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AGREEMENT

between the

Heath City Board of Education

and the

**Heath Educational Support
Staff Association**

July 1, 2014 to June 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION 1
ARTICLE 2	NEGOTIATIONS PROCEDURE 1
ARTICLE 3	GRIEVANCE PROCEDURE 4
ARTICLE 4	ASSOCIATION RIGHTS 7
ARTICLE 5	MANAGEMENT RIGHTS 8
ARTICLE 6	INDIVIDUAL RIGHTS OF MEMBERS OF THE BARGAINING UNIT ... 9
ARTICLE 7	NON-DISCRIMINATION..... 10
ARTICLE 8	SERS PICK-UP 10
ARTICLE 9	LEAVE PROVISIONS 11
ARTICLE 10	PERSONNEL FILES 18
ARTICLE 11	SEVERANCE PAY 19
ARTICLE 12	SENIORITY 20
ARTICLE 13	EVALUATION PROCEDURE..... 21
ARTICLE 14	CALAMITY DAYS/EARLY DISMISSAL 22
ARTICLE 15	MILEAGE REIMBURSEMENT 23
ARTICLE 16	PAYROLL PROCEDURES..... 23
ARTICLE 17	INDIVIDUAL EMPLOYMENT CONTRACTS..... 24
ARTICLE 18	DISCIPLINE 25
ARTICLE 19	INSURANCE 25
ARTICLE 20	REDUCTION IN FORCE 28
ARTICLE 21	VACATION 29
ARTICLE 22	HOLIDAYS 31
ARTICLE 23	WORK DAY/WORK YEAR..... 31

ARTICLE 24	VACANCIES, TRANSFERS AND REASSIGNMENTS	32
ARTICLE 25	SALARY	34
ARTICLE 26	TRANSPORTATION	36
ARTICLE 27	JOB DESCRIPTIONS	39
ARTICLE 28	MISCELLANEOUS	39
ARTICLE 29	IMPLEMENTATION AND DURATION	42
APPENDIX A	GRIEVANCE FORM.....	43
APPENDIX B	LEAVE FORMS.....	46
APPENDIX C	EVALUATION FORMS.....	49
APPENDIX D	HEALTH INSURANCE	54
APPENDIX E	DENTAL INSURANCE	60
APPENDIX F	VISION INSURANCE	61
APPENDIX G	SALARY SCHEDULES	62
APPENDIX H	MEMORANDUM OF UNDERSTANDING	71
APPENDIX I	ASSOCIATION LEAVE FORM.....	72

ARTICLE 1
RECOGNITION

A. RECOGNITION

The Heath City Board of Education (hereinafter referred to as “the Board”) recognizes the Heath Educational Support Staff 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 non-certificated employees (hereinafter referred to as Members of the Bargaining Unit) employed in the following classifications/job titles: Secretaries, Custodians, Bus Drivers, Food Service Personnel, and Educational Assistants.

Excluded from the bargaining unit shall be all confidential employees, management level employees, supervisors, seasonal and casual employees and professional employees as defined by Chapter 4117 of the Ohio Revised Code, including the Superintendent, Assistant Superintendent, Principals, Supervisors, Treasurer, Assistants to the Treasurer and Secretaries employed in the Central Office.

C. BARGAINING UNIT WORK

In the event the Board should elect to subcontract bargaining unit work, the Board shall be governed by SERB requirements relative to said subcontracting.

D. RIGHT TO ORGANIZE

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

ARTICLE 2
NEGOTIATIONS PROCEDURE

A. SCOPE OF BARGAINING

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 collective bargaining between the parties.

B. REQUEST FOR OPENING OF NEGOTIATIONS

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President of the Association no earlier than ninety (90) days nor later than sixty (60) days before the expiration of this Agreement. A mutually convenient meeting date shall be set no later than ten (10) calendar days after the request for the opening of negotiations by either party unless a later date is mutually agreed upon.

Meetings shall be scheduled so as not to interfere with the normal work schedule of employees. If meetings are requested by the Board during normal working hours, the employee will be paid his/her regular daily wages.

C. REPRESENTATION

The Board and Association shall be represented at all negotiations by a team of negotiators not to exceed six (6) members each. All negotiations shall be conducted privately and exclusively between said teams.

One of the team members may be a professional consultant. The expenses of such consultants shall be borne by the representing party.

Each party may have one (1) observer attending each negotiation session.

D. SUBMISSION OF ISSUES

All issues submitted for negotiations by the Association and the Board of Education shall be submitted in writing at the first meeting. No additional issues may be submitted by either party unless mutually agreed upon.

E. NEGOTIATIONS PROCEDURES

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meetings as well as time and place of the following meeting shall be agreed upon at the onset of the beginning of each session.

F. GOOD FAITH BARGAINING

Each team agrees to conduct good faith bargaining. Good faith bargaining is defined as bargaining in which each party provides the other party a response to each proposal submitted for negotiations in an effort to arrive at an agreement on each issue. However, good faith bargaining does not require agreement on an issue or a change in position.

G. CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time to caucus in privacy. Caucuses shall

be normally limited to a period of thirty (30) minutes but may be extended by mutual consent.

H. **PROGRESS REPORT**

During negotiations, interim reports may be made to the Association by its representatives and the Board of Education by its representatives. Each party will be responsible for requesting that the information presented from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

I. **NEWS RELEASES**

While discussions are in progress, news releases to the public media shall be made only by mutual agreement as to when and the content of the release. In the event impasse is reached, either party may issue reports to the public at their discretion.

J. **ITEM AGREEMENT**

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

K. **INTEREST-BASED BARGAINING ALTERNATIVE**

The parties may mutually agree to conduct negotiations in accordance with the Interest Based Bargaining ("IBB") process established by the Federal Mediation and Conciliation Service, in which event procedures set forth in this Article 2 shall be subject to modification as necessary to utilize said process.

L. **AGREEMENT**

When tentative agreement is reached on all issues, the tentative agreement shall be reduced to writing and initialed by the negotiator of each team. The total document shall be submitted to the Board for approval at its next regular or special meeting following ratification by the Association. Upon ratification by the Association and the approval of the Board, the terms of the agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof. Parties agree to share the cost of printing copies of agreed upon contract.

M. **DISAGREEMENT**

In the event the parties are unable to reach agreement, either party may declare an impasse and request that all unresolved issues be submitted to mediation. A joint request shall be submitted to the Federal Mediation and Conciliation Service

to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty-one (21) days after the first mediation session and it appears that no more meaningful discussion can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code. The Mediator has no authority to recommend or to bind either party to any agreements.

The cost of employing all mediation services shall be shared equally by the Association and the Board.

It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

N. **AMENDMENT**

The President of the Association and the Superintendent, or their respective designees, may meet privately during the term of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification by an appropriate body of the Association and thereafter by the Board and shall become effective upon such dual ratification unless the amendment otherwise provides.

ARTICLE 3
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.
2. A grievance may be filed by an individual Bargaining Unit Member, a group of Bargaining Unit Members, or by the Association. A grievance filed by a group of Bargaining Unit Members shall have arisen out of and be confined to the same circumstances affecting each member of said group.
3. The term "days" when used in this Article shall mean a day when the Board Office is regularly scheduled to be open, which shall exclude weekends, the winter and spring breaks, legal holidays, and the day after Thanksgiving. 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. **GENERAL PROVISIONS**

1. All written grievances shall be filed on the Grievance Form contained in Appendix A of this Agreement.

2. The grievant has the right to Association representation at any step in the procedure.
3. 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 the documents, communications and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participants.
4. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
5. If at any step in the grievance procedure the time sequence is not strictly adhered to be the grievant, it will be presumed that the grievance has been resolved.
6. If at any step in the grievance procedure the time sequence is not strictly adhered to by the immediate supervisor, the grievance will proceed to the next level.
7. A grievance may be withdrawn at any level without prejudice.
8. A grievance may be initiated at Level 3 when the subject of the grievance is not within the immediate supervisor's realm of responsibility or control.
9. The Association shall have the right to be present at the adjustment of any and all grievances.
10. All grievance hearings shall be held at a time and place that will afford all participants the opportunity to attend.
11. For the purpose of this Article, the following administrators shall be the designated "immediate supervisor" for the listed bargaining unit classifications/job titles:

ADMINISTRATOR

Building Principal

Cafeteria Supervisor
Maintenance Supervisor
Transportation Supervisor
Assistant Superintendent

CLASSIFICATION/JOB TITLE

Secretaries
Educational Assistants
Crossing Guard
Cafeteria Employees
Custodians
Bus Drivers

C. PROCEDURE

1. **LEVEL ONE (INFORMAL):** The grievant will first discuss the grievance with the immediate supervisor 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 supervisor. Copies of the written grievance shall be sent to the Association and the Superintendent. If no written grievance is filed 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 immediate supervisor 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 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. The arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association. 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.

The cost of arbitration, including any arbitrator required transcripts of the arbitration hearing, shall be borne by the losing party.

6. **AGREEMENT TO MEDIATE:** At any level of the procedure set forth in this Part C 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 4 **ASSOCIATION RIGHTS**

Each of the rights listed below shall not be given to any other organization or individual claiming to or wanting to represent 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 the 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 employee bulletin boards, make announcements at meetings for a period not to exceed ten (10) minutes, distribute faculty bulletins to members according to the normal school procedure.
- C. The Association shall have the right to use the internal mail system of the school.
- D. A computer shall be provided in each work site for the sole use of Bargaining Unit Members to conduct work-related business, including reading and responding to email. Employees will be required to check email weekly for work-related memos and/or correspondence.
- E. 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.
- F. 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. Said deduction 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.

3. When a bargaining unit member leaves the employment of the Board for any reason or takes an unpaid leave of absence prior to the completion of payroll deduction for membership dues, the following process will be followed:

The Treasurer will deduct the remaining dues amount owed by the bargaining unit member from their final pay in accordance with the membership enrollment form executed by the bargaining unit member. Should the final pay amount be insufficient to cover the remaining dues owed, the Treasurer will deduct the maximum amount available and notify that he/she must submit the balance owed to the Treasurer's office.

- G. The Association President will be provided a copy of the Board agenda with all non-confidential attachments and Board minutes for all regular and special Board meetings. The Association President shall also be provided with a copy of the Treasurer's monthly financial report and all Policies adopted by the Board as well as all revisions adopted as to the latter. The Association President shall also be provided with a copy of the Board Policies and updates concerning Bargaining Unit Members. The Association shall have the right to address the Board at any special or regular Board meeting under item "C" (Hearing the Public).
- H. The Association shall be given, upon request, such forms as the Training and Experience Grid, monthly financial report, 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, Number of Leave Days, S.F. 12, S.F. 1 filed in the fall, the SM-1 Spending Plan and any other forms of information deemed public.
- I. 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 to be working Association representatives shall mean elected officers, building representatives, professional negotiations persons and other committee chairpersons. When leaving one building and/or when entering a building, the building principal must be notified.
- J. 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.

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 5

MANAGEMENT RIGHTS

The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient

operation of the schools except as limited by the specific written items of the collective bargaining agreement. All rights, powers, duties or authorities not specifically reduced to writing as part of this Agreement are reserved solely to the discretion of the Board and the Administration.

Specifically, the Administration and the Board of Education retain the following management rights given them by the Ohio Revised Code Section 4117.08:

- A. Determined matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 6
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 work responsibilities.
- 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 work responsibilities.
- 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 and professional, on school premises.
- G. The Board further agrees that Members of the Bargaining Unit shall abide by the negotiated Agreement and Board adopted policies to the extent that it does not endanger his/her personal safety or well-being.
- 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.

Members of the Bargaining Unit will use discretion in employee dress.

ARTICLE 7 **NON-DISCRIMINATION**

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

ARTICLE 8 **SERS PICK-UP**

- A. The Heath City Board of Education herewith agrees to “pick-up” utilizing the salary reduction method contributions to the School Employees 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 SERS 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 apply to all compensation.

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).

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 School Employees Retirement System of Ohio increased thereby.

