



**MASTER NEGOTIATIONS AGREEMENT**

10/19/15  
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K32551

**Between**

**HARDIN-HOUSTON BOARD OF EDUCATION**

**And**

**THE HARDIN-HOUSTON EDUCATION ASSOCIATION**



**Beginning July 1, 2015 and Ending June 30, 2017**

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## **ARTICLE I - RECOGNITION**

### **Section 1.01 - Agreement**

THIS MASTER NEGOTIATIONS AGREEMENT made and entered into in Houston, Ohio by and between the Hardin-Houston Board of Education (hereinafter referred to as the "Board"), and the Hardin-Houston Education Association (hereinafter referred to as the "Association") for and on behalf of the members in the bargaining unit set forth in this agreement.

### **Section 1.02 - Intent and Purpose**

The Board and the Association each concur that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, and for the purpose of providing high quality education for the students in the Hardin-Houston System.

### **Section 1.03 - Bargaining Unit**

The Board recognizes the Hardin-Houston Education Association, an affiliate of the Ohio Education Association (OEA), National Education Association (NEA), as the sole and exclusive representatives of the Association. For the purpose of this Agreement, the term "bargaining unit member," will include all regular full-time certificated /licensed employees and all part-time certificated/licensed employees (non full-time) who teach at least fifty percent (50%) of a school day excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and other administrative or supervisory personnel.

For the purpose of this Agreement, the term "other administrative or supervisory personnel," will include any certificated/licensed employee having the responsibility to direct the activities of other certificated/licensed employees and the authority to hire, transfer, assign, promote, discharge or discipline other certificated/licensed employees or to responsibly recommend such action.

### **Section 1.04 - Other Agreement**

The Board agrees not to enter into any agreements or contract with its employees, individually or collectively which in any way conflicts with the terms and provisions of this Agreement. The Board also agrees not to negotiate with or recognize any employee organization other than the Association as representative of bargaining unit members in the bargaining unit.

### **Section 1.05- Severability**

In the event that any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of SERB or the Supreme Court now existing or hereafter enacted, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other provisions hereof. The Agreement will remain in full force and effect for its duration; however, the parties will meet within twenty (20) days for the purpose of renegotiating only the provision(s) found to be contrary to law according the negotiation procedure in this agreement.

### **Section 1.06 – Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject or

matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement. Therefore, both the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

### **Section 2.01 - Scope of Negotiations**

A representative from the Board and the Association will meet no later than March 1 to establish the method to be utilized for negotiations (i.e. traditional, interest based, compressed, etc.). Negotiations shall be conducted as to salaries, fringe benefits, grievance procedures, negotiations procedures, working conditions and such other matters as mutually agreed upon as a proper subject for negotiations.

### **Section 2.02 - Initiation of Negotiations**

Either the Association or the Board shall submit a written request to open negotiations by February 1 of the year in which the contract expires.

The Association designee may contact the Superintendent to determine the name of the chief negotiator of the Board and vice versa. The chief negotiator of the Board and the Association shall arrange the commencement of negotiations to begin no later than the first working day in the month of March unless otherwise mutually agreed.

### **Section 2.03 - Negotiation Teams**

The Board or designated representatives of the Board shall meet with representatives designated by the Association for the purpose of reaching a mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. Each negotiating team will consist of no more than eight (8) persons. One (1) person from each team will be designated as a spokesperson.

### **Section 2.04 - Bargaining Procedure**

The first item of business shall be to establish an agenda, meaning: arranging the order of issues to be discussed during the bargaining period. After the agenda is established, no items shall be added to the agenda unless mutually agreed to by both teams. The date, time and duration of the initial and subsequent session shall be determined by mutual agreement of the negotiating teams.

### **Section 2.05 - General Provisions**

- A. Caucus - Either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period not to exceed thirty (30) minutes unless otherwise mutually agreed to.

