent not to renew such contract pursuant to law.
- F.
  - 1. Members of the Bargaining Unit shall be considered for continuing contracts as they become eligible in keeping with the Ohio Revised Code.
  - 2. Any Member of the Bargaining Unit preparing for a professional license shall notify the Treasurer of the school district prior to March 15 of the year their present limited contract expires if they desire a successor limited contract of shorter duration than indicated in the "sequence of contracts" sections of this Agreement.

## **ARTICLE VIII**

### **MEMBER EVALUATION**

#### **EVALUATION PROCEDURE DEFINED**

- A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent

of the overall evaluation is based on student growth measures and fifty (50) percent of the overall evaluation is based on a teacher's performance rating.

## **PURPOSE**

- A. The purposes of teacher evaluation are:
  - 1. To serve as a tool to advance the professional development of teachers.
  - 2. To inform instruction.
  - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
  - 4. To inform decisions concerning retention and promotion and the removal of poorly-performing teachers.

## **APPLICATION**

The teacher evaluation procedure contained in this agreement applies to teachers working under a license issued under Chapter 3319 of the Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

## **EVALUATORS**

- A. An evaluator must be a credentialed evaluator as defined in R.C. 3319.111(D) and on the district's approved list of evaluators.
- B. The person who is responsible for assessing a teacher's performance shall be:
  - 1. The evaluator for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation shall be designated by the District and on the District's approved list of evaluators.
  - 2. Teachers at above expected student growth will be evaluated by their immediate supervisor or credentialed evaluator selected by the teacher from a list of district-approved evaluators.

3. In the event a teacher performs work under the supervision of more than one Supervisor, each supervisor may conduct observations and walk-throughs. One supervisor shall be designated as the evaluating supervisor.
- C. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

## **EVALUATION INSTRUMENT**

The Evaluation Instrument shall be the forms used by the teacher's evaluator. The forms are located in Appendix of this Agreement.

## **EVALUATION COMMITTEE**

- A. A standing joint Evaluation Development Committee for the purpose of reviewing and making recommendations regarding the policy, procedure and process for the evaluation of certified teachers in the District.

B. **COMMITTEE COMPOSITION**

The committee shall be comprised of 6 Association members appointed by the Association president and 6 members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

C. **COMMITTEE OPERATION**

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
2. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
3. The committee will establish by mutual agreement a meeting calendar and timeline for work completion. There shall be a minimum of one meeting per year during the duration of the contract. More meetings may be requested if they are needed.
4. Committee agendas will be developed jointly by the co-chairpersons of the committee.

5. All decisions of the committee will be achieved by consensus.
6. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
7. Members of the committee may receive release time for committee work and training.
8. Minutes of meetings will be distributed to committee members, in a timely fashion.
9. The committee shall be authorized to utilize consultant(s) (examples are but not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, may be borne by the Board following appropriate Board procedures, which includes obtaining prior written approval.

**D. COMMITTEE AUTHORITY**

1. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
2. If either party wishes to consider any change or revision to the evaluation procedure or instrument during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.
3. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene bargaining to determine whether adjustments are appropriate.

**TRAINING**

- A. In-Service on the evaluation framework and system will be provided, at Board expense, for all teachers prior to the implementation of the evaluation framework. In the case of a new hire, such in-service shall occur within thirty (30) days of the first day worked.
- B. In-Service on the teacher evaluation framework and system will be offered as determined by majority vote of the committee.

## **SCHEDULE FOR EVALUATION**

- A. All teachers shall be evaluated at least once annually.
- B. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.
- C. If the board has entered into a limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the board shall perform a minimum of three formal observations for the evaluation in any school year in which the board may wish to declare its intention not to re-employ the teacher pursuant to RC 3319.11.

## **CRITERIA FOR PERFORMANCE ASSESSMENT**

- A. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument, Appendix of this Contract.
- B. Teachers shall be evaluated based upon work performance, observed by the evaluator(s) during formal observations and walk-throughs. No teacher shall be evaluated on his or her work performance except after fair and reasonable observations and walkthroughs, as required by law. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Undocumented information may not become part of a teacher's performance evaluation report. Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) work days after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report.

## **OBSERVATIONS**

### **A. SCHEDULE OF OBSERVATIONS**

A minimum of two (2) formal announced observations shall be conducted to support each evaluation. The first observations will not occur until after the first ten student days of the school year. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between the first two formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that

adverse personnel action may result, additional observations may be conducted.

**B. OBSERVATION CONFERENCE**

1. The announced 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.
2. Every classroom observation for formal appraisal purposes shall be followed by a conference between the Member of the Bargaining Unit and evaluator as soon as possible, but not to exceed four (4) teaching days\* except by mutual agreement.

\*Note: Any scheduled or unscheduled shortened days (i.e., Early Release or Delayed Start) do not count towards the four days.

**WALK-THROUGHS**

- A. A walk-through is an informal observation in the classroom that has the following components:
1. The walk-through shall be no more than 20 consecutive minutes in duration.
  2. Written or- electronic feedback will be given to the teacher within three (3) work days of the walk-through.
  3. A minimum of 2 walk-throughs shall be included in each evaluation.

**FINALIZATION OF EVALUATION**

- A. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two school years
- B. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and the teacher and shall serve as acknowledgment 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.

- C. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

## **PROFESSIONAL DEVELOPMENT**

- A. Professional growth and improvement plans shall be developed as follows:
  - 1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation from a list of district-approved evaluators.
  - 2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on the selection of a credentialed evaluator for the next evaluation.

Teachers with below expected levels of student growth and/or whose teacher performance (observation) rating is Ineffective will have an improvement plan developed for them by their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation and approve the improvement plan.

In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request another licensed/certificated employee of the district who is not a family member of either party to facilitate further discussion between the teacher and the evaluator.

- B. Professional growth and improvement plans for a school year shall be developed no later than the last day of school.
- C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.
- D. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.
- E. The Board shall provide for the allocation of financial resources to support professional development.

## COACHES FOR TEACHERS ON AN IMPROVEMENT PLAN

- A. The District will provide teachers under an improvement plan with a trained coach who is not the credentialed evaluator as when appropriate. The coach will be provided a supplemental contract equivalent to the Entry Year Teacher Mentor contract.
- B. **ROLE OF COACH**
1. The Coach 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.
  2. The Coach does not have a formal evaluation role. The Coach's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
  3. **Protections**
    - a. Other than a notation to the effect that a teacher served as a Teacher Coach, the teacher's activities as a Teacher Coach shall not be part of that staff member's evaluation.
    - b. Teacher Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
    - c. Professional conversations between Coach and credentialed evaluator should be on going but stay between the teacher, coach, evaluator and the director of certificated personnel.
- C. It is the parties' intention that any claim that this Article has been violated will be subject to the grievance procedure in Article II and not to any action under ORC 3319.11(G)(7) (or ORC Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors in applying the provisions of this Article and to ordering the correction of procedural errors in applying the provisions of this Article shall have no jurisdiction to order the Board of Education to reemploy a staff member, except that an arbitrator may order the Board of Education to reemploy a staff member upon a timely grievance asserting a violation of the provisions of this Article if the arbitrator determines that the Heath City Schools have failed to comply with the requirements of the provisions of this Article, but an arbitrator shall have no authority to review evaluations beyond

such procedural compliance and hence may not review the judgments or ratings made in evaluations.

## **ARTICLE IX**

### **PERSONNEL FILES**

- A. The Board shall maintain an official personnel file for each Member of the Bargaining Unit in the administrative center.
- B. All items placed in the file shall be dated and signed or identified as to source; however, the Board reserves the right to withhold letters of recommendation which originated from outside the School District that have not been approved for release by the author of said letter(s).
- C. Each Member of the Bargaining Unit has the right to examine his/her file during regular office hours. The member may be accompanied by a representative.
- D. The Member of the Bargaining Unit has the right to attach written comments to any item in the files.
- E. The file shall not be removed from the administrative center by the Member of the Bargaining Unit.
- F. One copy of each item in the file may be obtained at no cost.
- G. Official personnel files will be maintained in the administrative center. Building principals may maintain staff files; however, these files may be examined by the staff at their request.
- H.
  - 1. Communications between the community and the school ideally should be such that most complaints should be resolved through personal conferences at the school level. Various avenues of contact between the Member of the Bargaining Unit, pupil, parents, principal, and other appropriate staff personnel should be pursued to resolve differences.
  - 2. No undocumented and/or unsubstantiated public complaint shall become a subject of documentation in a Member of the Bargaining Unit's personnel file.

3. If the Member of the Bargaining Unit believes the documentation is false or misleading, he/she may appeal to the Superintendent to have the complaint removed from his/her personnel file.
4. If the matter is not resolved at the Superintendent level, the Member of the Bargaining Unit may appeal to the Board in executive session to have the complaint removed from his/her personnel file.
5. If the matter is still unresolved at the Board level, the Member of the Bargaining Unit may attach his/her written comments to the complaint.
6. In each of the steps above, the Member of the Bargaining Unit may be accompanied by counsel and/or association representation. Conferences regarding such complaints shall be private.