ARTICLE 9

LEAVE PROVISIONS

A. SICK LEAVE

1. Each full-time Member of the Bargaining Unit shall be entitled to sick leave credit of one and one-fourth (1 1/4) 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.
2. Each part-time Member of the Bargaining Unit shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days per month of service, for a maximum of fifteen (15) days per year. The maximum accumulation shall be three hundred thirty (330) days. Each day of accumulation shall be a prorated day equal to the number of hours employed.
3. All sick leave days accumulated by a part-time member shall be converted on a pro-rated basis in the event of full-time employment. (Example: thirty (30) days of sick leave for a four (4) hour a day member would be equal to fifteen (15) days sick leave upon being employed as a full-time member.)
4. 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 and shall be subject to repayment if the Member leaves employment before accumulating such number of unused days.
5. 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.

6. 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.
7. Sick leave shall be granted to a maximum accumulation for the following reasons:
 - a. Personal Illness
 - b. Personal Injury
 - c. Pregnancy
 - 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.
8. 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-relations), spouse, or other persons who have assumed a similar position to the employee regardless of residence or relationship.
9. 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 3319.141 of the Ohio Revised Code.
10. Sick leave may be used in minimum increments of one-half ($\frac{1}{2}$) days.
11. If a Bargaining Unit Member uses $\frac{1}{2}$ day or more of sick leave the administration shall make every attempt to secure a substitute for the absent employee.
12. Bargaining Unit Members must report their need to use sick leave to their immediate supervisor at least one (1) hour prior to their scheduled reporting time. In the event that the immediate supervisor cannot be reached and/or notified, the member shall notify the Administrative Assistant.
13. Securing a substitute for an absent employee shall be the responsibility of the immediate supervisor, not a Bargaining Unit Member.
14. Upon return from sick leave, Bargaining Unit Members shall complete the report form contained in Appendix B of the Agreement. Falsification of such form shall be subject to Section 3319.141 of the Ohio Revised Code.

B. PERSONAL LEAVE

1. Each Member of the Bargaining Unit shall be entitled to personal leave credit at the maximum rate of three (3) personal leave days per year with full pay.

2. Written application for personal leave shall be signed by the Member of the Bargaining Unit and submitted to his/her immediate supervisor 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 the date of absence and will state the nature of the emergency. Members shall be notified of the approval/disapproval of personal leave within twenty-four (24) hours of the submission of the request to the immediate supervisor.
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. Items covered under the Sick Leave Policy are not chargeable to Personal Leave.
6. Members of the Bargaining Unit using Personal Leave shall complete the appropriate form (See Appendix B).
7. Personal leave may be used in minimum increments of one-half (1/2) day.
8. The reporting of the need to use emergency personal leave and the replacement of Bargaining Unit Members by substitutes shall be governed by Sections A. 11, 12, 13 and 14 of this Article.
9. Members of the Bargaining Unit who have personal leave days remaining at the end of the school year shall have the right to exercise option a, b, or c below, provided that such Members may exercise options a and c together or options b and c together:
 - a. Members of the Bargaining Unit who are employed twelve (12) months of the year 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 days are unused, one hundred dollars (\$100) will be received. If one (1) personal day is unused, sixty-five dollars (\$65) will be received.

Members of the Bargaining Unit who are employed less than twelve (12) and nine (9) months or more in a year who use zero (0) days of Personal Leave during the school year (July 1 - June 30) shall receive a payment of one hundred twenty dollars (\$120) the last pay of July; if two (2) personal days are unused, eighty dollars (\$80) will be received; and if one (1) personal day is unused, fifty-five dollars (\$55) will be received.

For the purpose of this cash payment, half-days shall not be counted until they have accumulated to a full-day.

- b. Members shall have the option of converting all unused personal leave days to sick leave days on a two-for-one basis in lieu of the cash payment. Members shall notify the district Treasurer in writing of their intent for this option on or before June 10 of each year. Such conversion shall not cause the member's sick leave accumulation to exceed two hundred sixty (260) 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 the sick leave conversion set forth in item b above. No more than three (3) personal leave days may be used consecutively.

C. **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 twenty (20) days of professional leave for Members of the Bargaining Unit divided within the school year in the following manner: ten (10) days available the first semester of school, ten (10) 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/immediate supervisor and receive approval from the superintendent. (Professional Leave Form - see Appendix B)
- 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/immediate supervisor 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/immediate supervisor within ten (10) school days after the professional day is taken.

D. **JURY DUTY**

1. The Board of Education shall pay any employee regular compensation when said employee serves as a 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.

E. **ASSOCIATION LEAVE**

1. Upon the approval of the local Association President a maximum limit of ten (10) days of Association leave shall be granted during each school year of this Agreement. Any such days must be taken in half or full-day increments.
2. The Board shall obtain 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.
5. Association Leave shall be requested on an Association Leave Form. See Appendix J.

F. **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.

G. **PREGNANCY LEAVE**

1. Upon written request pregnant Members of the Bargaining Unit electing not to utilize sick leave as in Section A., above, for all or part of their disability shall be granted a leave of absence without pay for the period of pregnancy deemed necessary by the Member of the Bargaining Unit and her physician. Once such combination of sick/unpaid leave is established,

the Bargaining Unit Member may not change the leave except for unforeseen circumstances.

2. Any pregnant Member of the Bargaining Unit shall be entitled to all provisions mandated by State and Federal statute.
3. While on unpaid pregnancy leave a Member of the Bargaining Unit can maintain insurance by paying the Board cost of the premium for such coverage.
4. The Member of the Bargaining Unit returning from pregnancy leave will supply the Board of Education, upon request, a statement from her physician indicating that she can fulfill the duties of her contract upon her return.
5. A Member of the Bargaining Unit returning from pregnancy leave 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.

H. **UNPAID LEAVE OF ABSENCE**

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

1. Said leave shall be for: illness or disability, work related travel, study or growth, child-rearing purposes, or other reasons approved by the Superintendent. What is "work related" shall be subject to approval of the Superintendent, which shall not be unreasonably withheld. Requests for child-rearing purposes shall not be granted if they are part of a pattern of separate, repeated leaves and shall be used solely for the purpose of child-rearing.
2. Said leave shall be granted for the specific period of time requested up to the remainder of the school year in which it is granted plus an additional school year if requested by the Member of the Bargaining Unit. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.
3. A Member of the Bargaining Unit on a voluntary leave of absence shall be eligible for insurance provisions by paying the Board cost of such coverage.
4. 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 the other provisions of this Agreement and related Board policies.

5. A Member of the Bargaining Unit may be placed on an involuntary leave of absence by the Board in keeping with provisions of Section 3319.081 and related sections of the ORC for mental and physical disabilities.

L. **SHORT-TERM UNPAID LEAVE OF ABSENCE**

1. Members of the Bargaining Unit may request to take one (1) unpaid leave per year for a maximum of five (5) days.
2. Members desiring to take an unpaid leave shall submit a written request to their immediate supervisor at least three (3) days prior to taking said leave except in cases of emergency.
3. Unpaid leave shall be taken in full day increments.
4. Member using said days shall be docked at their rate per diem for each day used.
5. Usage of said leave shall not affect a member's benefits.

J. **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 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. An assaulted Member of the Bargaining Unit must file charges against the person who allegedly assaults them with the proper authorities before assault leave will be granted.
4. 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.

K. RETURN FROM LEAVE

Any Member of the Bargaining Unit on sick leave for pregnancy or an unpaid leave of absence during 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, stating 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 that the member's position shall be declared vacant unless the Member of the Bargaining Unit provides the required written notice within ten (10) days of receipt of the certified letter.

L. FAMILY AND MEDICAL LEAVE ACT

Notwithstanding anything to the contrary in this Agreement, employees and the Board shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993. Except as otherwise required by that Act, any leave pursuant to it shall not be in addition to any leave set forth in this Agreement.

**ARTICLE 10
PERSONNEL FILES**

- A. The Board shall maintain an official personnel file for each Member of the Bargaining Unit in the administrative center. This shall be the only official file maintained by the employer.
- B. All items placed in the file shall be dated and signed; 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 to the member.
- G. Official personnel files will be maintained in the administrative center. Immediate supervisor may maintain staff files; these files may be examined by the staff at their request.

- H. The Bargaining Unit Member shall be given a copy of any item placed in his/her file at the time of placement.
- I. Materials placed in a member's personnel file shall be directly related to the member's assignment, relevant, accurate, timely and complete.
- J.
 - 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, parent, 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 any item in his/her file is false or misleading, he/she may appeal to the Superintendent to have the item 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 item 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 item.
 - 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 complaint shall be private.

ARTICLE 11
SEVERANCE PAY

- A. All Members of the Bargaining Unit employed under provisions of the School Employees Retirement System of Ohio may at the time of retirement, elect to be compensated for one-fourth (1/4) of the value of their accrued but unused sick leave credit 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 (1/4) of the value of accrued but unused sick leave credit with a maximum allowance limited to sixty-five (65) 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 leave accrued by the employee with payment being made only one time to any employee.

Payment shall be made no later than sixty (60) calendar days after the effective date of retirement officially recognized by 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 12 **SENIORITY**

- A. District seniority shall be defined as the years and months of continuous service in the Heath City School District. Seniority will be computed from a member's most recent date of hire and will begin to accrue as of a member's first day of actual service in a Bargaining Unit position.

Classification seniority shall be defined as the years and months of continuous service from the date of most recent entry into the classification.

Seniority shall be lost when a unit member retires, resigns, is discharged for cause, or otherwise leaves the employment of the Board.

- B. Seniority will continue to accrue during all paid leaves of absence.
- C. Time spent on inactive pay status (unpaid leave) or time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. A tie in seniority shall be broken by the following method to determine the most senior member:
1. The date of Board action to hire; then
 2. The date of application; then
 3. By lottery, with the most senior member being the one whose name is drawn first, etc. (Such drawing shall be held in the presence of the Association President.)
 4. There shall be a probationary period of sixty (60) calendar days to determine the fitness, adaptability, and capability of any employee new to the system. During such time the new employee shall have no seniority rights in that position. New employees retained beyond the sixty (60) calendar day period shall have their seniority computed as of their date of original hire. New employees retained beyond the probationary period shall be granted contractual rights determined in accordance with the provisions of Section 3319.081 of the Ohio Revised Code.
 5. Probationary employees may be discharged by the Administration at any time. Said discharge shall not be subject to the grievance procedure or appeal.

- E. The Superintendent will provide the Association with a seniority list prior to November 1 of each contract year. Such list shall include name, classification, type of contract (limited or continuing) and the first day of continued employment.
- F. Effective 9/1/95, employees in the educational assistant classification will be credited with all years of prior work experience within the district for seniority purposes.

ARTICLE 13
EVALUATION PROCEDURE

- A. All Bargaining Unit Members on limited contracts shall be evaluated annually. Members on continuing contracts shall be evaluated every three (3) years, but may be evaluated more often if requested by the employee or if deemed necessary by the Administration.
- B. Secretaries, educational assistants, and crossing guards shall be evaluated by the building principal under whom they serve. Bus drivers shall be evaluated by the transportation supervisor. Custodians shall be evaluated by the maintenance supervisor, and cafeteria employees will be evaluated by the cafeteria supervisor. All evaluations shall be with consultation of the building principals.
- C. All Bargaining Unit Members shall be evaluated using the forms contained in Appendix C of this Agreement.

D. **PROCEDURE**

1. **Goal Setting Conference**

Prior to November 1 of the evaluation year, a conference shall be held between the member and his/her evaluator. At the conference, the member and evaluator will write and approve mutually acceptable goals and any member concerns. The evaluation form shall be reviewed and job expectations will be discussed.

2. **Identification of Concern(s)**

Any concern regarding a member which is identified during the evaluation year, must be reduced to writing and filed with the evaluator. A copy of the written concern(s) must be forwarded to the member upon being filed.

Within two weeks of the filing of any written concerns, the evaluator will meet with the member to discuss the concern(s). At the meeting, the evaluator shall provide suggestions and assistance to the member to aid in the improvement of his/her job performance.