- B. Recess - A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than seven (7) calendar days from the present session unless mutually agreed upon by both parties.
- C. Ad Hoc Committees - Ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams. These committee presentations are to be mutually agreed upon by both parties.
- D. Exchange of Information - The Board and Association agree to provide, upon request, the pertinent information to areas that may be discussed during the bargaining period.
- E. Progress Reports - Each bargaining team shall be responsible to make a periodic progress report to the respective party they represent during the bargaining period. No items are to be released by either party to the media until final agreement has been reached or unless mutually agreed upon.
- F. "Good Faith" Bargaining - All bargaining shall be in good faith, meaning: both parties pledge that they shall treat all issues submitted to the bargaining procedure with intent to reach agreement.
- G. Bargaining in Executive Session - All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultant or observer as provided for in this procedure shall be in the room in which the bargaining session is being held.
- H. Length of the Bargaining Period - The bargaining period shall be forty-five (45) calendar days from the first bargaining session. The length of the bargaining period may be extended by mutual agreement.
- I. Tentative Agreement - Negotiations items shall be reduced to writing and initialed by representatives of each party, but such initialing shall not be construed as final agreement and either party may revise an initialed agreement until all items have been agreed to by the respective negotiating teams.

### **Section 2.06 - Agreement**

Preparing issues for presentation to the Association and Board for approval - When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing, be signed by members of the bargaining teams and presented to the Association within five (5) calendar days of the final bargaining session for its approval.

Each issue shall include the following provisions in writing:

- a. Provisions of the agreement.
- b. Date that said provisions are to be implemented.

Once the Association has approved the issues they shall be submitted to the Board for approval at its next regular or special Board meeting, but no later than ten (10) days after Association action.

When approved by both parties, the items shall be signed by representatives of the Association and the Board and entered into the official minutes of the Board. Thereupon, the items agreed

to shall be placed into the current negotiated agreement. All negotiated agreements shall be reflected in Board policy where applicable.

When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

### **Section 2.07 - Impasse**

Responsibility of the Bargaining Teams - The purpose of the bargaining procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be obtained on all issues submitted to the bargaining process, either bargaining team may declare impasse on issues not yet resolved and request that said issues be presented to the impasse provisions of this article.

In the event agreement is not reached forty-five (45) days prior to the expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days then the Association and the Board shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) unless the parties agree to an alternative mediation service.

The mediator shall meet with the parties or their representatives either jointly or separately no more than three (3) times, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

If the mediation fails to bring agreement, bargaining will cease unless continued by mutual agreement. Pursuant to Section 4117.14 (C)(1) and 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as a waiver of the Association's rights provided in 4117.14 (D) (2) of the Ohio Revised Code.

### **Section 2.08 - Printing of Contract**

The Board will provide each bargaining unit member with an electronic copy of the current negotiated agreement.

## **ARTICLE III - BOARD-ASSOCIATION RESPONSIBILITIES**

### **Section 3.01 - Board Rights**

The laws of the State of Ohio invest the Board with the management and control of all public schools in the Hardin-Houston School District. The authority of the Board includes, but is not limited to, the right to hire, discharge or discipline employees; the determination of class schedules, hours of instruction, the duties, responsibilities, and assignments of bargaining unit members, the terms and conditions of employment as necessary for the government of the public schools, the employees of the Board, and the pupils of the schools. Except as provided in this Agreement, nothing herein shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of Ohio.

### **Section 3.02 - Strikes and Lock-outs**

During the life of this Agreement, there shall be no work stoppage, strike, slowdown, picketing, suspension of work, or lockout for any reason or cause whatsoever.

The Association agrees that as part of the consideration of this Agreement, it will, within twenty-four (24) hours, take all necessary steps to end any alleged work stoppage, strike, slowdown, suspension of work or picketing which is not authorized by the Association, and shall notify its members to return to work immediately.

In the event the employees of the Board in any employee unit represented by the Association engage in any alleged picketing, strike, work stoppage, or other suspension of work, it is expressly understood that the employees covered hereunder shall continue to work during such activities as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

Any strike, stoppage, slowdown, refusal to work in violation of Paragraph 3, or other suspension of work during the life of this Agreement, shall constitute cause for discharge or other disciplinary measures of the bargaining unit member(s) who participate therein.