## **ARTICLE X**

### **DISMISSAL PROCEDURE**

This procedure shall be followed in the anticipation of non-renewal of a Member of the Bargaining Unit's contract:

- A. There shall be a minimum of two (2) or three (3) (as set forth in Article VIII above), thirty (30) minute observation periods prior to each evaluation session.
- B. If an ineffective rating is indicated on the Teacher Performance portion of the Evaluation, or the teacher has below expected measures of student growth, said Member of the Bargaining Unit shall be placed on an Improvement Plan as set forth in Article VIII above. Placement on an Improvement Plan will not preclude non-renewal of a contract in compliance with the non-renewal procedure set forth in R.C. 3319.11.
- C. A Copy of the evaluation instrument, upon completion, shall be made available upon written request by the member of the bargaining unit.

Any subsequent conferences shall be written up and signed by all parties in attendance.

- D. At the end of the second successive year of evaluation, if deficiencies are noted that warrant dismissal, the following steps shall be taken:

1. Conference with the building principal.
  2. Conference with the superintendent, building principal, association representative, and Member of the Bargaining Unit on or before May 30.
- E. Through following the first year of the teacher evaluation program it may be determined at the end of the initial year of service that a teacher may be dismissed.
- F. This Article supersedes ORC 3319.11(G)(7).
- G. It is the parties' intention that any claim that Article VIII or this Article, including but not limited to the provisions of ORC 3319.11 incorporated herein Section C above, has been violated will be subject to the grievance procedure in Article II and not to any action under ORC 3319.11(G)(7) (or ORC Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors in applying the provisions of this Article and to ordering the correction of procedural errors in applying the provisions of this Article shall have no jurisdiction to order the Board of Education to reemploy a staff member, except that an arbitrator may order the Board of Education to reemploy a staff member upon a timely grievance asserting a violation of the provisions of this Article if the arbitrator determines that the Heath City Schools have failed to comply with the requirements of the provisions of this Article, but an arbitrator shall have no authority to review evaluations beyond such procedural compliance and hence may not review the judgments or ratings made in evaluations.

## **ARTICLE XI**

### **VACANCIES AND TRANSFERS**

A. **DEFINITIONS**

1. A vacancy shall be any newly created or open position(s) in the Bargaining Unit which the Board or Superintendent intends to fill.
2. A vacancy shall occur when the Board takes official action to create a new position, accept a resignation, to terminate, to non-renew, to grant an extended leave of absence, or when the Superintendent transfers or promotes a Member of the Bargaining Unit.

3. A voluntary transfer shall mean a transfer initiated by the Bargaining Unit Member.
4. An involuntary transfer shall mean a transfer initiated by the administration.
5. The words transfer and reassignment are synonymous.

**B. ASSIGNMENT AND TRANSFER**

The assignment and transfer of Members of the Bargaining Unit is a function and responsibility of the Superintendent.

All teachers are subject to annual assignment. Assignment to regular teaching duties and other related teaching duties shall be made by the individual building principal and approved by the Superintendent.

Subsequent to the Member of the Bargaining Unit entering into a supplemental contract with the Board, the assignment of that Member of the Bargaining Unit shall be made by the individual building principal and approved by the Superintendent.

**C. VACANCIES**

1. The selection of persons to fill any vacancies shall be the sole and exclusive responsibility of the Superintendent. All such selections shall be done in accordance with this Article. The Board shall not be obligated to fill all vacancies.
2. Notice of vacancies and new positions for all regular and supplemental positions within the certificated staff shall be posted on the faculty bulletin boards in each building and in the district office for five (5) workdays during the school year. Vacancies posted after the last teacher workday through July 31, shall be posted in the same locations for ten (10) workdays. In addition, during the summer vacation, Members of the Bargaining Unit shall have phone access to all new or existing vacancies through the district office. All vacancy notices will be sent to the HEA President. Interested Members must submit a request in writing to the Superintendent for consideration no later than the last day of posting.
3. When a posted vacancy is to be filled by a currently assigned unit member, the Administration may defer the actual transfer of the unit member until the beginning of the next semester or school year. When exercising such option, the Administration may use substitute teachers or

temporary replacements to fill such openings during the interim. The Board shall non-renew any long-term substitute (120 or more days in the same position).

D. **VOLUNTARY TRANSFER**

1. A teacher may request to transfer from his/her current position to any other position for which said teacher has standard certification/licensure, upon making written request to the Superintendent. If the request is denied, the Superintendent shall notify the teacher in writing with the reason for said denial as soon as possible.
2. Members of the Bargaining Unit may initiate a voluntary transfer annually for the next school year by giving written notice to the Superintendent of interest for a different position, meaning a change in grade, subject, building, potential new position or supplemental positions, by February 1, annually. The notice shall include the order of preference for school(s), subject and/or grade desired.
3. A Member of the Bargaining Unit employed within the district requesting a voluntary transfer shall be interviewed and given priority consideration in filling a vacancy or new position before an individual new to the district is employed and so assigned that position.
4. A Member of the Bargaining Unit requesting a voluntary transfer for a position that is or becomes open and is not so assigned shall be given written reasons for the denial.

E. **INVOLUNTARY TRANSFER**

Invuntary transfer shall be initiated by the Administration pursuant to the following:

1. A conference between the Superintendent and/or Principal and the teacher shall take place prior to public/internal announcement.
2. A teacher shall not be transferred to a position for which he/she is without proper certification/licensure.
3. Written reasons for the decision by the Superintendent shall be given to the Member of the Bargaining Unit within five (5) days of said conference.

## ARTICLE XII

### REDUCTION IN FORCE

#### A. REASONS FOR REDUCTION IN FORCE (RIF)

The Board may reduce the number of Members of the Bargaining Unit for reasons listed in RC 3319.17 (B).

#### B. PROCEDURES (Initial)

1. Forty-five (45) days prior to action by the Board, the Superintendent shall notify the Association of the position(s) to be abolished.
2. A meeting shall be held between the representatives of the Association and the Superintendent to review appropriate data and assess the need for a Reduction in Force.
3. Prior to any reduction/elimination in program/curriculum, recommendations shall be presented and discussed with each Department/Grade Level so affected.

#### C. PROCEDURES (General)

1. A list shall be prepared by January 15 of each year of all Members of the Bargaining Unit according to: (1) certification/licensure, (2) continuing contract status, and (3) seniority (continuous service in the district) within all areas of certification/licensure for each Member of the Bargaining Unit. (This list shall be maintained and updated on an annual basis.)

All approved "leaves of absence" will be applied towards continuous service for seniority purposes, but will not be counted for granting step increments. The list shall include the following information:

- a. Date of initial employment (continuous)
  - b. Areas of Certificate/Licensure
2. The list will be updated by March 20 for all documentation (additional certification/licensure or additional areas of certification/licensure) submitted to the Superintendent by March 15. The March 15 date shall be the final cutoff date for Reduction in Force lists.

3. A reduction in force will be prepared by applying the following steps until all necessary reductions have been accomplished.
  - a. First, Members of the Bargaining Unit who will leave the district by reasons of retirement, resignation, or an approved Leave of Absence.
  - b. Second, the suspension of contracts from the certification/licensure areas according to the recommendation of the Superintendent. Unit members whose position is eliminated but whose contract is not suspended shall have the right to select placement into positions in their areas of licensure/certification. Preference will be given to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

“Comparable evaluation” shall be measured based solely on the performance component of the teacher evaluation process for the 2013-14, 2014-15, and 2015-16 school years. The ratings within each category are considered comparable to one another within the same category.
4. If ties occur in certification/licensure and seniority regarding years of service, the Member of the Bargaining Unit with the earliest date of Board action to employ will be considered most senior. If ties still remain, the Member of the Bargaining Unit having signed and returned the contract at the earliest date will be considered most senior. If ties still remain, the tie will be broken by the flip of a coin.
5. A Member of the Bargaining Unit whose contract is suspended as a result of a RIF Program shall be given written notification, by registered mail, that his/her employment will be suspended and the reason for such suspension. This notification shall occur prior to April 15, if possible, for the year that the RIF Program is to be implemented.
6. Reemployment of Members of the Bargaining Unit from the RIF list:
  - a. All Members of the Bargaining Unit whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach.

- b. A Member of the Bargaining Unit on the RIF list shall be offered a contract for positions for which certified, as set forth on said RIF list, as positions become available and in keeping with the reemployment provisions of the RIF list, as positions become available and in keeping with the certification/licensure and the seniority provisions of the RIF policy (inverse order - last discharged; first employed.)
- c. When an opening(s) occurs, the Board shall send a certified letter to all Members of the Bargaining Unit certified for the position, with copies to the Association, to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her current address. The Member of the Bargaining Unit shall respond within ten (10) days from the date he/she receives the letter to indicate availability and desire for the position. This ten (10) day count shall begin on the day the certified letter is received and signed for by the Member of the Bargaining Unit. The Board shall reinstate that Member of the Bargaining Unit indicating availability and desire for such position which has the highest evaluation, and in the result of comparable evaluations, greatest seniority. Notice is complete upon proof of mailing.
- d. Transfers of Members of the Bargaining Unit employed but not affected by the RIF Program shall be limited to positions not affected by said program. If a position(s) is established, this position(s) will be staffed first from the Member of the Bargaining Unit RIF list. Transfers may be made to a position affected by the RIF Program after the position(s) has been offered to all properly certificated Members of the Bargaining Unit on the RIF List. If the position is declined by the Member of the Bargaining Unit then the Members names will be removed from the RIF List.
- e. No Member of the Bargaining Unit new to the district will be employed until all properly certified Members of the Bargaining Unit on the RIF list have been offered a contract for the position in accordance with the provisions of this policy.
- f. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored. Members of the Bargaining Unit re-hired after two (2) years on the RIF list will be considered newly employed. During a layoff, a Member of the Bargaining Unit shall not accrue seniority or years of service.