3. **Evaluation Conference**

Prior to March 30, the evaluator shall hold a conference with the member to review the completed evaluation instrument.

After the review, the member and the evaluator shall sign the evaluation instrument. The member's signature indicates review only and does not necessarily mean he/she agrees with the contents of the evaluation.

Each member shall receive a copy of the completed evaluation instrument at the time the evaluation conference is held.

ARTICLE 14
CALAMITY DAYS/EARLY DISMISSAL

A. **CALAMITY DAYS**

A calamity day shall be defined as a day when school is closed because of an act of God or an emergency for such reasons as: inclement weather, flooding, mechanical failure and construction.

When schools do not open for the morning session because of a calamity, bargaining unit members will not be required to report for work and will be paid their regular rate of pay. For purposes of this Article, a school shall be deemed to have opened for the morning session as of that time that a first shift custodian assigned to that building is regularly scheduled to report to work.

An exception to this would be that custodians are required to report to work at their regularly scheduled time for the purpose of combatting calamity conditions and maintaining the care and safety of the building and to prepare for the opening of school. Bargaining unit members who are required to work shall be released after a maximum of four (4) hours of work on calamity days and paid for the full calamity day. If the Superintendent determines that weather conditions are so severe that employees should not report to work, then the custodians are released from their reporting responsibilities that day and will still be compensated at their regular rate of pay.

If a custodian is requested to work on a calamity day and turns down the offer, such work will be considered as overtime in accordance with Article 25, B. 2.

Further, if such work on a calamity day causes a Bargaining Unit Member to work more than forty (40) hours during the week, all work beyond the forty (40) hours will be paid at the rate of one and one-half (1½) in accordance with the Fair Labor Standards Act and Article 25, B. 2.

Bargaining unit members who are not required to report to work shall be paid their regular rate of pay.

B. EARLY DISMISSAL BECAUSE OF CALAMITY

When schools have opened for the morning session and there is an early dismissal because of a calamity, all first (1st) shift bargaining unit members will continue working their regular hours or until their job is secured, the building and/or equipment they work is secured, and all students are returned home safely. The Superintendent or his/her designee shall be responsible for releasing first (1st) shift personnel from their job on early dismissal. First (1st) shift personnel will be paid their regular daily rate of pay when they are released early because of early dismissal.

Bargaining unit members assigned to a second (2nd) shift or a third (3rd) shift will report to work as scheduled. The Superintendent or his/her designee will notify second (2nd) shift and third (3rd) shift employees if they are not required to report for duty.

Bargaining unit members assigned to second (2nd) and third (3rd) shifts will be paid their regular daily rate of pay when they are not required to report for work as per this section.

C. BUILDINGS AS SEPARATE ENTITIES

Each building will stand as a separate entity when school is canceled or closed early because of calamity, mechanical failure, or construction. All personnel will report to work on their regular schedule in buildings not affected except as otherwise directed by the Superintendent or designee.

**ARTICLE 15
MILEAGE REIMBURSEMENT**

- A. Authorized Bargaining Unit Members required to drive their personal vehicle on Board of Education business will be reimbursed at the approved IRS rate in effect on July 1 of each fiscal year.
- B. Eligible members shall submit request for reimbursement in accordance with Board adopted policies and procedures. A copy of said policies and procedures shall be provided to Bargaining Unit Members upon request.
- C. Members will not be required to transport in their personal vehicles students, hazardous or flammable materials, or any materials that may cause damage to the member's personal vehicle.

**ARTICLE 16
PAYROLL PROCEDURES**

- A. Members of the Bargaining Unit shall be paid in twenty-six (26) equal pays. Regular pay dates shall be every other Wednesday. When a regularly

scheduled pay date falls on a day when school is closed during the regular school year, payments will be made on the last working date prior to that date.

- B. All employees will be required to utilize direct deposit for compensation.
- C. Bargaining Unit Members shall complete, sign and turn in their time sheets to their immediate supervisor on each Friday following a scheduled pay date. Time sheets not submitted on time will result in pay for time shown thereon being delayed until the next regular pay period following their submission.
- D. **PAYROLL DEDUCTIONS**

Members of the Bargaining Unit shall have the right to sign and deliver to the Treasurer, authorization for payroll deduction of the following programs:

- a. Licking County School Employee Credit Union
- b. Annuities
- c. Auxiliary insurance programs (cancer, nursing home, etc.)

All such authorized deductions shall be made in twenty-four (24) equal installments. The deducted amount shall be forwarded to the appropriate agency within two (2) weeks of the date deducted, except that annuities shall be so forwarded within two (2) weeks of the date billed.

ARTICLE 17

INDIVIDUAL EMPLOYMENT CONTRACTS

- A. All Bargaining Unit Members shall be issued individual employment contracts based on the following sequence:
 - 1. Upon initial employment, a one (1) year limited contract.
 - 2. The second contract, a two (2) year limited contract.
 - 3. The third contract, a continuing contract.

All other contractual specifications and requirements shall be in accordance with ORC Sections 3319.081 (A) and (B).

- B. Bargaining Unit Members employed in the educational assistant classification, effective the beginning date of this contract, shall be issued contracts and enjoy all rights in accordance with the above provisions of 3319.081 ORC, benefits and privileges of employment as employees in other classifications.

To the full extent allowable by law, the Board and its employees shall not be subject to the jurisdiction of the Heath or any other Civil Service Commission or

otherwise be governed by the provisions of Ohio Revised Code Chapter 124 or statutes in lieu thereof.

ARTICLE 18 **DISCIPLINE**

- A. No support staff employee who has completed one (1) year of service with the District shall be disciplined without just cause and compliance with applicable provisions of this Agreement.

- B. A progressive disciplinary policy shall be administered by the Superintendent and/ or supervisor. If the Superintendent believes the action of the employee is such that the progressive nature of the disciplinary policy is inappropriate, a more severe sanction may be applied before a lesser sanction is applied.
 - 1. Verbal reprimand.
 - 2. Written reprimand.
 - 3. Suspension without pay, not to exceed one (1) work day.
 - 4. Suspension without pay, not to exceed five (5) work days.
 - 5. Suspension without pay, not to exceed ten (10) work days.

- C. No disciplinary action will be taken until the member has had a meeting with his/her immediate supervisor. The member shall have the right to Association representation at all such meetings. At the meeting, the member shall:
 - 1. Be informed of the alleged action leading to the proposed discipline, and
 - 2. be afforded the opportunity to present a response to the charges.

All discipline appeals except verbal reprimands shall follow the Grievance Procedure included in the Agreement. Verbal reprimand appeals shall be initiated in writing to the Board through the Superintendent. The Board shall hear all appeals in Executive Session. The decision of the Board shall be final relative to verbal reprimands.

ARTICLE 19 **INSURANCE**

The Heath Board of Education shall provide and pay 90% of the actual monthly premium as of the effective date of this contract of the following described insurance plans (hospitalization, major medical, dental and vision).

Effective July 1, 2015, the Board shall provide and pay 88% of the actual monthly premium as of the effective date of this contract of the following described insurance plans (hospitalization, major medical, dental and vision).

In the event that two (2) employees of the District are both covered under the same family plan as offered by the District, the Board will pay the actual family plan monthly premium or the sums of the current amounts being paid by the Board for a single plan plus a family plan, whichever is less.

Any member who is on the district insurance plan as of June 30, 2014, will receive a one-time stipend of \$500.00 if they are on single-coverage insurance, or a one-time stipend of \$1000.00 if they are on family-coverage insurance. The stipend will be paid during the first pay period in July, 2014, and July, 2015.

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

A. **HOSPITALIZATION AND MAJOR MEDICAL**

The Board 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 May 31, 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 Schools District plan.

B. **DENTAL**

The Board will make available an insurance policy covering Dental Care to Bargaining Unit Members.

This insurance will provide benefits at a level equal to or greater than the benefits in effect on May 31, 2008. It is understood that the dental care 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.

C. **VISION**

The Board will make available an insurance policy covering vision to all unit members.

This insurance will provide benefits at a level equal to or greater than the benefits in effect on May 31, 2008.

D. **TERM LIFE INSURANCE**

The Board will provide \$25,000 term life insurance to each Member of the Bargaining Unit. This coverage shall include double indemnity for accidental death and dismemberment.

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

The Board will pay the following insurance benefit rates for any new employee hired after September 1, 1995.

- employed less than 12.5 hours per week: no insurance benefits will be paid by the Board, employee shall have the right to carry the group insurance with the member paying the full cost of such premium.
- employed 12.5 hours per week, but less than 20: one-half (1/2) of insurance benefit will be paid by the Board.
- employed 20 hours per week or more: full insurance will be paid by the Board in accordance with this Article.

This policy is effective July 1, 1995, and does not affect insurance presently paid to members hired prior to September 1, 1995, except that no current bargaining unit member shall have his/her Board contribution reduced from that currently in effect.

All employees hired after July 1, 2014 must be scheduled to work thirty (30)+ hours per week over the course of a year (for purpose of this clause, the year will match the insurance and employee contract year, from July 1 to June 30) on average to qualify for health insurance benefits.

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 Health Education Association (hereinafter referred to as "the HEA") agrees, three (3) members annually appointed by the President of the HEA. 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.

Each year the insurance premium renewal increases over fifteen percent (15%), the insurance committee shall review insurance options. Upon review, the insurance committee has the option to make a recommendation to change insurance to reduce the renewal increase to fifteen percent (15%) or below. If no recommendation is made or if the recommendation is not accepted by the HESSA and the Board, the total cost of the premium increase over the fifteen

percent (15%) is shared between the Board and the members eight-five percent/fifteen percent (85%/15%).

ARTICLE 20 **REDUCTION IN FORCE**

- A. Whenever it becomes necessary to reduce the number of Bargaining Unit Members within a classification due to the lack of work, the abolition of a position or a reduction in general fund and/or federal fund revenues, such layoff shall be carried out in accordance with the provisions contained in this Article.
- B. The Board will notify the Association President, in writing, fourteen (14) days prior to any meeting when the Board will consider a Reduction in Force (RIF), and will notify the Heath Educational Support Staff Association (HESSA) President no later than thirty (30) days prior to implementation of a RIF.

As soon as possible after the above notification, a meeting will be scheduled between the representatives of the Association and the Superintendent to discuss the proposed RIF.

The Association shall be given the opportunity to present its recommendation relative to the proposed RIF to the Board.

- C. The Superintendent shall prepare a formal list indicating the specific position(s) to be abolished. This statement shall be prepared prior to implementation of the RIF.
- D. Reductions shall first be made by utilizing resignations and retirements. If further reductions are made, they shall be accomplished through the suspension of contracts.
- E. Members on limited contracts in the affected classification shall be laid off first in reverse District seniority order (i.e. least senior employee is laid off first.)
- F. Members on continuing contracts in the affected classifications shall be laid off second also in reverse District seniority order.
- G. A member whose contract is suspended as a result of a RIF shall be given written notification, by registered mail return receipt requested, that his/her employment contract will be suspended and the reason for the suspension. The notification shall occur within ten (10) days after the Board action implementing the RIF.
- H. A member who is suspended under these provisions shall have the right to transfer to another classification if a vacancy exists and the member is qualified for the position.

- I. If no such vacancy exists, the suspended member shall have the right to “bump” the individual with the least seniority in all other classifications for which the member is qualified.
- J. Members shall be recalled to vacant positions for which they are qualified in the reverse order of their suspension. If a member is recalled to a different classification from which he/she is suspended, the member may decline the recall and remain on the recall list. Such right may be granted for twenty-four (24) months following the date of suspension.
- K. When a recall is to be made, all qualified members will be notified in writing via certified mail. Any member who fails to respond to the recall notice within ten (10) calendar days of receipt or rejects recall to the same classification from which they were suspended will terminate his/her recall rights. The recall shall be made from those who respond in reverse order of suspension.
- L. Upon recall, members shall be placed on the appropriate step of the salary schedule commensurate with their years of service and all rights and benefits earned prior to the RIF shall be reinstated.
- M. During implementation of a RIF, no reassignment or transfer will occur that will cause a more senior member to be laid off before a less senior member or prevent the recall of member on the RIF list.
- N. Qualifications for a Bargaining Unit position shall not be upgraded to prevent the recall of a RIFed member.
- O. Employees new to the district shall not be employed until after members qualified under this Article are offered positions.
- P. Members affected by a RIF may continue medical and life insurance coverage at their own expense as provided by law

All references to seniority shall be calculated in accordance with Article 12.