### **Section 3.03 – Association Representative**

The Association may designate representative(s) and alternate(s) for each school in the Hardin-Houston School District; the name(s) of such designated representative(s) shall be given to the Superintendent within one (1) week after such designation, if requested. If requested by the bargaining unit member, a designated representative may participate in grievance meetings, evaluation, conference, or meeting or any disciplinary hearings.

### **Section 3.04 - Association Activity**

The Association may schedule the use of school buildings for professional meetings subject to the same rules and regulations governing the use of the building by other organizations, except that the usual rental fee will be waived. The use of a building for profit by the Association will cause the rental fee to be invoked.

The Association may use mailboxes, email and those bulletin boards designated for the Association. The Association may use courier service as long as school business has priority. Duplication equipment may be used. The Board may assess a fee after consultation with the President of the Association. School business will have a priority.

The Association shall be granted three (3) days of Association leave per school year. The three (3) days are in addition to any release time granted to the bargaining team for negotiations. The Board will pay the cost of substitutes. The procedural requirements for the use of this leave will be the same as personal leave.

### **Section 3.05 - Payroll Deduction of Association Dues**

- A. The Board will check-off uniform membership dues during the school year on the basis of individually signed voluntary check-off authorization forms. All such authorization forms shall be voluntarily signed by employees. No such authorization will be recognized if it is in violation of applicable state or federal law. It is understood that such

authorization may be revoked by said employee upon the giving of written notice to the Board and Association.

- B. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in reliance upon signed payroll dues deduction cards, or written revocation of same; provided, that nothing herein shall be interpreted or construed to obligate the Association to indemnify or save the Board harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the Board, its officers, agents, or employees in receiving, processing, and acting upon the authorization or revocation of authorization of the dues deduction.

### **Section 3.06 - Pledge of Non-Discrimination**

There will be no discrimination, restraint, or coercion by either the Board or the Association, or by an agent or representative of either party, against any employee because of his membership or non-membership in the Association, or because of his race, color, religion, handicap, sex, or national origin.

### **Section 3.07 - Board and Building Policy Books**

The Board has up-to-date NEOLA policy information and has made it available to all staff via the website.

### **Section 3.08 - Fair Share**

The Board shall deduct from the pay of eligible members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such non-members during the term of this contract.

Notice of the amount of the annual agency fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.

Payroll deduction of such annual fair share fees shall commence on the first pay date that occurs on or after January 15 annually. In the case of a unit employee hired January 15 of the school year, the payroll deduction shall commence on the first pay date after employment. Fee payers may pay their fee by check in one lump sum or by payroll deduction in a lump sum, three (3) pay deductions, five (5) pay deductions, or ten (10) pay deductions.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee amount with respect to the former member. The deduction of said amount shall commence on the first pay date occurring after termination of membership but no earlier than January 15.

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

Non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

The Board shall be held harmless in the event of any and all legal challenges to this Section and shall be indemnified by the Association.

Eligible members of the bargaining unit who choose not to pay Agency Fee may not be discharged for non-payment, but may be sued by the Association.

Employment status, contract term, and renewals will not be related in any to the details of this Section.

### **Section 3.09 – Labor Management Committee (LMC)**

The Association President and Superintendent or his/her designee may conference at any time both parties mutually agree as acceptable within the time frame of their individual calendars. This will in no way infringe on the Master agreement and no rights are waived by either party, but will abide by O.R.C. 4117.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 4.01 - Definitions**

- A. A grievance is a claim by a bargaining unit member, group of members, or the Association that there has been a violation, misinterpretation, or misapplication of negotiated policies.
- B. An "aggrieved person" is the person, persons, or Association making the claim.
- C. A "party in interest" is the person, persons, or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### **Section 4.02 - Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

### **Section 4.03 - General Procedure**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
- B. In the event a grievance is filed on or after May 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- C. If, in the judgment of the Association, a grievance affects a group of bargaining unit members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the procedure even though the aggrieved person does not wish to do so.
- D. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- E. Forms for processing grievances will be given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- F. The sole remedy available to any bargaining unit member for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any bargaining unit member of any legal right which he presently has, provided that if a bargaining unit member elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- G. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- H. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