7. Members of the Bargaining Unit remaining laid off will be given preferential consideration as substitute teachers.
8. Laid off Members of the Bargaining Unit (suspensions and non-renewals for reasons other than performance) shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years.
9. Administrative and supervisory personnel are excluded from the provisions of this Article.
10. A Member of the Bargaining Unit affected by the RIF shall be granted the rights herein stated for a period not to exceed two (2) years. The two (2) year count shall begin on July 1.
11. Insurance premiums shall be paid by the Board through the month of August for any Member of the Bargaining Unit whose contract has been suspended or non-renewed for reasons other than performance due to a reduction in force.
12. When writing the insurance specifications and awarding the bid, the Board will require the successful company to include insurance benefits for laid off Members of the Bargaining Unit (suspensions and non-renewals for reasons other than performance) for a period not to exceed two (2) years. The premium of these insurance benefits will be paid by the affected employee.

## **ARTICLE XIII**

### **LEAVE PROVISIONS**

#### **A. SICK LEAVE**

1. Each full-time Member of the Bargaining Unit shall be authorized sick leave in keeping with the provisions of the Ohio Revised Code and the language herein stated.
2. Each Member of the Bargaining Unit shall be entitled to sick leave credit of one and one-fourth (1¼) work days with pay for each completed month of service, for a maximum of fifteen (15) days per year. The maximum accumulation shall be three hundred thirty (330) days.

3. Each Member of the Bargaining Unit shall be entitled to at least ten (10) days of sick leave at the beginning of a school year regardless of whether that amount has accumulated. However, these ten (10) days shall constitute a part of the total days for which such Member of the Bargaining Unit is eligible during the year.
4. Any Member of the Bargaining Unit who transfers from one public agency within the State of Ohio to another shall be credited upon verification of such accumulation up to his/her maximum accumulation.
5. A Member of the Bargaining Unit who has been granted a leave of absence shall retain his/her accumulated sick leave when he/she returns to the employ of the Board.
6. Sick leave shall be granted to maximum accumulation for the following reasons:
  - a. Personal illness
  - b. Personal injury
  - c. Disability due to pregnancy/child birth
  - d. Exposure to contagious disease which could be communicated.
  - e. Illness or injury to a member of the immediate family.
  - f. Death in the immediate family.
7. Immediate family shall mean any of the following persons: children, father, mother, brother, sister, grandchildren, grandfather, grandmother, aunt, uncle, step-relationships as identified by the preceding categories, spouse's immediate family as identified by the preceding categories (including step-relationships), spouse, or other persons who have assumed a similar position to the employee.
8. The Board may authorize the granting of additional days of sick leave beyond the number accumulated upon recommendation of the Superintendent in keeping with Section 3319.08 of the Ohio Revised Code.

**B. FAMILY MEDICAL LEAVE ACT**

Members of the Bargaining Unit and the Board of Education retain full rights and obligations with regard to the Family Medical Leave Act of 1993.

C. **PERSONAL LEAVE**

1. Each Member of the Bargaining Unit shall be granted up to three (3) personal leave days per year with full pay, but may accumulate four (4) days per year with full pay due to a carryover of a maximum of one (1) day of personal leave from the preceding year.
2. Written application for personal leave shall be signed by the Member of the Bargaining Unit and submitted to the office of the principal at least seventy-two (72) hours (when possible) prior to the day/days such leave is to be taken. When emergency situations arise making this compliance impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted within three (3) days after date of absence and will state the nature of the emergency.
3. Personal leave may be used to attend graduation exercises of the Member of the Bargaining Unit or members of the immediate family, to conduct college business, to attend marriages in the immediate family, for religious observances, to conduct legal matters, to attend to personal matters that cannot be conducted on other than school time.
4. Personal leave shall not be used for: (1) gainful employment; (2) extension of holiday period -- holidays being Thanksgiving, Christmas, New Years (Winter Break), Spring Break, Good Friday, Easter, Memorial Day, Labor Day, Martin Luther King Day, and President's Day (days before or after a holiday) except in an emergency situation.
5. Members of the Bargaining Unit using Personal Leave shall complete the appropriate form: (See Appendix B)
6. Members of the Bargaining Unit who have personal leave days remaining at the end of the school year shall have the right to exercise options a, b, or c below, provided that such Members may exercise options a and c together or options b and c together:
  - a. Members who use zero (0) days of personal leave during the school year (July 1 - June 30) shall receive a payment of one hundred fifty dollars (\$150) the last pay of July. If two (2) personal leave days are unused, one hundred dollars (\$100) will be received. If one (1) personal leave day is unused, sixty-five dollars (\$65) will be received.

- b. Members shall have the option of converting all unused personal days, up to three (3) days, in lieu of cash payment. This exchange will be at two (2) sick days for one (1) personal day. Members shall notify the district Treasurer in writing of their intent for this option on or before June 10<sup>th</sup> of each year. Such conversion shall not cause the member's sick leave accumulation to exceed three hundred thirty days and shall be converted as of the last pay of July.
- c. Members may roll over one (1) unused personal day from one year to the next to have a maximum of four (4) personal days in that next year, provided that any day so rolled over shall be counted as a day used for purposes of the attendance incentives set forth in item a above and for purposes of sick leave conversion set forth in item b above. No more than three (3) personal leave days may be used consecutively.

C. **EMERGENCY LEAVE**

Emergency leave of absence from normal teaching duties up to a total of four (4) days per school year without pay will be granted by the Board, upon submission of satisfactory evidence acceptable to the administration of an actual emergency situation.

D. **PROFESSIONAL LEAVE**

- 1. This leave shall be for attending professional meetings, to make building visitations, attend conferences or programs that will benefit the Member of the Bargaining Unit or the local school programs.
- 2. There shall be one hundred five (105) days of professional leave for members of the bargaining unit divided within the school year in the following manner: fifty-three (53) days available the first semester of school, fifty-two (52) days available the second semester of school. Days not used in semester one may be added to the total days in semester two. Each request for professional leave must be submitted to the building principal and receive approval from the Superintendent. (Professional Leave Form -- see Appendix F)
- 3. Members of the Bargaining Unit granted professional leave shall be reimbursed for actual and necessary expenses incurred, including registration fees; meals (breakfast - \$5.00, lunch - \$8.00, dinner - \$12.00); and lodging (\$50.00). The Board will pay travel expenses at the IRS rate per mile if a personal vehicle is used and actual cost if a public

carrier is used. Members of the Bargaining Unit, in cooperation with their building principal, may submit a budget in advance of the Professional Leave to secure sufficient funds to cover expenses.

4. Receipts shall be required for all of the above expenses and a written report highlighting the pertinent information learned from attending the professional activity shall be given to the building principal within ten (10) school days after the professional day is taken.
5. Members of the Bargaining Unit taking students to meetings, competitions, field trips, etc. shall be considered performing contract duties. This shall not be considered professional leave.

Members of the Bargaining Unit authorized or required to perform such activities shall receive regular pay for such days and shall be reimbursed for reasonable and necessary expenses incurred.

E. **JURY DUTY**

1. The Board of Education shall pay any employee regular compensation when said employee serves as juror. Members of the Bargaining Unit will be excused upon request and will return to the Board any remuneration received while serving in said capacity.
2. Such leave shall not be deducted from any other type of leave.
3. When granted such leave, the Member of the Bargaining Unit shall be replaced by a qualified substitute according to the Board policy.

F. **ASSOCIATION LEAVE**

1. Upon the approval of the local Association President a maximum limit of forty-five (45) days of Association Leave shall be granted for the three (3) year term of this Agreement.
2. The Board shall obtain and pay for a substitute for a Member of the Bargaining Unit on such leave.
3. Members of the Bargaining Unit on such leave shall incur no loss of salary.
4. The Association shall determine and be responsible for expenses incurred by a Member of the Bargaining Unit on such leave as provided by the Association Constitution and By-Laws.

G. **MILITARY LEAVE**

Military Leave shall be granted to Members of the Bargaining Unit pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

H. **CHILD CARE LEAVE**

An employee may take up to 12 weeks of accrued, unused paid sick leave following the birth or adoption of a child. The 12 week period begins on the date of the birth or placement of the child. If a husband and wife eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, and foster care placement may be limited to 12 weeks.