ARTICLE 21
VACATION

- A. Vacation for Twelve Month Employees:
 - 1. Members employed twelve months (260) days shall be granted vacation as follows

<u>Years of Service as Twelve Month Employees</u>	<u>Vacation Days</u>
One (1) through Six (6) continuous years	10 days

Seven (7) through Fifteen (15) continuous years 15 days

Sixteen (16) or more continuous years 20 days

2. Years of service for vacation purposes shall be continuous years of service beginning with the Bargaining Unit Member's most recent date of hire.
3. Eligible members of the bargaining unit must be employed one full year (260) days on a continuous basis between July 1 and June 30 before earning the above vacation days.
4. Members hired during the contract year shall be eligible for vacation on a prorated basis at the conclusion of his/her contract year.
5. Each eligible member shall submit a request to take a vacation day to his/her immediate supervisor at least ten (10) working days prior to the vacation, except in emergency. In the absence of the immediate supervisor, requests shall be submitted to the Superintendent. Conflicts relative to vacation dates shall be determined by seniority.
6. Members may use vacation at any time during the year. During the time school is in session, no more than two (2) members per classification shall be approved for vacation at the same time. If more than two (2) employees apply, selection will be based on seniority.
7. Members may carry over a maximum of five (5) vacation days from one year to the next without approval of the Superintendent and the Board. Members may not have an accrued total of more than thirty (30) vacation days in any one year (a year for purposes of this provision commencing July 1).
8. Days specified as holidays in the Agreement shall not be charged to an employee's vacation leave.
9. Upon separation from service, including death, the employee or his/her legal representative is entitled to compensation for any earned but unused vacation leave to his/her credit at the time of separation. Payment will be made in one lump sum.

B. Employees with Prior Governmental Service in Ohio

A full time Member of the Bargaining Unit who is currently earning vacation credits shall be entitled to receive credit for prior service in accordance with the provisions of Section 9.44 of the Ohio Revised Code provided that such Member's District seniority date is on or before June 30, 1998.

ARTICLE 22
HOLIDAYS

A. All Bargaining Unit Members employed for twelve (12) months shall be paid their regular rate of pay for the following holidays.

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas

B. All other Bargaining Unit Members shall be paid their regular rate of pay for the following holidays:

New Years Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas

C. Members required to work on a holiday shall be paid double time (2X).

D. Members will be offered holiday work based on seniority. The most senior member has the right of first refusal. A member with specific expertise may be requested to work on a holiday regardless of seniority status due to an emergency. Such procedure shall not be used to avoid rotating seniority.

ARTICLE 23
WORK DAY/WORK YEAR

<u>POSITION</u>	<u>DAYS WORKED</u>	<u>PAID HOLIDAYS</u>	<u>TOTAL PAID DAYS</u>	<u>HOURS/DAY</u>
Custodian	250	10	260	8
Head Custodian	250	10	260	8
Bus Driver	180	7	187	variable
Cook	181	7	188	6
Server/Prep Cook	181	7	188	3
Cashier	181	7	188	3
HS Secretary, HS Guidance	203	7	210	7.25
Secretary, & Athletic Director	20	0	20	5
Secretary				

ES & MS Secretary	193	7	200	7.25
	10	0	10	5
Educational Assistant	180	7	187	7.50
Educational Assistant/Library	180	7	187	7.5
Educational Assistant/Special Ed.	180	7	187	7.5
Educational Assistant/Kindergarten	180	7	187	7.5

The one hundred eighty (180) work days for Educational Assistants will include one hundred seventy-eight (178) student days and two (2) teacher workdays.

All members working seven (7) or more hours shall be entitled to an uninterrupted thirty minute lunch period (30) minute unpaid lunch and two (2) fifteen (15) minute breaks.

Members shall have the right to leave the building during their 30 minute lunch period upon notifying their immediate supervisor.

*Library Aides will not be required to work beyond their contracted workdays except by extended time.

ARTICLE 24

VACANCIES, TRANSFERS AND REASSIGNMENTS

A. DEFINITIONS

1. **Vacancy**: A Bargaining Unit position which the Board has determined to fill which becomes available due to resignation, retirement, transfer, reassignment, discharge for cause, death and/or creation of a new position or supplemental duties available to Bargaining Unit Members.
2. **Reassignment**: A change in work assignment within a classification/job title.
3. **Transfer**: A change in work assignment and classification/job title.
4. **Voluntary Transfer/Reassignment**: An inter/intra classification change in job assignment requested by the Bargaining Unit Member.
5. **Involuntary Transfer/Reassignment**: An inter/intra classification change in job assignment made by a directive of the Superintendent and/or his/her designee.

- B. The vacancy or newly created position in the bargaining unit shall be posted for a period of five (5) working days in each building and work location, provided that vacancies posted after the last day of school and prior to the first day of school in the next school year shall instead be posted in the same locations for ten (10) working days. The Association President shall be sent a copy of all vacancies. In addition, during the months of June, July and August, each Bargaining Unit Member shall (1) have phone access to new or existing vacancies through the

district office, including the deadline for application, and (2) be mailed a copy of the posting notice if the Member has requested in writing notification of all openings in the classification in which the vacancy occurs and has provided to the Superintendent or his/her designee a sufficient number of stamped, self-addressed envelopes for such notification. Each posting notice shall include the following information:

1. Job Title*
2. Work Site
3. Closing Date of Posting
4. Qualifications needed for position as per the job description

*For Supplemental Positions the title or nature of the duties.

Employees applying for the position shall submit their request in writing to the Superintendent within the time limitation established in the posting notice.

C. FILLING OF VACANCY

1. The vacant position shall first be offered to the applicant from within the same classification as the vacancy with the highest classification seniority (seniority to be determined in accordance with Article 12, Subsection A.) provided said member meets the qualifications for the vacancy as delineated in the job description for the position, and provided further that one (1) time each year (July 1 through June 30), the Superintendent may determine, notwithstanding the foregoing, not to offer the vacant position first to the applicant from within the same classification as the vacancy with the highest seniority.
2. If no employee within the classification applied for the vacant position, the Superintendent shall consider qualified applicants from other classifications. Qualified applicants shall be defined as those who meet the qualifications as delineated in the job description. This determination shall be made by the Superintendent.
3. If, in the judgment of the Superintendent, two or more employees apply from different classifications who are equally qualified, the employee with the greatest district seniority shall be appointed. Seniority shall be determined in accordance with the Seniority provisions of this Agreement.

If none of the applicants from other classifications are deemed qualified in the judgment of the Superintendent, outside applicants may be considered for the position.

ARTICLE 25
SALARY

A. SALARY SCHEDULE PLACEMENT

1. To advance to the next step on the salary schedule the member must have been employed a minimum of one hundred twenty (120) days the previous fiscal year (July 1 to June 30).
2. Years of service shall be counted from the date of most recent hire.
3. A new hire shall be granted a maximum of five (5) years experience to be placed on the salary schedule.
4. If a special work assignment is canceled after the member has reported for work, the member shall be paid for a minimum of two (2) hours.
5. Members transferring from one classification to another shall be granted a maximum of five (5) years of school district experience. Members transferring from a full-time position to a part-time position shall transfer all years of school district experience.
6. Effective July 1, 1998, aides shall be granted their total years of service in the school district for salary schedule placement.

B. OVERTIME

1. The work week shall begin on Mondays at 12:01 A.M. and end on Sundays at 11:59 P.M.
2. Overtime shall be defined as all authorized hours worked over forty (40) hours during the Bargaining Unit Members' work week. For this purpose only, all paid holidays and all calamity days shall be deemed to be authorized hours worked, but all approved leaves and vacation days shall be excluded in computing overtime payment.
3. Any member required to work on Saturday shall be paid time and one-half (1 1/2) for all hours worked, providing Saturday is not a regularly scheduled work day for the member and the member has accrued forty (40) hours worked within a week.
4. Any member required to work on Sunday shall be paid double time (2X) for all hours worked, providing Sunday is not a regularly scheduled work day for the employee.
5. Saturday and Sunday work will be offered to full-time employees first in accordance with Article 25, B, 7, providing this is not a regular work day or a supplemental contract.

6. All overtime must be approved in advance by the unit member's immediate supervisor or the Superintendent or his/her designee in the event of absence of the member's immediate supervisor.
7. Compensatory time off may be approved in place of salary in accordance with the provisions of the Fair Labor Standards Act. However, all compensatory time off shall be taken at a mutually agreed upon time between the employee and his/her immediate supervisor or the Superintendent or his/ her designee, in the event of the absence of the member's immediate supervisor. A maximum of forty (40) hours may be approved for compensatory time off.
8. Overtime shall be assigned on a rotating basis beginning with the most senior member within the building and classification of the overtime assignment. Should no building employee be secured for the assignment, the overtime will be assigned on the same basis to classification employees working in other buildings provided each member of the classification is qualified to perform the duty. Such procedure shall not be used to avoid rotating overtime.
9. All overtime shall be paid at the rate of one and one-half (1 1/2) times the member's hourly rate for all authorized hours worked over forty (40) hours.
10. For the purpose of the assignment and processing of overtime as delineated in this Article, the following administrators shall be the designated "immediate supervisor" for the listed bargaining unit classifications/job titles:

ADMINISTRATOR

CLASSIFICATION/JOB TITLE

Building Principal

Secretaries
Educational Assistants
Crossing Guard

Cafeteria Supervisor
Maintenance Supervisor
Transportation Supervisor

Cafeteria Employees
Custodians
Bus Drivers

- C. All Bargaining Unit Members shall be paid in accordance with the attached salary schedules.
 1. The attached schedules reflect base salary increases of 3.00% effective on July 1, 2014 and July 1, 2015.

ARTICLE 26

TRANSPORTATION

A. REGULAR ROUTES

1. A regular route shall be defined as a route driven on a daily basis during the regularly scheduled school year.
2. The transportation supervisor will establish the number of hours for each regular route, with a minimum of four (4) hours. Hours will be adjusted if additional responsibilities are added (i.e. shuttle route, high school route, additional streets/roads).

An additional forty-five (45) minutes per day shall be added to the drivers' actual driving time, fifteen (15) minutes for pre-trip inspection and thirty (30) minutes for cleaning and gassing up.

3. Once a driver has accepted assignment to a regular route, he/she shall keep such assignment until and unless he/she voluntarily accepts assignment to a vacant or new route.
4. If a vacancy occurs in a regular route or a new route is created, the route shall be posted and offered to all drivers and awarded to the most senior applicant. Subsequent vacancies shall then be offered to all drivers and awarded in seniority order.
5. Should a vacancy occur after October 1, the Board may hire a new driver to drive the route for the remainder of the school year. The route will then be posted as a vacant route for the next school year and filled in accordance with A.4 above. Any driver hired to fill a vacancy which occurs after October 1 shall be paid in accordance with the driver salary schedule contained in Article 25 after completing thirty (30) days in the assignment.
6. Route sheets and seating charts will be turned in no later than October 1 of each year except for extenuating circumstances approved by the Superintendent. Drivers not submitting the route sheets and seating charts by the October 1st date will not be permitted to take extra trips until such time as they are submitted.

B. SPECIAL ROUTES

1. A special route is a route created to transport handicapped or preschool students.
2. Special routes shall be offered to regular contract drivers in accordance with Section A3 and 4 above. If no regular contract driver can drive the special route, it may be offered to a substitute driver.

3. Regular contract drivers shall be paid their regular hourly rate of pay for all special routes assigned.
4. Drivers of routes that include CTEC, Parochial and Special Education students are required to work all scheduled days for such runs, including days when the Heath City Schools are closed. Posting for such routes will include reference to this requirement.