I. **UNPAID LEAVE OF ABSENCE**

Upon written request, unpaid leave of absence shall be granted Members of the Bargaining Unit in keeping with the following:

1. Said leave shall be for: illness or disability, professional travel, study or growth, exchange teaching, child-rearing purposes, or other reasons approved by the Board.
2. Said leave shall be granted for the specific period of time initially requested but for no more than the remainder of the school year in which it was granted and the next school year. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.

Said leave of as many as ten (10) total days throughout a school year shall be granted in full day increments for the specific period of time requested, but for no more than five (5) consecutive days at one time.

3. A Member of the Bargaining Unit on a voluntary leave of absence shall be eligible to insurance provisions by paying the Board cost of such coverage.
4. A Member of the Bargaining Unit may be placed on an involuntary leave of absence by the Board in keeping with provisions of Section 3319.13 and 3319.16 and related sections of the ORC for mental and physical disabilities.
5. A Member of the Bargaining Unit on an involuntary unpaid leave of absence shall be eligible to insurance provisions by the Board paying for cost of such coverage.

6. A Member of the Bargaining Unit returning from an unpaid leave of absence shall retain seniority rights as if fully employed and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement and related Board policies.

J. **SABBATICAL LEAVE**

Full time Members of the Bargaining Unit may apply to the Superintendent for a leave of absence with pay (the difference between the pay of the Member of the Bargaining Unit on sabbatical leave and the substitute's pay) for professional study or travel. If such a leave is granted the following conditions shall apply:

1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.
2. Sabbatical leave shall be for one or two semesters only.
3. Only one such leave may be granted for each five (5) years of service to the district. Five (5) continuous years of service are required prior to application.
4. To be eligible for payment of salary, the Member of the Bargaining Unit must return to the employment of the Board for at least one (1) year, unless the member of the Bargaining Unit has twenty-five (25) years of teaching experience.
5. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
6. No leave will be granted to an individual for a second time if other Members of the Bargaining Unit have filed a request for sabbatical leave.
7. Members of the Bargaining Unit granted sabbatical leave shall continue on the employee roster and shall receive all insurance benefits provided by the Board.

K. **ASSAULT LEAVE**

1. Assault leave shall be granted to a Member of the Bargaining Unit who is absent due to physical disability resulting from an assault by another adult or an assault by a student which occurs in the course of his/her employment. The assaulted Member of the Bargaining Unit shall be eligible for and receive full pay and fringe benefits, and such leave shall not be charged against either sick leave or personal leave. The maximum

number of assault leave days granted to each Member of the Bargaining Unit shall be thirty (30) days per year and shall be non-cumulative.

2. A Member of the Bargaining Unit granted assault leave must furnish a statement, signed by the member and his/her physician, stating the nature and duration of the disability and the necessity of absence from regular employment.
3. Assault leave and personal leave will be granted to a Member of the Bargaining Unit who assaults another adult or student and incurs a disability or injury by doing so.
4. An assaulted Member of the Bargaining Unit must file charges against the person who allegedly assaults them with the proper policy authorities before assault leave will be considered.
5. Absence of the assaulted Member of the Bargaining Unit because of court appearances resulting from assaults covered by this Article shall be chargeable to assault leave.

L. **RETURN FROM LEAVE**

Any Member of the Bargaining Unit on sick leave for pregnancy, an unpaid leave of absence, or sabbatical leave the second semester shall provide written notification to the Board on or before March 1, of the year in which the Member of the Bargaining Unit is on leave, whether the member desires to return for the subsequent school year.

If written notification is not received by the Board by March 1 of the year in which the Member of the Bargaining Unit is on leave, then the Board shall notify the Member of the Bargaining Unit via certified mail stating that the member's name shall be placed at the bottom of the RIF list and that a notice of vacancy of his/her position shall be posted unless the Member of the Bargaining Unit provides the required written notice within ten (10) days of receipt of the certified letter.

## **ARTICLE XIV**

### **INSURANCE**

The Heath Board of Education shall provide and pay the monthly premiums of the following described insurance plans (hospitalization, major medical, dental and vision) as of the effective date of this contract, as follows:

July 1, 2013	85%
July 1, 2014	TBD
July 1, 2015	TBD

The employee contribution will be made in twenty-four (24) equal payments.

In the event that two employees of the School District are both covered under the same family plan as offered by the District, the Board of Education will pay the actual family plan monthly premium or the sum of the current amounts being paid by the Board of Education for a single plan plus a family plan, whichever is less.

Section 125 of the Internal Revenue Code allows employers to set up a Premium Only Plan (POP) that enables employees to have their premium contributions for employer-sponsored benefit plans taken out on a pre-tax basis. The deduction of premiums on a pre-tax basis reduces the employee's taxable income, thereby reducing the amount of tax an employee pays. The Heath Board of Education establishes a POP for members of this bargaining unit.

The Board shall supply the President of the Heath Education Association with a comprehensive copy of each insurance policy.

The foregoing provisions, and the remainder, of this Article shall be subject to the proviso of Section B. of Article XXIV of this Agreement.

#### **A. HOSPITALIZATION AND MAJOR MEDICAL**

The Heath Board of Education will make available a policy of hospitalization and Major Medical Insurance to all Members of the Bargaining Unit.

This insurance will provide benefits that are at a level equal to or greater than the benefits in effect on April 8, 2008, and in compliance with guidelines established by the school employees Healthcare Board as outlined in O.R.C. 9.901. It is understood that this hospitalization/major medical is available on a

voluntary basis. To be eligible and included, each employee must register in and be a part of the approved Heath City School District Plan.

There will be no reimbursement to an employee enrolled in another similar hospitalization plan.

The responsibility of notifying the Treasurer of intent to participate in the approved plan rests with the employee.

B. **DENTAL**

The Heath Board of Education will make available an insurance policy covering Dental Care to all Members of the Bargaining Unit.

This insurance will provide benefits that are at a level equal to or greater than, the benefits in effect on April 8, 2008. It is understood that the dental care is available on a voluntary basis. To be eligible and added each employee must register in and be a part of the approved Heath City Schools District plan.

There will be no reimbursement to an employee enrolled in another or similar dental plan.

C. **VISION**

The Heath Board of Education will make available an insurance policy covering Vision to all Members of the Bargaining Unit.

This insurance will provide benefits that are at a level equal to or greater than the benefits in effect on April 8, 2008.

D. **TERM LIFE INSURANCE**

Effective on the date this negotiated Agreement is approved by the Heath City Schools Board of Education, the Board will provide \$25,000 term life insurance to each Member of the Bargaining Unit.

The Board shall pay 100% of the actual monthly premium.

This coverage shall include double indemnity for accidental death and dismemberment.

E. **INSURANCE BENEFIT RATES FOR PART-TIME, ONE-HALF TIME, AND FULL-TIME EMPLOYEES:**

The Heath Board of Education will pay the following insurance benefit rates for any new employee hired as of January 1, 1984:

- Employed less than 12.5 hours per week: no insurance benefits will be paid by the Board.
- Employed 12.5 hours per week, but less than 20: one-half (½) of insurance benefits will be paid by the Board.
- Employed 20 hours per week or more: full insurance benefits will be paid by the Board.

This policy is effective July 1, 1984, and does not affect insurance presently paid to employees hired prior to January 1, 1984.

F. **INSURANCE PLAN COMMITTEE**

There shall be an insurance committee that shall consist of three (3) members annually appointed by the Superintendent (who shall also designate which of his/her appointees shall serve as the committee chair), three (3) members annually appointed by the President of the Association, and, if the Heath Educational Support Staff Association (hereinafter referred to as "HESSA") agrees, three (3) members annually appointed by the President of HESSA. The committee shall meet at least one hundred twenty (120) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair.

## **ARTICLE XV**

### **SEVERANCE PAY**

- A. All Members of the Bargaining Unit of the Heath City Schools employed under provisions of the State Teacher Retirement System of Ohio or the School Employees Retirement System of Ohio may at the time of retirement from either of these systems, elect to be compensated for one-fourth (¼) value of their accrued, but unused sick leave as defined below. Eligibility for compensation of accrued but unused sick leave credit extends only ninety (90) calendar days beyond the last paid day of service in the Heath City Schools.

- B. Severance allowance shall be one-fourth ( $\frac{1}{4}$ ) of the value of accrued but unused sick leave credit with maximum allowance limited to 56.75 days, plus one (1) day for each year of service over ten (10) years employment in Heath City Schools. Payment for sick leave credit shall be considered to eliminate all sick accrued by the employee with such payment being made only one time to any employee.
  
- C. Payment shall be made no later than sixty (60) calendar days after the effective date of retirement officially recognized by the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio or, at the retiring employee's written request, payment may be delayed into the next tax year.

**ARTICLE XVI**  
**Heath Education Association**  
**REGULAR SALARY SCHEDULE & INDEX**

**INDEX**

<b><u>YRS</u></b>	<b><u>BACH</u></b>	<b><u>150 HRS</u></b>	<b><u>MASTERS</u></b>	<b><u>MA + 15</u></b>	<b><u>MA + 30</u></b>	<b><u>PHD</u></b>
0	1.000	1.040	1.100	1.125	1.150	1.200
1	1.040	1.080	1.150	1.180	1.200	1.250
2	1.080	1.120	1.200	1.230	1.250	1.300
3	1.120	1.160	1.250	1.280	1.300	1.350
4	1.160	1.200	1.300	1.330	1.350	1.400
5	1.200	1.240	1.350	1.380	1.400	1.450
6	1.240	1.280	1.400	1.430	1.450	1.500
7	1.280	1.320	1.450	1.480	1.500	1.550
8	1.320	1.360	1.500	1.530	1.550	1.600
9	1.360	1.400	1.550	1.580	1.600	1.650
10	1.400	1.440	1.600	1.630	1.650	1.700
11	1.440	1.480	1.650	1.680	1.700	1.750
12	1.480	1.520	1.700	1.730	1.750	1.800
13	1.520	1.560	1.750	1.780	1.800	1.850
14	1.560	1.600	1.800	1.830	1.850	1.900
15	1.610	1.650	1.850	1.880	1.900	1.950
18	1.660	1.700	1.900	1.930	1.950	2.000
20	1.710	1.750	1.950	1.980	2.000	2.050
23	1.760	1.800	2.000	2.030	2.050	2.100
25	1.810	1.850	2.050	2.080	2.100	2.150
27	1.860	1.900	2.100	2.130	2.150	2.200

## Heath Education Association

**Salary Schedule Effective July 1, 2009 through June 30, 2014**

**BA Base: \$33,286**

<u>YRS</u>	<u>BA</u>	<u>150 HR</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PHD</u>
<b>0</b>	\$33,286	\$34,617	\$36,615	\$37,447	\$38,279	\$39,943
<b>1</b>	34,617	35,949	38,279	39,277	39,943	41,608
<b>2</b>	35,949	37,280	39,943	40,942	41,608	43,272
<b>3</b>	37,280	38,612	41,608	42,606	43,272	44,936
<b>4</b>	38,612	39,943	43,272	44,270	44,936	46,600
<b>5</b>	39,943	41,275	44,936	45,935	46,600	48,265
<b>6</b>	41,275	42,606	46,600	47,599	48,265	49,929
<b>7</b>	42,606	43,938	48,265	49,263	49,929	51,593
<b>8</b>	43,938	45,269	49,929	50,928	51,593	53,258
<b>9</b>	45,269	46,600	51,593	52,592	53,258	54,922
<b>10</b>	46,600	47,932	53,258	54,256	54,922	56,586
<b>11</b>	47,932	49,263	54,922	55,920	56,586	58,251
<b>12</b>	49,263	50,595	56,586	57,585	58,251	59,915
<b>13</b>	50,595	51,926	58,251	59,249	59,915	61,579
<b>14</b>	51,926	53,258	59,915	60,913	61,579	63,243
<b>15</b>	53,590	54,922	61,579	62,578	63,243	64,908
<b>18</b>	55,255	56,586	63,243	64,242	64,908	66,572
<b>20</b>	56,919	58,251	64,908	65,906	66,572	68,236
<b>23</b>	58,583	59,915	66,572	67,571	68,236	69,901
<b>25</b>	60,248	61,579	68,236	69,235	69,901	71,565
<b>27</b>	61,912	63,243	69,901	70,899	71,565	73,229

- A. A member shall be placed on the salary schedule according to the member's training and experience except as outlined in Section E., below.
- B. A member with a bachelor's degree and who has earned 150 hours shall be placed on the 150 Hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.
- C. A member with a master's degree who has earned an additional fifteen (15) and/or thirty (30) semester hours after earning the Master's degree shall be paid on the Master's+15 or Master's+30 column. The additional hours must be graduate hours.
- D. Three (3) quarter hours shall equal two (2) semester hours.
- E. Upon initial hire, an employee shall be given full experience credit for all verifiable years of teaching service in public or private schools or colleges accredited by a state or the U. S. Government and for all honorably discharged active military service in the armed forces of the United States to the maximum step provided on the salary schedule, provided that upon such initial hire no one shall be so given more than ten (10) years of experience credit except as the Superintendent determines either that the position is critical or high need or that other extenuating circumstances exist. This just-stated proviso applies to all employees who are newly hired on or after the later of the ratification of this Agreement or July 1, 2004.
- F. One (1) year of teaching experience shall mean the employee has provided service for one hundred twenty (120) days or more in any one (1) school year. This provision applies to all newly hired employees effective with ratification of this contract.
- G. Horizontal movement on the salary schedule shall be made within thirty-five (35) days of submission of evidence of completion of course work which qualifies the member for the move. For course work completed during the summer months, placement on the salary schedule will be effective the first day of the following school year.

## **ARTICLE XVII**

### **STRS PICK-UP**

- A. The Heath City Board of Education herewith agrees to "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System of Ohio paid upon behalf of the Members of the Bargaining Unit under the following terms and conditions:
1. The amount to be "picked-up" on behalf of each Member of the Bargaining Unit shall be the amount required to be contributed by the STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  2. The pick-up percentage shall apply uniformly to all Members of the Bargaining Unit as a condition of employment.
  3. The pick-up shall become effective with the 1984-85 Member of the Bargaining Unit's contract earnings and shall apply to all compensation including supplemental earnings thereafter.
  4. The parties agree that should the rules and regulations of IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
  5. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the employee's contract).
- B. The amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that the employee's total salary is not increased by such "pick-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

## **ARTICLE XVIII**

### **COURSE WORK REIMBURSEMENT**

- A. Members of the Bargaining Unit under contract to the Board shall be granted reimbursement for additional course work completed at the rate of \$78.00 per quarter and \$98.00 per semester hour. However, course reimbursement shall not exceed the actual cost incurred.
  - 1. Members of the Bargaining Unit who enroll for course work at OSU-N are encouraged to use tuition vouchers. Teachers using such vouchers shall not be entitled to any additional reimbursement for that course work.
- B. Course reimbursement for continuing education courses shall not exceed the actual cost incurred or the dollar amount specified for quarter/semester hours in Item A. One (1) Semester Hour = 3 CEU's.
- C. Said reimbursement will be granted within thirty (30) days upon providing the Treasurer of the Board evidence of satisfactory completion of course work from the college or university.
- D. Each course shall be in the Member of the Bargaining Unit's area of certification/licensure or in an area which is a teaching field in the school district.
- E. Individuals receiving assistantships shall not be entitled to course work reimbursement. However, credits earned while receiving an assistantship shall count for credit on the salary schedule.
- F. The Teacher must complete the next school year as a teacher in the district. If the teacher fails to satisfy this teaching obligation, the amount the teacher has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not yet paid. After this deduction has been made, if there is any balance still owed by the teacher, it shall be immediately due and payable to the district. This payment is void if the contract of the person is suspended in keeping with the Reduction in Force Policy.
- G. Total reimbursement by the Board under this Article for the twelve (12) months ending June 30<sup>th</sup> shall not exceed the amount expended for requests during the twelve-month period from July 1, 2000 through June 30, 2001 of \$33,894.00.

# ARTICLE XIX

## SUPPLEMENTAL SALARY SCHEDULE

### INDEX

<u>YRS</u>	<u>0</u>	<u>3</u>	<u>6</u>	<u>9</u>	<u>15</u>
A	.112	.125	.138	.157	.186
B	.097	.105	.119	.132	.150
C	.067	.080	.093	.106	.120
D	.063	.076	.089	.101	.114
E	.051	.061	.071	.083	.096
<u>YRS (Cont.)</u>	<u>0</u>	<u>3</u>	<u>6</u>	<u>9</u>	<u>15</u>
F	.046	.053	.060	.067	.078
G	.030	.032	.033	.036	.042
H	.020	.022	.023	.026	.032

Salaries shall be based on the current year's BA Base salary on the Teachers' salary schedule.