C. **TEMPORARY ROUTES**

1. A temporary route is a route which requires less than two (2) hours to drive and is normally established to take care of an overload until a permanent arrangement can be made by assigning the route to a regular contract driver.
2. Temporary routes may be assigned to a qualified part-time driver or a substitute.

D. **EXTRA TRIPS**

1. All Extra Trips will be labeled as a Field Trip, an Athletic Trip, or a Music Trip.

Drivers shall be paid their regular hourly rate of pay for all Field Trips.

Drivers shall be paid \$14.00 per hour for the first six (6) hours while driving an Athletic Trip or a Music Trip and \$9.00 wage per hour thereafter. As state or federal minimum wages increase, the same dollar amount increase shall apply to this rate.

2. An Extra Trip Board will be maintained in the bus garage. The Board shall maintain:
 - a. A list of all regular contract drivers in seniority order.
 - b. A list of all available extra trips.
3. All extra trips that are known, prior to the drivers' annual pre-school year meeting, will be posted at that meeting. Other extra trips will be posted in the order the permits are received by the transportation supervisor and will be posted within twenty-four (24) hours of receipt. Extra trips will be awarded in inverse order of accumulated trip hours, provided that in the event that accumulated trip hours are identical, greater seniority shall be used to break the tie.
4. Drivers not accepting or not bidding on, an extra trip when reached in rotation shall be charged for the trip, and the trip will be offered to the next driver in the rotation.

5. If a driver is notified before leaving home that a trip is canceled, he/she will be given no remuneration. If a driver reports to the garage and then is informed the trip is canceled, the driver will be paid for two (2) hours at his/her regular hourly pay rate.
6. Regular contract drivers will be permitted to have a substitute secured for their entire AM or PM route in order to drive an extra trip.
7. Posting of extra trips and maintenance of the trip boards will be handled by a regular contract driver through a supplemental contract. The contract will be effective July 1 through June 30 annually and be paid \$1,000, \$500 payable on or before December 31 and \$500 payable on or before June 30. The supplemental contract will be awarded to the most senior regular contract driver who accepts the position.

Should a dispute arise out of extra trip assignments, the driver(s) affected will first try to resolve the dispute with the individual holding the supplemental contract. Should the dispute remain unresolved, the driver(s) may appeal the matter to the transportation supervisor. If the matter involves a violation of the procedure contained in Subsection D. 2-4, the matter may be appealed through the grievance procedure beginning at Level III.

8. The District shall provide CBs on buses used for extra trips out of normal radio range or at times when the two-way radio is not monitored.
9. When more than one (1) bus is scheduled for a field trip, and the additional bus(es) are canceled, the remaining trips will be granted to the necessary drivers signed up for the trip(s) on a rotational/seniority basis in accordance with Section 3., above.

E. **MISCELLANEOUS**

1. All regular route drivers shall be required to complete all District and State reports, attend the driver organizational meeting, opening staff meeting and the CTEC inservice in exchange for being paid for the two (2) parent-teacher conference days for which they are paid and do not drive.
2. If a breakdown extends the driver's regularly scheduled work day, or extends the hours of an extra trip, the driver will be paid for all extra time in fifteen (15) minute intervals.
3. Drivers who test positive on drug/alcohol tests shall be accorded all due process rights established by the FHWA Act of 1991.
4. The Board will pay for the driver's annual physical examination. The Board shall have the right to designate the medical facility to which the member must report. Should a member elect to have his/her physical at a medical facility other than the one designated by the Board, the Board will pay an equal amount to the alternate facility.

5. The Board will reimburse drivers for the cost of their CDL and one (1) annual abstract. This reimbursement will be made with documented verification that the cost of the license/abstract has been paid by the driver.

ARTICLE 27
JOB DESCRIPTIONS

The Board shall provide each Member of the Bargaining Unit with a job description. It is recognized that if changes in a member's job description following a member's employment change a member's condition of employment, the effect of such change shall be a mandatory subject for negotiations unless the change is under Section B of Article 28 below. Prior to the Board's adoption of a revised/changed job description, a copy of said description shall be forwarded to the Association President. Following adoption by the Board, the revised description shall be forwarded to all employees in the position.

ARTICLE 28
MISCELLANEOUS

A. ALL BARGAINING UNIT MEMBERS

1. All Bargaining Unit Members shall be offered the opportunity to receive the Hepatitis B vaccine at no cost to the member. Any member waiving such right shall be required to sign the Board developed waiver form.
2. The Board will ensure that protective aids such as approved gloves and sealable plastic bags are readily available for use by members should the need arise.
3. **Tuition Reimbursement**
 - a. With prior approval of the Superintendent and subject to Item C, below, School Support Employees will be reimbursed for actual tuition costs* subject to the limits of:

Seventy-eight dollars (\$78.00) per credit hour, and
Ninety-eight dollars (\$98.00) per semester hour

(*Including the PARAPRO Test for Educational Assistants, up to a maximum amount of Seventy-eight dollars [\$78.00] for the test.)
 - b. Actual reimbursement will be received by the Employees in one lump sum within thirty (30) days following the presentation by the Employee of proof of successful course completion.

- c. The Board will provide two thousand dollars (\$2,000.00) in each year of this Agreement to fund tuition reimbursement. Funds remaining at the end of each year will revert back to the Board's General Fund.

B. CUSTODIAL MAINTENANCE

The Board will provide a cellular telephone to third shift employees required to move from building to building.

Custodians will not be assigned detention students.

C. EDUCATIONAL ASSISTANTS

The Board will establish a policy requiring a witness to be present when a member is required to assist a student with toileting and/or personal hygiene procedures.

Arrangements will be made to assist study hall monitor, if requested of the building principal or assistant principal, when study hall enrollment exceeds fifty (50) students after assignment to library.

Educational assistants will not be required to supervise students for an entire class period without a certificated teacher in close proximity who could assist if necessary.

Educational Assistants desiring to attend the Central/OEA/NEA, Inc. (formerly COTA) Day program will be permitted to do so through use of Professional Leave as in Article Ten (10) of the Agreement between the Parties.

D. CAFETERIA

The Board will maintain the following cafeteria staffing levels:

Elementary Schools: One six (6) hour cook
One three (3) hour cook
One three (3) hour cashier
One three (3) hour server

Middle School: One six (6) hour cook
One three (3) hour cook
One three (3) hour cashier
One three (3) hour server

High School: One six (6) hour cook
One three (3) hour cook
One three (3) hour cashier
One three (3) hour server
One three (3) hour food attendant

Each six (6) hour cook shall receive a supplemental contract to perform food ordering services. The contract will be effective July 1 through June 30 annually and be paid \$300, \$150 payable on or before December 31 and \$150 payable on or before June 30.

E. **SECRETARIAL**

The District shall maintain the school nurse and clinic assistant schedule at a staffing level at least equal to the 1997-98 level. Subject to the remainder of this paragraph, no member will be required to dispense medication nor perform medical procedures. During the hours that neither a clinic assistant nor the nurse is assigned to a building, or when the nurse or clinic assistant is so assigned but is either involved in providing direct student health care or is taking lunch at a time other than when the majority of students receiving medications would be expected to receive same, a bargaining unit member shall be designated to dispense medication and administer minor first aid (e.g., wash cuts, place Band-Aids and ice packs, take temperatures, etc.). Any member so designated shall be paid a stipend at a rate of \$300 per annum.

Secretaries shall not be responsible for disciplining students.

ARTICLE 29
IMPLEMENTATION AND DURATION

- A. This Contract shall become effective July 1, 2014 and continue through June 30, 2016, and annually thereafter unless the Board or the Association gives written notice to the other of its intent to modify or amend this Contract in accordance with the provisions of Article 2 of the Contract.
- B. Provisions in this Contract shall supersede any related rules, procedures, policy previously adopted by the Board and not consistent with the terms and conditions herein stated.
- C. The items agreed to between the Board and the Association are the result of good faith negotiations. If any provision on this 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.
- D. By affixing our signature, we affirm that the respective parties have ratified and adopted this Agreement.

FOR THE ASSOCIATION

FOR THE BOARD

Linda R. [Signature]

[Signature]

Kim L. [Signature]

Bradley T. Hall

Donnie M. Shawler

Debra & Kelley

Date: _____

Date: 9-16-14

APPENDIX "A"

FORMAL WRITTEN GRIEVANCE

NAME OF GRIEVANT: _____

DATE: _____

SPECIFIC PROVISION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED

DATE OF VIOLATION _____

BRIEF DESCRIPTION OF GRIEVANCE

RELIEF/REMEDY SOUGHT: _____

DATE OF INFORMAL HEARING _____

DISPOSITION: _____

LEVEL 2

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL 2 HEARING: _____

DISPOSITION: _____

SIGNED FOR THE BOARD: _____

TITLE: _____

DATE: _____

LEVEL 3

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL 3 HEARING: _____

DISPOSITION: _____

SIGNED FOR THE BOARD: _____

TITLE: _____

DATE: _____

LEVEL 4

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL 4 HEARING: _____

DISPOSITION: _____

SIGNED FOR THE BOARD: _____

TITLE: _____

DATE: _____

LEVEL 5

DATE SUBMITTED: _____

SIGNATURE OF GRIEVANT(S): _____

SIGNATURE FOR THE ASSOCIATION: _____

TITLE: _____

APPENDIX "B"

**HEATH CITY SCHOOL DISTRICT
REPORT ON ABSENCE**

Principal, teachers, substitute and non-certificated employees are to sign. Principal will send one (1) copy to Central Office immediately upon receipt from regular teacher or non-certificated employee and keep one (1) copy in his office.

Name of Substitute _____

Address _____ Phone _____

Name of Regular Teacher or Employee _____

School _____ Grade or Position _____

Dates Taught or Hours Worked _____

Total Days Taught or Hours Worked _____

Signed _____
(Substitute)

Approved: _____
(Principal or Supervisor)

SCHOOL PERSONNEL REPORT

Name of Regular Teacher or Employee _____

School _____

Number of Days Absent _____ Dates of Absence _____

Cause of Absence _____

Number of days this absence
should be charged to your:

Sick Leave	_____
Jury Leave	_____
Personal Leave	_____
Professional Leave	_____
Association Leave	_____
Vacation	_____
Salary Deduct Day	_____
Comp. Time	_____

Signed _____
(Teacher or Employee)

Approved _____
(Principal or Supervisor)

Date _____

HEATH CITY SCHOOLS
PERSONAL LEAVE REQUEST

DATE _____

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

Name _____

Number of Personal Days Requested _____

Day/Dates of Leave Requested _____

_____ Graduation Exercises

_____ College Affairs

_____ Marriage Ceremonies

_____ Religious Observance

_____ Legal Matters

_____ Personal Matters that cannot be conducted on other than school time

_____ Emergency Situation*

Provide information in keeping with policy.*

Teacher/Non-Certificated Employee

Principal/Supervisor**

Date Received

Superintendent

Date Received

**Signature of Principal/Supervisor indicates receipt, not approval.

HEATH CITY SCHOOLS
REQUEST FOR PROFESSIONAL DAY

Please fill out in triplicate and return to your building Principal/Immediate Supervisor.

Name _____

Position _____

Number of Professional Days requested _____

Dates you desire to be gone _____

Description of meeting _____

Explanation of how meeting relates to your present job responsibility.

Building Approval:

(Signature of Employee)

(Building Principal/Immediate Supervisor)

(Superintendent of Schools)

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 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/Immediate Supervisor 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 activity shall be given to the building Principal/Immediate Supervisor within ten (10) school days after the Professional Day is taken.

APPENDIX "C"

EVALUATION: SECRETARY

Name of Employee _____

O S NI U

I.	Quality of Work				
II.	Quantity of Work				
III.	Job Knowledge				
IV.	Work Habits				
V.	Dependability				
VI.	Initiative				
VII.	Attendance				
VIII.	Punctuality				
IX.	Ability to get along with teachers, visitors, students, and fellow employees				
X.	Attitude - accepts and profits from suggestions				
XI.	Appearance				
XII.	Physical Fitness				
XIII.	Supervisory Ability				
XIV.	Mature in Behavior				
XV.	Is a good public relations person for the school				
XVI.	Uses confidentiality, discretion, consideration, in speaking of school, colleagues and pupils.				