## SUPPLEMENTAL CATEGORIES

### A

Head Football  
Head Basketball - Boys  
Head Basketball - Girls  
Instrumental Music Director

### B

Head Softball  
Head Baseball  
Head Volleyball  
Head Track - Boys  
Head Track - Girls  
Head Cheerleading Advisor  
Head Wrestling

### C

Assistant Football - 5  
JV Boy's Basketball  
JV Girl's Basketball  
Assistant Band - 2  
High School Yearbook  
Head Speech and Debate  
Head Swimming  
\*\*Head Soccer - Girls  
\*\*Head Soccer - Boys  
Head Golf  
High School Mass Media  
Subcaller

### D

JV Volleyball  
Freshman Basketball - Boys  
Freshman Basketball - Girls  
Musical  
Head Boys Cross Country  
Head Girls Cross Country  
JV Baseball  
JV Softball  
Vocal Director  
Freshman Football  
Assistant Boy's Track  
Assistant Girl's Track  
Assistant Cheerleading Advisor  
Assistant Boys' Basketball  
Assistant Girls' Basketball  
J.V. Wrestling

### E

Freshman Volleyball  
Assistant Varsity Baseball  
Assistant Varsity Softball  
JV Golf  
\*\*JV Boys Soccer  
\*\*JV Girls Soccer  
Assistant - Swimming  
8th Grade Football  
7th Grade Football  
8th Grade Basketball - Boys  
7th Grade Basketball - Boys  
8th Grade Basketball - Girls  
7th Grade Basketball - Girls  
8th Grade Volleyball  
7th Grade Volleyball  
M.S. Cheerleading Advisor  
M.S. Boys' Track  
M.S. Girls' Track  
Faculty Manager - Fall  
Faculty Manager - Winter  
M. S. Wrestling

### E

Assistant 7th Grade Football  
Assistant 8th Grade Football  
Fall Play  
Spring Play  
High School Student Council  
\*M.S. Cross Country  
\*M.S. Golf  
Assistant Middle School Track  
Assistant Middle School Wrestling

### G

Student Council Advisor - M.S.  
Garfield Yearbook Advisor  
Heath Middle School Yearbook Advisor  
Stevenson Yearbook Advisor  
Head ROE - 2  
Head Senior Class Advisor  
Head Junior Class Advisor  
Quiz Team Advisor

## H

Footlighters

HADD - IT

Biddy Basketball - Girls

Biddy Basketball - Boys

FCCLA/Commencement

Computer Club (HHS)

ROE Assistant

National Honor Society

Spanish Club

Media Club – MS

High School Media/Library Club

French Club

Thespians

Sophomore Class Advisor

Freshman Class Advisor

Assistant Senior Class Advisor - 1

Assistant Junior Class Advisor - 2

Science Club (Heath Middle School)

Senior Business Professionals of America

Advisor

Soccer Club

\* Anytime there are insufficient numbers to field a team (4-golf, 5-cross country, 12-true freshman football) as of the first day of school, then the supplemental contract(s) held by the members for these activities shall become null and void.

\*\*Boys and Girls Soccer may be required to form one (1) coed team due to insufficient numbers to field an individual team (11 boys, 11 girls), which will allow for only one (1) coaching contract.

Presently employed coaches moving in levels shall be reimbursed according to the number of years of experience in that sport. Experience earned under a similar supplemental duty contract in school district(s) of previous employment shall be credited as if earned in the Heath district.

**SUBSIDIARY TEACHING DUTIES**

Hourly Rate Effective 07-01-13.....	\$17.13
Hourly Rate Effective 07-01-14.....	TBD
Hourly Rate Effective 07-01-15.....	TBD

Teachers will receive subsidiary pay for detentions (a maximum of two hours per week total at Heath Middle School and two hours per week total at Heath High School), Saturday School, after-school tutoring (only after prior approval of the building principal), attending more than one open house, and for loss of conference/planning period.

## **ARTICLE XX**

### **NON-DISCRIMINATION**

Neither the Board nor the Administration shall discriminate in the administration of this Contract.

## **ARTICLE XXI**

### **MANAGEMENT RIGHTS**

The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities not specifically limited by the express terms of this contract.

## **ARTICLE XXII**

### **PROFESSIONAL DEVELOPMENT COMMITTEE**

A Heath Local Professional Development Committee (HLPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

#### **A. TERM OF OFFICE**

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered, one (1) teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and a third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies for administrative members.

#### **B. COMMITTEE COMPOSITION AND SELECTION**

1. The committee shall be comprised of six (6) members as follows:
  - a) one (1) elementary teacher (K-5), one (1) middle school teacher (6-8), and one (1) high school teacher (9-12).
  - b) three (3) representatives of the administration, one (1) of which shall be a building principal.

2. The three (3) teachers shall be elected by a majority vote of the classroom teachers of the district. Two (2) representatives of the administration shall be elected by a majority vote of the principals of the district and one (1) to be appointed by the Superintendent.
3. When a teacher is being considered for licensure renewal, the committee shall consist of three (3) teachers and two administrators. The administration shall determine which of its two (2) members will participate.
4. When an administrator is being considered for licensure renewal, the committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which of their two (2) members will participate.
5. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the Association will select a replacement.
6. In the event it becomes necessary to fill a vacancy of an administrative member, the Superintendent shall appoint a replacement member to serve on the committee.
7. In the event a teacher committee member is being considered for licensure renewal, the Association will select an alternative teacher member to serve on the committee to review that teacher's licensure renewal process only.
8. If an administrative member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee to review that administrator's licensure renewal process only.

C. **CHAIRPERSON**

The committee chairperson shall be determined by a majority vote of the committee members.

D. **DECISION MAKING**

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of four (4) people.

E. **TRAINING**

Members of the HLPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on release time and shall be in addition to any other professional leave for which the member is entitled under the master agreement.

F. **MEETINGS AND COMPENSATION**

1. The HLPDC shall establish meeting dates in January, May, August and November. If additional meeting dates are needed, committee members will schedule

meetings as often as the members deem necessary to complete their work. The committee may schedule work sessions on paid release time, but presentation of portfolios shall be scheduled during after school hours. On/before September 30 of each year, the committee shall post their meeting schedule in each building. Additional meeting dates, which the committee deems necessary, will be posted in each building as soon as they are scheduled.

2. Members of the HLPDC shall be paid one thousand five hundred fifty dollars (\$1,550) per year on/or before May 31. This payment shall be made on a per meeting basis of \$387.50 per meeting.
3. The committee members shall present a comprehensive report and copies of time sheets to the Board and the Association at their respective meetings in June.
4. Members of the HLPDC shall be paid one thousand five hundred fifty\_dollars (\$1,550) per year within the pay period after the one in which the President of the HLPDC has signed and filed in the Treasurer's office the District's standard supplemental contract performance paperwork following the regular May meeting.

G. **COMMITTEE RESPONSIBILITY**

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees leading to licensure renewal.

H. **MASTER AGREEMENT COMPATIBILITY**

The committee shall have no authority to supersede any section of the Master Agreement between the Board and the Association.

I. **LIABILITY**

Members of the HLPDC shall be indemnified for action related to the proper performance of their duties as members of said committee.

The HLPDC shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation.

The appeals process provided in the HLPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the HLPDC or of any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

**ARTICLE XXIII**

**IMPLEMENTATION AND DURATION**

- A. This contract will be effective from July 1, 2013, and will continue through June 30, 2016, and annually thereafter unless the Board or Association gives written notice to the other of its intent to modify or amend this Contract.

Base Salary will remain frozen for the 2013-14 school year. Steps will remain frozen for the 2013-14 school year. Stipends from the 2010-11 and 2011-12 school years will remain in effect for the 2013-14 school year.

It is understood that on or about January 15, 2014, there will be a re-opener for the limited purpose of bargaining salary and insurance and anything mutually agreed upon. If agreement is not achieved within thirty (30) calendar days (unless extended by mutual agreement of the Board and the Association), the dispute resolution procedures found in Article 1, Section F, of this Agreement shall apply. If agreement is not reached as a result of this procedure, it is recognized that the Association may exercise its rights appearing in Section 4117.14 (D) (2) of the Ohio Revised Code.

- B. Provision in this Contract shall supersede any related rules, procedures, or policy previously adopted by the Board and not consistent with terms and conditions herein stated.
- C. The Board shall make no change in any wage, hour, term or other condition of employment which falls within the realm of a mandatory subject of bargaining under pertinent sections of ORC 4117 until changed through future negotiations.
- D. The items agreed to between and Board and the Association are the result of good faith negotiations. If any provision of the Contract is determined to be contrary to law by an act of the legislature or court of proper jurisdiction, then such provision shall be deemed null and void to the extent prohibited. Other provisions shall remain in full force and effect.
- F. Copies of this Contract shall be provided to all Members of the Bargaining Unit. The expense will be shared equally by the Board and the Association.
- G. By affixing our signature, we affirm that the respective parties have ratified and adopted this Agreement.

For the Board:

James A. Pollock  
[Signature]  
Bradley T. Hall  
12/3/13

Date

For the Health Education Association:

[Signature]  
Mari Garrett  
12/3/13

Date

# APPENDIX B

## HEATH CITY SCHOOLS PERSONAL LEAVE

Date \_\_\_\_\_

Please fill out in triplicate and return to the building principal.

Name: \_\_\_\_\_

Number of Personal Days: \_\_\_\_\_

Date/Dates of Leave: \_\_\_\_\_

\_\_\_\_\_ Graduation Exercises

\_\_\_\_\_ College Affairs

\_\_\_\_\_ Marriage Ceremonies

\_\_\_\_\_ Religious Observance

\_\_\_\_\_ Legal Matters

\_\_\_\_\_ Personal Matters that cannot be conducted on other than school time.

\_\_\_\_\_ Emergency Situation\*

I affirm that the use of personal leave is authorized pursuant to the Personal Leave Policy.

Teacher \_\_\_\_\_

(\* - Provide information in keeping with policy.)

\_\_\_\_\_  
Principal or Supervisor

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date Received

\*\*Signature of administrator/supervisor indicates receipt not approval.

**APPENDIX C**

**HEATH CITY SCHOOLS  
COURSE WORK APPROVAL FORM**

I plan to take \_\_\_\_\_  
(Course Number and Title) (No. of Credit Hours)

\_\_\_\_\_  
(Course Number and Title) (No. of Credit Hours)

\_\_\_\_\_  
(Course Number and Title) (No. of Credit Hours)

at \_\_\_\_\_ during the \_\_\_\_\_  
(College or University) (Term)

These courses have been approved by the principal of my building and by the Superintendent of Schools.

\_\_\_\_\_  
(Teacher)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Superintendent)

**APPENDIX D**

**HEATH CITY SCHOOLS  
COURSE REIMBURSEMENT FORM**

Please submit in quadruplicate to the Superintendent's office.

DATE: \_\_\_\_\_

Attached is the transcript or grade slip which makes me eligible for \$78 for the completion of each quarter hour of college work or \$98 for the completion of each semester hour of college work.

I am therefore entitled to \$\_\_\_\_\_ for having completed\_\_\_\_\_ quarters or \_\_\_\_\_ semester hours of college work.

SIGNED \_\_\_\_\_

APPROVED \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Superintendent)

**APPENDIX E**

**HEATH CITY SCHOOLS  
GRIEVANCE FORM**

Date \_\_\_\_\_ Level \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Article(s) Violated \_\_\_\_\_

Brief Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resolution Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-----

Date of Hearing \_\_\_\_\_

Disposition at this level \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for appeal to the next level: (Reasons given must be specific in nature and explained in complete detail).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX F**

**HEATH CITY SCHOOLS  
REQUEST FOR PROFESSIONAL DAY**

Date \_\_\_\_\_

Please fill out in triplicate and return to your building principal.

Name \_\_\_\_\_

Position \_\_\_\_\_

Number of Professional Days requested \_\_\_\_\_

Dates you desire to be gone \_\_\_\_\_

Description of meeting \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Explanation of how meeting relates to your present professional responsibility.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Building approval:

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent of Schools

**APPENDIX F - CONTINUED - 2**

**PROFESSIONAL LEAVE - Items 3 and 4**

3. Members of the Bargaining Unit granted professional leave shall be reimbursed for actual and necessary expenses incurred, including registration fees, meals (Breakfast - \$5.00; lunch - \$8.00; dinner - \$12.00), and lodging (\$50.00). The Board will pay travel expenses at a rate of IRS reimbursement per mile if a personal vehicle is used and actual cost if a public carrier is used. Members of the Bargaining Unit, in cooperation with their building principal, may submit a budget in advance of the Professional Leave to secure sufficient funds to cover expenses.
  
4. Receipts shall be required for all of the above expenses.

-----  
**PLEASE CHECK ONE OF THE FOLLOWING:**

- A. This day **is not** to be charged to the professional leave bank.
- B. This day **is to be** charged to the professional leave bank.

# APPENDIX G

## HEATH CITY SCHOOLS EXTRA CREDIT PROPOSAL

Please type and please be specific in all areas:

Student's Name \_\_\_\_\_ Subject Area \_\_\_\_\_ Date \_\_\_\_\_

Proposed Credit \_\_\_\_\_ Adviser's Name \_\_\_\_\_ Estimated Date of Completion \_\_\_\_\_  
( $\frac{1}{4}$ ,  $\frac{1}{2}$ , 1)

Please state in detail the project to be undertaken. Include a discussion of why the project is relevant to the subject area, and the proposed method for completing the project. If more room is needed, please attach additional sheets.

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Please identify a tentative list of any materials which would need to be purchased by the school to be used in this project. Please remember that any consumable materials are the responsibility of the student.

**ITEM**

**COST**

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**APPENDIX G - CONTINUED - 2**

I hereby certify that I am willing to undertake this project and will strive to work toward completion.

\_\_\_\_\_  
Student's Signature

I hereby certify that my son/daughter has my permission and support in undertaking this project.

\_\_\_\_\_  
Parent's Signature

I hereby certify that I am willing to supervise and instruct the above- named student throughout the completion of this project.

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

I hereby certify my approval of the above described project.

\_\_\_\_\_  
Principal's Signature

I hereby certify my approval of the above described project.

\_\_\_\_\_  
Superintendent's Signature

I hereby certify my approval of the above described project.

\_\_\_\_\_  
Board of Education President's Signature

## APPENDIX H (Board Provided Plan)

**Heath City Schools – Base Plan (Health #2)**

**Blue Access® (PP0)**

**Summary of Benefits, Effective 07/01/2008**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$250/\$500	\$500/\$1,000
<b>Out-Of-Pocket Limit (Single/Family)</b>	\$1,000/\$2,000	\$2,000/\$4,000
<b>Physician Home and Office Services PCP/SCP</b> Primary Care Physician (PCP/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• Allergy injections (PCP and SCP)</li> <li>• Allergy testing</li> <li>• Routine and non-routine mammograms (Regardless of outpatient setting)</li> <li>• Diabetic education (regardless of outpatient setting)</li> <li>• Certain medical nutritional therapy (regardless of outpatient setting)</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</li> </ul>	\$ 15/\$ 15  No Copayment/Coinsurance 10% No Copayment/Coinsurance  No Copayment/Coinsurance No Copayment/Coinsurance  No Copayment/Coinsurance	30%  30% 30% 30% Not Covered  30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests Immunizations <sup>1</sup> , Annual diabetic eye exam, Routine Vision And hearing exams. <ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	\$ 15/\$ 15 10%	30% 30%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li>• <b>Emergency Room Services @ Hospital (facility/other covered services)</b> (copayment waived if admitted)</li> <li>• <b>Urgent Care Center Services</b></li> </ul>	\$100  \$50	\$100  \$50
<b>Inpatient and Outpatient Professional Services</b>  Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day) Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	10%	30%
<b>Inpatient Facility Services</b>  Unlimited days except for: <ul style="list-style-type: none"> <li>• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 180 days Network/Non-Network combined for skilled nursing facility</li> </ul>	10%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>	10%	30%
<b>Other outpatient Services (Including but not limited to):</b> <ul style="list-style-type: none"> <li>• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic Outpatient services.</li> <li>• Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)</li> <li>• Durable Medical Equipment and Orthotics</li> <li>• Prosthetic Devices</li> <li>• Physical Medicine Therapy Day Rehabilitation programs</li> <li>• Hospice Care</li> <li>• Ambulance Services</li> </ul>	10%  10%  20% 20%  10%  10% 10%	30%  30%  40% 40%  30%  10% 10%

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OH PPO BLUE 3.0 SOB (7/05)

Anthem: 122131 – 2002

**Heath City School District – Base Plan (Health #2)**

**Blue Access®**

**Summary of Benefits, Effective 07/01/2008**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy 20 visits</li> <li>Occupational therapy 20 visits</li> <li>Manipulation therapy 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$ 15/15 10%	30% 30%
<b>Behavioral Health Services:</b> <b>Mental Health and Substance Abuse<sup>2</sup></b> <b>(limits and maximums apply)</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> <b>Inpatient:</b> 30 Network days (includes inpatient mental health Non-Network) <b>Outpatient:</b> 30 Network Visits 10 Non-Network mental health visits Combined Inpatient and Outpatient substance abuse \$440 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)	10% \$ 15/\$ 15 10%	30% 30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No Copayment/coinsurance	50%
<b>Prescription Drugs Options:</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30 Day Supply) Includes diabetic test strip</li> <li><b>Anthem Rx Direct Mail Service:</b> (90 Day Supply) Includes diabetic test strip</li> </ul> <b>Specialty Medications must be obtained via our Specialty Pharmacy Network in order to receive Network level of benefits.</b>	\$10 generic form/\$20 brand form \$30 Non-Form Generic Brand  \$20 generic form/\$40 brand Form \$60 Non-Form Generic Brand	50% (minimum \$30)  Not covered
<b>Lifetime Maximum (Combined and Non-network)<sup>6</sup></b>	\$5 million	\$5 million

**Notes:**

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and non-network Human organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (5) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (5) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 24 if the child qualifies as a Federal Tax Exemption.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible copayment/coinsurance up to the maximum allowable amount 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

<sup>1</sup> These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

<sup>2</sup> We encourage you to contact Our Mental health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations

<sup>3</sup> Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>4</sup> If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