GOALS

COMMENDATIONS

Secretary _____

Date _____

Evaluator _____

Date _____

EVALUATION: CUSTODIAN

Name of Employee _____

O S NI U

<p>I. <u>Adherence to Rules:</u></p> <p>Custodian supports and carries out the policies, recommendations and suggestions of the principal, Board of Education and Superintendent</p>				
<p>II. <u>Follows Job Description:</u></p> <p>1. Custodian is knowledgeable of his job description and performs all duties to the best of his ability.</p> <p>2. Follows directives concerning environmental control and safety.</p>				
<p>III. <u>Initiative:</u></p> <p>Custodian does minor repairs without being told and notifies the principal of repairs needed beyond his scope of responsibility.</p>				
<p>IV. <u>Public Relations:</u></p> <p>1. Custodian is aware of his role with the public and attempts to create a positive image.</p> <p>2. Custodian realizes his primary responsibility is building cleanliness and uses this as a positive public relations tool.</p>				

GOALS

COMMENDATIONS

Custodian _____

Date _____

Evaluator _____

Date _____

EVALUATION: EDUCATIONAL ASSISTANT

Name of Employee _____

O S NI U

I. Dependability				
II. Mature in behavior				
III. Seeks to improve job skills				
IV. <u>Public Relations:</u> Reflects a positive attitude toward members of the public.				
V. Appearance				
VI. <u>Attitude:</u> Accepts and profits from suggestions				
VII. <u>Initiative:</u> Looks for things to do - ability to make helpful suggestions.				
VIII. <u>Attitude Toward Faculty and Students:</u> Friendly, tactful, courteous.				
IX. <u>Work Habits:</u> Able to follow instructions.				
X. Punctuality				

GOALS

COMMENDATIONS

Educational Assistant _____

Date _____

Evaluator _____

Date _____

EVALUATION: BUS DRIVER

Name of Employee _____

	O	S	NI	U
I. <u>Quality of Work:</u> Driver performs job assignments with enthusiasm and accuracy				
II. <u>Job Knowledge:</u> Driver is aware of his/her general duties and seeks opportunities to learn more.				
III. <u>Dependability:</u> Driver follows through to completion both regular and special assignments.				
IV. <u>Initiative:</u> Driver assumes responsibility for bus maintenance reports, window cleaning, sweeps bus, reports repairs without being told.				
V. <u>Attendance:</u> 1. Driver is discreet in using sick leave and personal leave privileges. 2. Avails himself of district and/or state meetings that are pertinent to job performance.				
VI. <u>Punctuality:</u> 1. Driver arrives at the appointed time. 2. Performs tasks that are assigned within time framework.				
VII. <u>Staff Relations:</u> 1. Driver gets along with fellow employees, students, teachers, administrators and members of the community. 2. Driver respects the opinions of others. 3. Driver accepts and profits from constructive criticism.				
VIII. <u>Attitude Toward Students:</u> 1. Driver actively participates in promoting good morale for the school and the community.				
IX. <u>Adherence to Rules:</u> 1. Driver follows and supports school district policy relative to his job. 2. Driver enforces rules that pertain to student behavior.				
X. <u>Route Sheets:</u> 1. Driver maintains current route sheets.				
XI. <u>Mature in Behavior</u> 1. Driver acts as a model for student behavior.				

GOALS

COMMENDATIONS

Bus Driver _____

Date _____

Evaluator _____

Date _____

EVALUATION: CAFETERIA EMPLOYEE

Name of Employee _____

O S NI U

I. <u>Personal Appearance:</u> Neat, clean, hair under control, proper dress and shoes.				
II. <u>Work Habits:</u> Ability to follow directions, remember instructions and apply new ideas.				
III. <u>Attitude Toward Work:</u> Accepts change, criticism; praise, willing to pitch in and help other employees				
IV. <u>Attitude Toward Faculty and Students:</u> Friendly, sympathetic, kind, courteous, tactful.				
V. <u>Initiative:</u> Looks for things to do; ability to make helpful suggestions.				
VI. <u>Loyalty and Integrity:</u> Loyalty to the district and administration. Reports any unsatisfactory conditions to the Supervisor, not fellow workers.				
VII. <u>Public Relations:</u> Positive attitude in any contact with the public.				

GOALS

COMMENDATIONS

Cafeteria Employee _____

Date _____

Evaluator _____

Date _____

APPENDIX D

Heath City School District- Effective 8-1-13

Base Plan



Medical Benefits		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 years Removal upon End of Month	
Older Age Child	28 years Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Overall Annual Benefit Period Maximum	\$5,000,000	
3 Month Deductible carryover	Does Not Apply	
Benefit Period Deductible- Single/Family ¹	\$1,000/\$2,000	\$2,000/\$4,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$750/\$1,500	\$1,500/\$3,000
Physician/Office Services		
Office Visit (Illness/Injury- includes After Hours care for all diagnoses) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$50 copay, then 100%	\$50 copay, then 100%
Surgical Services in Physicians Office	\$15 copay, then 100%	70% after deductible
Diagnostic Laboratory, X-ray and Medical Testing in a Physician's Office or Independent Lab	100%	70% after deductible
Therapeutic Injections and Administrative and Injectable Contraceptives and Administration	100%	70% after deductible
Respiratory Therapy and Chemotherapy	100%	70% after deductible
Medical Supplies in a Physician's Office	100%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Treatments	100%	70% after deductible
Allergy Testing	90% after deductible	70% after deductible
Preventative Services³		
Preventative Services, in accordance with State and Federal Law ³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (Birth to Age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To Age 21)	100%	70% after deductible
Routine Vision Exams (Including Refraction- Age 21 and over) ²	\$15 copay, then 100%	70% after deductible
Routine Hearing Exams (Age 21 and over) ²	\$15 copay, then 100%	70% after deductible
Routine Mammogram (One per Benefit Period)	100%	70% after deductible
Routine Pap Test (One per Benefit Period)	100%	70% after deductible
Routine Laboratory, X-ray, Medical Tests and Endoscopic Services (All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Diagnostic Mammograms	100%	70% after deductible
Physical Therapy- Professional and Facility (20 visits per Benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Occupational Therapy- Professional and Facility (20 visits per benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Chiropractic Therapy- Professional Only (12 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Speech Therapy- Professional and Facility (20 visits per benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Cardiac Rehabilitation- Professional and Facility	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,5}	\$100 copay, then 90%	\$100 copay then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Professional Services	90% after deductible	70% after deductible

Heath City School District- Effective 8-1-13



Base Plan

Medical Benefits		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 years Removal upon End of Month	
Older Age Child	28 years Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Overall Annual Benefit Period Maximum	\$5,000,000	
3 Month Deductible carryover	Does Not Apply	
Benefit Period Deductible- Single/Family ¹	\$1,000/\$2,000	\$2,000/\$4,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$750/\$1,500	\$1,500/\$3,000
Physician/Office Services		
Office Visit (Illness/Injury- includes After Hours care for all diagnoses) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$50 copay, then 100%	\$50 copay, then 100%
Surgical Services in Physicians Office	\$15 copay, then 100%	70% after deductible
Diagnostic Laboratory, X-ray and Medical Testing in a Physician's Office or Independent Lab	100%	70% after deductible
Therapeutic Injections and Administrative and Injectable Contraceptives and Administration	100%	70% after deductible
Respiratory Therapy and Chemotherapy	100%	70% after deductible
Medical Supplies in a Physician's Office	100%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Treatments	100%	70% after deductible
Allergy Testing	90% after deductible	70% after deductible
Preventative Services³		
Preventative Services, in accordance with State and Federal Law ³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (Birth to Age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To Age 21)	100%	70% after deductible
Routine Vision Exams (Including Refraction- Age 21 and over) ²	\$15 copay, then 100%	70% after deductible
Routine Hearing Exams (Age 21 and over) ²	\$15 copay, then 100%	70% after deductible
Routine Mammogram (One per Benefit Period)	100%	70% after deductible
Routine Pap Test (One per Benefit Period)	100%	70% after deductible
Routine Laboratory, X-ray, Medical Tests and Endoscopic Services (All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Diagnostic Mammograms	100%	70% after deductible
Physical Therapy- Professional and Facility (20 visits per Benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Occupational Therapy- Professional and Facility (20 visits per benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Chiropractic Therapy- Professional Only (12 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Speech Therapy- Professional and Facility (20 visits per benefit period)	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Cardiac Rehabilitation- Professional and Facility	Professional- \$15 copay, then 100% Facility 90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,5}	\$100 copay, then 90%	\$100 copay then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Professional Services	90% after deductible	70% after deductible

Inpatient Facility Cont.		
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (180 per benefit period)	90% after deductible	70% after deductible
Inpatient Physical Rehabilitation in a Freestanding Rehab Facility (60 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Ambulance	90% after deductible	90% after deductible
OP Diabetic Education and Training	100%	70% after deductible
OP Medical Nutritional Therapy	100%	50% after deductible
Durable Medical Equipment/ Medical Supplies including Prosthetic Appliances and Orthotic Devices; includes Jobst/Compression Stockings, Augmentive Communication Devices, and Wigs After Cancer Treatment (one per benefit period).	80% after deductible	60% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	90% after deductible
Organ transplants; includes Transportation and Lodging Expenses ⁶ (\$10,000 per transplant)	100%	50% after deductible
Private Duty Nursing (\$50,000 per benefit period; \$100,000 lifetime maximum)	90% after deductible	70% after deductible
EXCLUSIONS: Weight Loss Surgical Services including complications from a Weight Loss Surgery; Tooth Extractions; Surgical Treatment of Gynecomastia; Treatment of Hyperhidrosis, Sclerotherapy/ Treatment of Spider Veins	Not Covered	Not Covered
Mental Health and Substance Abuse- Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services		
<p><i>*This Benefit Design is intended to be a brief outline of the benefits available to you and your eligible dependents. It does not include all of the benefits, limitations or exclusions. The entire provision of benefits are contained in the Plan Document. In the event of a conflict, the Plan Document will prevail.</i></p>		

NOTE:

- *Services requiring a copayment are not subject to the single/family deductible.
- *Non-Contracting and Facility Other Providers will pay the same as Non-Network.
- *Deductible and Coinsurance expenses incurred by a network provider will only apply to the network deductible and coinsurance out-of-pocket limits. Deductible and Coinsurance expenses incurred by a non-network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits.
- ¹Maximum family deductible. Member deductible is the same as single deductible.
- ²The office visit copay applies to the cost of the office visit only. Office visit copays are taken on a per-day visit.
- ³Preventative services include evidence based services that have a rating of "A" or "B" in the United States Preventative Task Force, routine immunizations and other screenings, as provided for in the Patient Protection Affordable Care Act.
- ⁴Copay waived if admitted.
- ⁵The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.
- ⁶Transportation and lodging benefits are provided for the patient and one companion, or two companions if the patient is a minor

RATES FOR 2014-2015
MEDBEN-CERTIFIED

	<u>TOTAL</u>	<u>CERTIFICATED</u> 17.00%	
<u>SINGLE BASE</u>	\$ 628.66	\$ 106.88	PER MONTH
		\$ 53.44	PER PAY
.....			
<u>FAMILY BASE</u>	\$1,600.18	\$272.04	PER MONTH
		\$136.02	PER PAY

Heath City School District- Effective 8-1-13



Dental Plan

Dental Benefits	
Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
3 month Deductible Carryover	Does Not Apply
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (Single/Family) ¹	\$25/\$72
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$1,000
Preventative Services	
Oral Exams- two per benefit period	100%
Bitewing X-rays- one set per benefit period	100%
Diagnostic X-rays- including Full Mouth/ Panorex, which are limited to one every 36 consecutive months.	100%
Prophylaxis (cleaning)- two per benefit period	100%
Flouride Treatment- two treatments per benefit period, limites to dependents up to age 16	100%
Sealants- one every rolling 36 months per tooth, limites to dependents up to age 16	100%
Space Maintainers- limited to eligible dependents up to age 12	100%
Basic Services	
Consultations and Other Exams by Specialist	80% after deductible
Emergency Palliative Treatment- includes emergency oral exam	80% after deductible
Minor Restorative Services ²	80% after deductible
Endodontic/Pulp Services ³	80% after deductible
Periodontal Services ⁴	80% after deductible
Repairs, Relines & Adjustments or Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
Major Services	
Implants	50% after deductible
Inlays, Onlays- one every five years	50% after deductible
Crowns- one every five years ⁵	50% after deductible
Bridgework (Pontics & Abutments) - one every five years	50% after deductible
Partial and Complete Dentures- one every five years ⁶	50% after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60%
Minor Treatment for Tooth Guidance	60%
Minor Treatment for Harmful Habits	60%
Interceptive Orthodontic Treatment	60%
Comprehensive Orthodontic Treatment	60%
<p><i>*This Benefit Design is intended to be a brief outline of the benefits available to you and your eligible dependents. It does not include all of the benefits, limitations or</i></p> <p><i>exclusions. The entire provision of benefits are contained in the Plan Document. In the event of a conflict, the Plan Document will prevail.</i></p>	

¹Maximum family deductible. Member deductible is the same as single deductible.