<sup>5</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

<sup>6</sup> Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

**Precertification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail

## APPENDIX H (High Option Plan)

**Heath City Schools –Buy Up Option (Health #1)  
Blue Access® (PPO)  
Summary of Benefits, Effective 07/01/2008**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	none	\$300/\$600
<b>Out-Of-Pocket Limit (Single/Family)</b>	\$500/\$1,000	\$1,000/\$2,000
<b>Physician Home and Office Services PCP/SCP</b> Primary Care Physician (PCP/Specialty Care Physician (SCP)) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• Allergy injections (PCP and SCP)</li> <li>• Allergy testing</li> <li>• Routine and non-routine mammograms (Regardless of outpatient setting)</li> <li>• Diabetic education (regardless of outpatient setting)</li> <li>• Certain medical nutritional therapy (regardless of outpatient setting)</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</li> </ul>	\$ 10/\$ 10  No Copayment/Coinsurance 10% No Copayment/Coinsurance  No Copayment/Coinsurance No Copayment/Coinsurance  No Copayment/Coinsurance	20%  20% 20%  20% Not Covered  20%
<b>Preventive Care Services</b>  Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests Immunizations <sup>1</sup> , Annual diabetic eye exam, Routine Vision And hearing exams. <ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	\$ 10/\$ 10 No Copayment/Coinsurance	20% 20%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li>• <b>Emergency Room Services @ Hospital (facility/other covered services)</b> <i>(copayment waived if admitted)</i></li> <li>• <b>Urgent Care Center Services</b></li> </ul>	\$75  \$35	\$75  \$35
<b>Inpatient and Outpatient Professional Services</b>  Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day) Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	No Copayment/Coinsurance	20%
<b>Inpatient Facility Services</b>  Unlimited days except for: <ul style="list-style-type: none"> <li>• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 180 days Network/Non-Network combined for skilled nursing facility</li> </ul>	No Copayment/Coinsurance	20%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>	No Copayment/Coinsurance	20%
<b>Other outpatient Services (Including but not limited to):</b> <ul style="list-style-type: none"> <li>• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic Outpatient services.</li> <li>• Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)</li> <li>• Durable Medical Equipment and Orthotics</li> <li>• Prosthetic Devices</li> <li>• Physical Medicine Therapy Day Rehabilitation programs</li> <li>• Hospice Care</li> <li>• Ambulance Services</li> </ul>	No Copayment/Coinsurance  No Copayment/Coinsurance  20% 20%  No Copayment/Coinsurance  No Copayment/Coinsurance No Copayment/Coinsurance	20%  20%  40% 40%  20%  No Copayment/Coinsurance No Copayment/Coinsurance

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Anthem: 122131 – 2002

OH PPO BLUE 3.0 SOB (7/05)

**Summary of Benefits, Effective 07/01/2008**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy 20 visits</li> <li>Occupational therapy 20 visits</li> <li>Manipulation therapy 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$ 10/10 No Copayment/Coinsurance	20% 20%
<b>Behavioral Health Services:</b> <b>Mental Health and Substance Abuse<sup>2</sup></b> <b>(limits and maximums apply)</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> <b>Inpatient:</b> 30 Network days (includes inpatient mental health Non-Network) <b>Outpatient:</b> 30 Network Visits 10 Non-Network mental health visits Combined Inpatient and Outpatient substance abuse \$440 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)	No Copayment/Coinsurance \$ 10/\$ 10 No Copayment/Coinsurance	20% 20%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No Copayment/coinsurance	50%
<b>Prescription Drugs Options:</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b>                              (30 Day Supply)                              Includes diabetic test strip</li> <li><b>Anthem Rx Direct Mail Service:</b>                              (90 Day Supply)                              Includes diabetic test strip</li> </ul> <b>Specialty Medications must be obtained via our Specialty Pharmacy Network in order to receive Network level of benefits.</b>	\$10 generic form/\$20 brand form \$30 Non-Form Generic Brand  \$20 generic form/\$40 brand Form \$60 Non-Form Generic Brand	50% (minimum \$30)  Not covered
<b>Lifetime Maximum (Combined and Non-network)<sup>6</sup></b>	\$5 million	\$5 million

**Notes:**

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and non-network Human organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (5) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (5) coinsurance applies to other covered services.
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- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible copayment/coinsurance up to the maximum allowable amount 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

<sup>1</sup> These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

<sup>2</sup> We encourage you to contact Our Mental health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations

<sup>3</sup> Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>4</sup> If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

<sup>5</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

<sup>6</sup> Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

**Precertification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail

OH PPO v03 SOB (7/05)

**APPENDIX I**

**Your Anthem Benefits**

**Heath City Schools**  
**Anthem Dental Traditional (group size 51+)**  
**Summary of Benefits, Effective 07/01/2006**

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

<b>BENFFITS</b>	<b>MEMBER'S RESPONSIBILITY</b>
<b>Annual Deductible</b> (Single/Family)	\$25/\$75 single/family
<b>Annual Maximum</b>	\$1,000
<b>Class I PREVENTIVE Services (no deductible)</b>	
Include exams, oral evaluations x-rays (bitewing and Complete series). Cleaning and scaling, space maintainers And other selected diagnostic and preventive services <i>(Limits may apply) Please refer to your certificate for additional information.</i>	Covered in full
<b>CLASS II BASIC SERVICES (deductible applies)</b>	
<b>Class II A General Services</b> Include palliative (emergency) treatment, consultations, general anesthesia, intravenous sedation, office visits for observation, amalgam and composite restorations and pin retention procedures	20%
<b>Class II B Specialty Service</b> Include root canal therapy, apexification/recalcification, Therapeutic pulpotomy, oral surgery, simple and surgical Tooth extractions, periodontic services, gingivectomy, Osseous surgery and other selected endodontic, oral surgery And periodontal services. <i>(Limits may apply) Please refer to your certificate for additional information</i>	20%
<b>Class III MAJOR SERVICES (deductible applies)</b>	
<b>Prosthodontic Services</b> Include onlays, crowns, dentures, bridges and repair of dentures and bridgework, implants and other selected prosthodontic services	50%
<b>Missing Tooth Benefit</b> Services for the replacement of teeth (tooth) lost prior to the Member's effective date of coverage under this plan. <ul style="list-style-type: none"> <li>• Removable prosthodontics (Partials or dentures)</li> <li>• Fixed prosthodontics (bridges) for the replacement of teeth (or tooth)</li> </ul> <i>A waiting period and/or limits may apply. Please refer to your certificate for additional information.</i>	Covered
<b>Class IV ORTHODONTIC (no deductible)</b>	
<b>Orthodontic Services</b> Include examination, records minor treatment of tooth guidance, repositioning (straightening) of the teeth, interceptive or comprehensive orthodontic treatment, post-treatment stabilization <i>A waiting period and/or limits may apply. Please refer to your certificate for additional information.</i>	40% Child and Adult to maximum dependent age
<b>Separate Orthodontic Lifetime Maximum</b>	\$1,000



## **JOINT MEMORANDUM OF UNDERSTANDING**

### **ARTICLE XIII. A. – SICK LEAVE**

Sick leave is an earned benefit that, once earned, should be taken when needed. While it is our firm belief that the vast majority of our teaching staff does not utilize such leave unless it is appropriate to do so, we are concerned that there may be isolated instances in which such leave is being misused. Accordingly, at the risk of communicating with all of you about a subject that is really of concern only as to a very small number at most, we want to note the inherent management authority of the Board of Education and the administration to investigate any suspected instances of sick leave abuse and to take disciplinary action when any such abuse is found to have taken place. Indeed, Ohio Revised Code Section 3319.141 specifically provides that falsification of a sick leave statement is grounds for suspension or termination of employment.

Again, nothing in this memorandum is intended in any way to discourage use of sick leave for proper purposes, but when such leave is misused, it is unfair to the entire school community. It is consequently recognized that the Heath City Schools reserve the right to take any action deemed reasonable to prevent the occurrence of, and to impose appropriate discipline for, sick leave misuse.

MEMORANDUM OF UNDERSTANDING

Article XIII B. – Personal Leave (HEA)

It is the intent of the Heath Board of Education and the Heath Education Association to clarify the conversion of unused personal days. From this point forward, in order for a Member of the Bargaining Unit to exercise their right to convert unused personal days to monetary reimbursement, additional sick leave or to carry one (1) personal day over to the next school year, the employee will be required to notify the Treasurer's Office in writing of their intent no later than June 10<sup>th</sup>. If the Treasurer's Office has not received written notification by June 10<sup>th</sup>, all unused personal days will automatically be converted to monetary reimbursement

FOR THE BOARD

FOR THE HEATH  
EDUCATION ASSOCIATION

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Date

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Date

MEMORANDUM OF UNDERSTANDING  
Article XX  
**Concerning Supplemental Contract for Summertime Physical Education  
Teacher**

It is hereby agreed by and between the Heath Education Association ("the HEA") and the Heath Board of Education ("the Board"), acting through their respective duly empowered representatives who are signatories below, that there shall henceforth be deemed added to supplemental category "D" of Article XX of the Master Agreement currently effective between the HEA and the Board authorization for the issuance of a supplemental contract for conducting a summertime physical education program at Heath High School materially consistent with that set forth in Appendix A attached hereto.

FOR THE BOARD

FOR THE HEATH  
EDUCATION ASSOCIATION

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Date

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Date

MEMORANDUM OF UNDERSTANDING  
Article XX  
**Concerning Supplemental Contract for Summertime Health Teacher**

It is hereby agreed by and between the Heath Education Association (“the HEA”) and the Heath Board of Education (“the Board”), acting through their respective duly empowered representatives who are signatories below, that there shall henceforth be deemed added to supplemental category “D” of Article XX of the Master Agreement currently effective between the HEA and the Board authorization for the issuance of a supplemental contract for conducting a summertime health education program at Heath High School materially consistent with that set forth in Appendix A attached hereto.

FOR THE BOARD

FOR THE HEATH  
EDUCATION ASSOCIATION

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Date

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Date