²Excludes Sedative Fillings.

³Excludes Pulp Vitality Test, Pulp Capping, and Pulpotomy.

⁴Excludes Provisional Splinting.

⁵Excludes Precision Attachments, Stress Breaker, Tissue Conditioning, and Removable Unilateral Partial Dentures.

⁶Excludes Resin Crowns and Prefabricated Resin Crowns.

Heath City School District- Effective 8-1-13
 Prescription Drug Program



Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Diabetic Supplies ²	\$0	30
Asthmatic Supplies ³	\$0	30
Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90
Diabetic Supplies ²	\$0	90
Asthmatic Supplies ³	\$0	90

**This Benefit Design is intended to be a brief outline of the benefits available to you and your eligible dependents. It does not include all of the benefits, limitations or*

exclusions. The entire provision of benefits are contained in the Plan Document. In the event of a conflict, the Plan Document will prevail.

EXCLUSIONS:

- >Erectile Dysfunction Drugs
- >Fertility Medications
- >Allergy Sera, Immunizations and Biologicals
- >Medications for treatment of Onychomycosis (toenail fungus)

NOTE:

- ¹Coverage includes Preventative Medications, in accordance with Federal Law.
- ²Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters.
- ³Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

APPENDIX “E”

Your Anthem Benefits



Heath City School District Anthem Dental Traditional (group size 100+) Summary of Benefits, Effective 07/01/2004

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.

BENFFITS	MEMBER'S RESPONSIBILITY
Annual Deductible (Single/Family)	\$25/\$75 single/family
Annual Maximum	\$1,000
PREVENTIVE	
Diagnostic and Preventive Services (no deductible) <ul style="list-style-type: none"> • oral evaluations • X-rays (bitewing) • cleanings • space maintainers • palliative treatment • other selected diagnostic and preventive services 	Covered in full
PRIMARY (deductible applied)	
<ul style="list-style-type: none"> • X-ray (full mouth) • General anesthesia (surgical procedures) • I.V. Sedation (surgical procedures) • amalgam and composite restorations • pin retention procedures • root canal therapy • apexification • therapeutic pulpotomy • other selected endodontic services • simple and surgical tooth extractions • other selected oral surgery services • gingivectomy • osseous surgery • other selected periodontal services 	20%
COMPLEX (deductible applied)	
<ul style="list-style-type: none"> • crown/inlays/onlays • partial and full dentures • other selected prosthodontic services 	50%
Missing Tooth Rider <i>Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.</i> <ul style="list-style-type: none"> • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth) 	Covered
ORTHODONTIC	
Orthodontic Services (no deductible) Dependent child to age 19 <ul style="list-style-type: none"> • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth • post orthodontic retention 	40% Child
Separate Orthodontic Lifetime Maximum	\$1,000
Provider Allowance	90 th Percentile
Stand-alone Dental	No

APPENDIX “F”

An Eyecare Plan

VSP

With You in Mind

Are you really seeing your best? Or are you simply used to the view? With good vision, your experiences are clearer. Sharper. And a lot more vivid.

85% of all you experience is through your eyes

Besides helping you see better, routine eye exams can detect a number of serious health conditions such as glaucoma, cataracts and diabetes. Even cancer. Plus, eye exams for kids can spot problems that can impact their learning and development.

Always Accepting New Patients

VSP network doctors are located right where you need them – close to work, home and shopping centers. They provide top quality care and offer a wide selection of frames to choose from – all at one convenient location. Their commitment to care and service grows with you and your family for a lifetime of care.

No ID cards. No claim forms.

Easy as 1, 2, 3

1. Find a VSP doctor at vsp.com or call 1-800-877-7195.
2. Make an appointment and tell the doctor you are a VSP member.
3. Your doctor and VSP will handle the rest.

VSP.com – Answers Anytime, Anywhere

What’s important to you? Do you need an evening appointment? Interested in a doctor who focuses on sports eyewear or children? Are you searching for information on conditions of the eye? Visit vsp.com today. You’ll like what you see.

Visit vsp.com today. You’ll like what you see.

Your eyecare benefit is brought to you by HEATH CITY SCHOOL DISTRICT and VSP. (Effective 7/1/04)

Your Coverage	
When visiting a VSP network doctor, you’ll receive:	
Exam covered in full.....	every 12 months
Prescription Glasses	
Lenses covered in full	every 12 months
<i>Single vision, lined bifocal, lined trifocal lenses, scratch coating and tints.</i>	
Frames	every 12 months
<i>Frames of your choice covered up to \$150.00. Plus, 20% off any out-of-pocket costs.</i>	
~ OR ~	
Contacts	every 12 months
<i>When you choose contacts instead of glasses, your \$105.00 allowance applies to the cost of your lenses and the fitting and evaluation exam. This exam is in addition to your vision exam to ensure proper fit of contacts.</i>	
Extra Discounts and Savings	
Laser Vision Correction Discounts	
Prescription Glasses	
<ul style="list-style-type: none"> • Up to 20% savings on lens extras such as anti-reflective coats and progressives • 20% off additional prescription glasses and sunglasses 	
Contacts	
<ul style="list-style-type: none"> • Exclusive pricing on annual supplies of popular brands • 15% off cost of contact lens exam (fitting and evaluation) 	
Your Co-pays	
Exam	\$20.00
Prescription Glasses	\$20.00
Contacts	No co-pay applies
Dollar for dollar you get the best value for your VSP benefit when you visit a VSP network doctor. If you decide not to see a VSP doctor, co-pays still apply. You’ll also receive a lesser benefit and typically pay more out-of-pocket. You are required to pay the provider in full at the time of your appointment and submit a claim to VSP for partial reimbursement. If you decide to see a provider not in the VSP network, call us first at 800-877-7195.	
Out-of-Network Reimbursement Amounts:	
Exam	Up to \$35.00
Lenses:	
Single Vision	Up to \$25.00
Bifocal	Up to \$40.00
Trifocal	Up to \$55.00
Tints	Up to \$5.00
Frame	Up to \$58.00
Contact Lenses	Up to \$105.00

VSP guarantees service from VSP network doctors only. In the event of a conflict between this information and your organization’s contract with VSP, the terms of the contract will prevail.

happiness is seeing well

APPENDIX "G"

HESSA M.S., E.S. SECRETARY						
SALARY SCHEDULE						
200 Days @ 7.25 Hrs. - 10 Days @ 5 Hrs. - 1500 Hrs.						
YEARS		14-15	HOURLY		15-16	HOURLY
		3.00%			3.00%	
Step 0		\$20,346	\$13.56		\$20,956	\$13.97
		1.000			1.000	
Step 1		20,895	\$13.93		21,522	\$14.35
		1.027			1.027	
Step 2		21,445	\$14.30		22,088	\$14.73
		1.054			1.054	
Step 3		21,994	\$14.66		22,653	\$15.10
		1.081			1.081	
Step 4		22,543	\$15.03		23,219	\$15.48
		1.108			1.108	
Step 5		23,093	\$15.40		23,785	\$15.86
		1.135			1.135	
Step 6		23,642	\$15.76		24,351	\$16.23
		1.162			1.162	
Step 7		24,191	\$16.13		24,917	\$16.61
		1.189			1.189	
Step 8		24,741	\$16.49		25,482	\$16.99
		1.216			1.216	
Step 9		25,290	\$16.86		26,048	\$17.37
		1.243			1.243	
Step 10		25,839	\$17.23		26,614	\$17.74
		1.270			1.270	
Step 11		26,389	\$17.59		27,180	\$18.12
		1.297			1.297	
Step 12		26,938	\$17.96		27,746	\$18.50
		1.324			1.324	
Step 13		27,487	\$18.32		28,312	\$18.87
		1.351			1.351	
Step 14		28,037	\$18.69		28,877	\$19.25
		1.378			1.378	
Step 15		28,586	\$19.06		29,443	\$19.63
		1.405			1.405	
Step 18		29,135	\$19.42		30,009	\$20.01
		1.432			1.432	
Step 20		29,685	\$19.79		30,575	\$20.38
		1.459			1.459	
Step 23		30,234	\$20.16		31,141	\$20.76
		1.486			1.486	
Step 25		30,783	\$20.52		31,706	\$21.14
		1.513			1.513	

HESSA SECRETARY TO H.S. PRINCIPAL						
SALARY SCHEDULE						
210 Days @ 7.25 Hrs. - 20 Days @ 5 Hrs. - 1622.50 Hrs.						
YEARS		14-15	HOURLY		15-16	HOURLY
		3.00%			3.00%	
Step 0		\$22,016	\$13.57		\$22,676	\$13.98
		1.000			1.000	
Step 1		22,610	\$13.94		23,288	\$14.35
		1.027			1.027	
Step 2		23,205	\$14.30		23,901	\$14.73
		1.054			1.054	
Step 3		23,799	\$14.67		24,513	\$15.11
		1.081			1.081	
Step 4		24,394	\$15.03		25,125	\$15.49
		1.108			1.108	
Step 5		24,988	\$15.40		25,737	\$15.86
		1.135			1.135	
Step 6		25,583	\$15.77		26,350	\$16.24
		1.162			1.162	
Step 7		26,177	\$16.13		26,962	\$16.62
		1.189			1.189	
Step 8		26,771	\$16.50		27,574	\$16.99
		1.216			1.216	
Step 9		27,366	\$16.87		28,186	\$17.37
		1.243			1.243	
Step 10		27,960	\$17.23		28,799	\$17.75
		1.270			1.270	
Step 11		28,555	\$17.60		29,411	\$18.13
		1.297			1.297	
Step 12		29,149	\$17.97		30,023	\$18.50
		1.324			1.324	
Step 13		29,744	\$18.33		30,635	\$18.88
		1.351			1.351	
Step 14		30,338	\$18.70		31,248	\$19.26
		1.378			1.378	
Step 15		30,932	\$19.06		31,860	\$19.64
		1.405			1.405	
Step 18		31,527	\$19.43		32,472	\$20.01
		1.432			1.432	
Step 20		32,121	\$19.80		33,084	\$20.39
		1.459			1.459	
Step 23		32,716	\$20.16		33,697	\$20.77
		1.486			1.486	
Step 25		33,310	\$20.53		34,309	\$21.15
		1.513			1.513	

HESSA EDUCATIONAL ASSISTANTS SALARY SCHEDULE				
187 Days @ 7.5 Hrs. - 1402.50 Hrs.				
187 Days @ 5.0 Hrs. - 935 Hrs.				
YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$14,438	\$10.29	\$14,871	\$10.60
	1.000		1.000	
Step 1	14,828	\$10.57	15,273	\$10.89
	1.027		1.027	
Step 2	15,218	\$10.85	15,674	\$11.18
	1.054		1.054	
Step 3	15,607	\$11.13	16,076	\$11.46
	1.081		1.081	
Step 4	15,997	\$11.41	16,477	\$11.75
	1.108		1.108	
Step 5	16,387	\$11.68	16,879	\$12.03
	1.135		1.135	
Step 6	16,777	\$11.96	17,280	\$12.32
	1.162		1.162	
Step 7	17,167	\$12.24	17,682	\$12.61
	1.189		1.189	
Step 8	17,557	\$12.52	18,083	\$12.89
	1.216		1.216	
Step 9	17,946	\$12.80	18,485	\$13.18
	1.243		1.243	
Step 10	18,336	\$13.07	18,886	\$13.47
	1.270		1.270	
Step 11	18,726	\$13.35	19,288	\$13.75
	1.297		1.297	
Step 12	19,116	\$13.63	19,689	\$14.04
	1.324		1.324	
Step 13	19,506	\$13.91	20,091	\$14.32
	1.351		1.351	
Step 14	19,896	\$14.19	20,492	\$14.61
	1.378		1.378	
Step 15	20,285	\$14.46	20,894	\$14.90
	1.405		1.405	
Step 18	20,675	\$14.74	21,295	\$15.18
	1.432		1.432	
Step 20	21,065	\$15.02	21,697	\$15.47
	1.459		1.459	
Step 23	21,455	\$15.30	22,098	\$15.76
	1.486		1.486	
Step 25	21,845	\$15.58	22,500	\$16.04
	1.513		1.513	

HESSA COOKS SALARY SCHEDULE				
188 Days @ 6 Hrs. - 1128 Hrs.				
188 Days @ 3 Hrs. - 564 Hrs.				
YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$11,406	\$10.11	\$11,748	\$10.41
	1.000		1.000	
Step 1	11,714	\$10.38	12,065	\$10.70
	1.027		1.027	
Step 2	12,022	\$10.66	12,382	\$10.98
	1.054		1.054	
Step 3	12,330	\$10.93	12,700	\$11.26
	1.081		1.081	
Step 4	12,638	\$11.20	13,017	\$11.54
	1.108		1.108	
Step 5	12,946	\$11.48	13,334	\$11.82
	1.135		1.135	
Step 6	13,254	\$11.75	13,651	\$12.10
	1.162		1.162	
Step 7	13,562	\$12.02	13,968	\$12.38
	1.189		1.189	
Step 8	13,870	\$12.30	14,286	\$12.66
	1.216		1.216	
Step 9	14,178	\$12.57	14,603	\$12.95
	1.243		1.243	
Step 10	14,486	\$12.84	14,920	\$13.23
	1.270		1.270	
Step 11	14,794	\$13.11	15,237	\$13.51
	1.297		1.297	
Step 12	15,102	\$13.39	15,554	\$13.79
	1.324		1.324	
Step 13	15,410	\$13.66	15,872	\$14.07
	1.351		1.351	
Step 14	15,717	\$13.93	16,189	\$14.35
	1.378		1.378	
Step 15	16,025	\$14.21	16,506	\$14.63
	1.405		1.405	
Step 18	16,333	\$14.48	16,823	\$14.91
	1.432		1.432	
Step 20	16,641	\$14.75	17,140	\$15.20
	1.459		1.459	
Step 23	16,949	\$15.03	17,458	\$15.48
	1.486		1.486	
Step 25	17,257	\$15.30	17,775	\$15.76
	1.513		1.513	

HESSA CUSTODIAN SALARY SCHEDULE				
260 Days @ 8 Hrs. - 2080 Hrs.				
YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$28,677	\$13.79	\$29,537	\$14.20
	1.000		1.000	
Step 1	29,451	\$14.16	30,334	\$14.58
	1.027		1.027	
Step 2	30,226	\$14.53	31,132	\$14.97
	1.054		1.054	
Step 3	31,000	\$14.90	31,929	\$15.35
	1.081		1.081	
Step 4	31,774	\$15.28	32,727	\$15.73
	1.108		1.108	
Step 5	32,548	\$15.65	33,524	\$16.12
	1.135		1.135	
Step 6	33,323	\$16.02	34,322	\$16.50
	1.162		1.162	
Step 7	34,097	\$16.39	35,119	\$16.88
	1.189		1.189	
Step 8	34,871	\$16.77	35,917	\$17.27
	1.216		1.216	
Step 9	35,646	\$17.14	36,714	\$17.65
	1.243		1.243	
Step 10	36,420	\$17.51	37,512	\$18.03
	1.270		1.270	
Step 11	37,194	\$17.88	38,309	\$18.42
	1.297		1.297	
Step 12	37,968	\$18.25	39,107	\$18.80
	1.324		1.324	
Step 13	38,743	\$18.63	39,904	\$19.18
	1.351		1.351	
Step 14	39,517	\$19.00	40,702	\$19.57
	1.378		1.378	
Step 15	40,291	\$19.37	41,499	\$19.95
	1.405		1.405	
Step 18	41,065	\$19.74	42,297	\$20.34
	1.432		1.432	
Step 20	41,840	\$20.12	43,094	\$20.72
	1.459		1.459	
Step 23	42,614	\$20.49	43,892	\$21.10
	1.486		1.486	
Step 25	43,388	\$20.86	44,689	\$21.49
	1.513		1.513	

HESSA HEAD CUSTODIAN SALARY SCHEDULE

260 Days @ 8 Hrs. - 2080 Hrs.

YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$30,231	\$14.53	\$31,138	\$14.97
	1.000		1.000	
Step 1	31,047	\$14.93	31,979	\$15.37
	1.027		1.027	
Step 2	31,863	\$15.32	32,819	\$15.78
	1.054		1.054	
Step 3	32,680	\$15.71	33,660	\$16.18
	1.081		1.081	
Step 4	33,496	\$16.10	34,501	\$16.59
	1.108		1.108	
Step 5	34,312	\$16.50	35,342	\$16.99
	1.135		1.135	
Step 6	35,128	\$16.89	36,182	\$17.40
	1.162		1.162	
Step 7	35,945	\$17.28	37,023	\$17.80
	1.189		1.189	
Step 8	36,761	\$17.67	37,864	\$18.20
	1.216		1.216	
Step 9	37,577	\$18.07	38,705	\$18.61
	1.243		1.243	
Step 10	38,393	\$18.46	39,545	\$19.01
	1.270		1.270	
Step 11	39,210	\$18.85	40,386	\$19.42
	1.297		1.297	
Step 12	40,026	\$19.24	41,227	\$19.82
	1.324		1.324	
Step 13	40,842	\$19.64	42,067	\$20.22
	1.351		1.351	
Step 14	41,658	\$20.03	42,908	\$20.63
	1.378		1.378	
Step 15	42,475	\$20.42	43,749	\$21.03
	1.405		1.405	
Step 18	43,291	\$20.81	44,590	\$21.44
	1.432		1.432	
Step 20	44,107	\$21.21	45,430	\$21.84
	1.459		1.459	
Step 23	44,923	\$21.60	46,271	\$22.25
	1.486		1.486	
Step 25	45,740	\$21.99	47,112	\$22.65
	1.513		1.513	

HESSA BUS DRIVER SALARY SCHEDULE

187 Days @ 4.5 Hrs. - 841.5 Hrs.

YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$10,854	\$12.90	\$11,180	\$13.29
	1.000		1.000	
Step 1	11,147	\$13.25	11,482	\$13.64
	1.027		1.027	
Step 2	11,440	\$13.59	11,784	\$14.00
	1.054		1.054	
Step 3	11,733	\$13.94	12,086	\$14.36
	1.081		1.081	
Step 4	12,026	\$14.29	12,387	\$14.72
	1.108		1.108	
Step 5	12,319	\$14.64	12,689	\$15.08
	1.135		1.135	
Step 6	12,612	\$14.99	12,991	\$15.44
	1.162		1.162	
Step 7	12,905	\$15.34	13,293	\$15.80
	1.189		1.189	
Step 8	13,198	\$15.68	13,595	\$16.16
	1.216		1.216	
Step 9	13,492	\$16.03	13,897	\$16.51
	1.243		1.243	
Step 10	13,785	\$16.38	14,199	\$16.87
	1.270		1.270	
Step 11	14,078	\$16.73	14,500	\$17.23
	1.297		1.297	
Step 12	14,371	\$17.08	14,802	\$17.59
	1.324		1.324	
Step 13	14,664	\$17.43	15,104	\$17.95
	1.351		1.351	
Step 14	14,957	\$17.77	15,406	\$18.31
	1.378		1.378	
Step 15	15,250	\$18.12	15,708	\$18.67
	1.405		1.405	
Step 18	15,543	\$18.47	16,010	\$19.03
	1.432		1.432	
Step 20	15,836	\$18.82	16,312	\$19.38
	1.459		1.459	
Step 23	16,129	\$19.17	16,613	\$19.74
	1.486		1.486	
Step 25	16,422	\$19.52	16,915	\$20.10
	1.513		1.513	

**HESSA H.S. ASSISTANT H.S. GUIDANCE
SECRETARY / A.D. SECRETARY**

210 Days @ 7.25 Hrs. - 20 Days @ 5 Hrs. - 1622.50 Hrs.

YEARS	14-15	HOURLY	15-16	HOURLY
	3.00%		3.00%	
Step 0	\$22,016	\$13.57	\$22,676	\$13.98
	1.000		1.000	
Step 1	22,610	13.94	23,288	14.35
	1.027		1.027	
Step 2	23,205	14.30	23,901	14.73
	1.054		1.054	
Step 3	23,799	14.67	24,513	15.11
	1.081		1.081	
Step 4	24,394	15.03	25,125	15.49
	1.108		1.108	
Step 5	24,988	15.40	25,737	15.86
	1.135		1.135	
Step 6	25,583	15.77	26,350	16.24
	1.162		1.162	
Step 7	26,177	16.13	26,962	16.62
	1.189		1.189	
Step 8	26,771	16.50	27,574	16.99
	1.216		1.216	
Step 9	27,366	16.87	28,186	17.37
	1.243		1.243	
Step 10	27,960	17.23	28,799	17.75
	1.270		1.270	
Step 11	28,555	17.60	29,411	18.13
	1.297		1.297	
Step 12	29,149	17.97	30,023	18.50
	1.324		1.324	
Step 13	29,744	18.33	30,635	18.88
	1.351		1.351	
Step 14	30,338	18.70	31,248	19.26
	1.378		1.378	
Step 15	30,932	19.06	31,860	19.64
	1.405		1.405	
Step 18	31,527	19.43	32,472	20.01
	1.432		1.432	
Step 20	32,121	19.80	33,084	20.39
	1.459		1.459	
Step 23	32,716	20.16	33,697	20.77
	1.486		1.486	
Step 25	33,310	20.53	34,309	21.15
	1.513		1.513	

HESSA Crossing Guard

Daily Rate

3.33% increase

<u>Effective</u>	7/1/08 - 7/1/09	<u>\$27.32</u>	/ Daily Rate
<u>Effective</u>	7/1/09 - 7/1/10	<u>\$28.23</u>	/ Daily Rate

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEATH CITY BOARD OF EDUCATION AND THE HEATH EDUCATIONAL SUPPORT STAFF ASSOCIATION

With respect to Article 28, E., concerning clinic coverage, the parties agree prior to October 1, 2004, they will monitor for efficient use of personnel, the clinic staffing levels for the 2004-2005 school year considering the additional ten (10) hours of coverage added at the Heath High School/Middle School.

Additionally, the Superintendent will work to maximize efficiency of any nurse coverage in all buildings.

After October 1, 2004, the parties will meet to review clinic coverage for further adjustments in who receives the stipend amount, clinic coverage and/or equalization of coverage.

Effective October 1, 2004, any clinic designee providing coverage in a building in which a nurse or one or more clinic assistants in combination do not provide at least eighteen (18) hours of coverage per week will receive in addition to the stipend of \$300.00 set forth in Article 28, E., a further stipend of \$150.00.