### **Section 4.04 - Initiation and Processing**

#### **A. Informal Step**

If a grievant believes there is basis for a grievance, the grievant shall discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

#### **B. Step I**

If the grievance is not resolved within five (5) calendar days of such informal meeting, the aggrieved may present a formal claim to their immediate supervisor by submitting a completed Grievance Report form. If such grievance is not filed within thirty (30) calendar days following the act or conditions upon which said grievance is based or becomes known, or should have become known, the grievance should no longer exist. Within five (5) calendar days of receipt of the grievance, the immediate supervisor and

the immediate supervisor's representative, if elected by the immediate supervisor, shall meet with the aggrieved and aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate, in writing, his/her disposition of the grievance within five (5) calendar days after such meeting by completing the report form setting forth the decision and the reasons therefore and returning it to all parties of interest and to the Association President. If such disposition is not timely filed, the grievance shall be sustained.

C. Step II

If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or bargaining agent shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) calendar days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his representative to resolve the matter. Within three (3) calendar days of this meeting, the Superintendent shall indicate in writing setting forth the decision his disposition of the grievance and the reasons therefore by completing his portion of Step II and forwarding it to all parties of interest and to the Association President. If such disposition is not timely filed, the grievance shall be sustained.

D. Step III

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step II, it may within ten (10) calendar days submit the grievance to arbitration. The Board and the grievant will attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator within ten (10) calendar days, a request for a list of arbitrators will be made to the American Arbitration Association, whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of Board policy or the negotiated items. The arbitrator will confer with representatives of the Board and the grievant and hold hearings promptly and will issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issue submitted to the Board and to the Association, and, subject to law, shall be final and binding. The cost for the services of the arbitrator will be born equally by the Board and the Association.

**Section 4.05 - Rights to Representation**

- A. No reprisals of any kind will be taken by either party or by any administrative personnel against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at all stages of the grievance procedure by an Association representative. When a bargaining unit member is not represented by the Association, the Association will have the right to be present and to state its views of all stages of the grievance procedure.

## **ARTICLE V - WORKING CONDITIONS**

### **Section 5.01 - Contract Year**

The annual salary is based upon one hundred eighty-three (183) contract days. Should the school be closed for emergency, additional days may be scheduled to meet the one hundred seventy-five (175) student day minimum, pursuant to O.R.C. 3313.18 with no additional compensation to bargaining unit members.

### **Section 5.02 – Professional Development Day**

Teachers will be required to attend one full day professional development provided by the district. This day will be built into the school calendar and will replace the traditional release day on WOE Day.

### **Section 5.03 - Protection of Bargaining Unit Members**

1. The Board and the administration recognize their responsibilities to support bargaining unit members in the performance of their duties and shall fully support and assist said bargaining unit members in the maintenance and control of discipline in the schools.
2. All cases of physical threat or violence to bargaining unit members shall be reported to the Principal immediately after occurrence. The Board and the administration shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.

### **Section 5.04 - Personnel Files**

A personnel file for each bargaining unit member shall be maintained in the Superintendent's office. Such file shall be confidential in accordance with ORC and federal open records laws, except that the individual bargaining unit member shall have access to his/her file upon request, as long as a Board designee is present for said inspection, as well as the Superintendent, appropriate building principal, and treasurer. Requests for such access shall be made to the Superintendent and the district shall have twenty-four (24) hours to process the request. .

Such file will contain appropriate certification/licensure data for each bargaining unit member. This data will include teaching certificate/license, application, college transcripts, C.E.U. information, athletic training certification, and notice of any special awards.

When a principal or other administrator finds it necessary to make a notation in the bargaining unit member's file which reflects adversely upon their conduct, service, character, or personality, the bargaining unit member shall be afforded an opportunity to read such notation. The bargaining unit member shall acknowledge that he has read such notation by affixing his signature and the date on the filed document. The bargaining unit member also shall have the right to answer such notation and his/her answer shall be attached to the file copy.

Contract recommendations and evaluation data shall also be contained in the file.

Evaluation instruments, upon completion of evaluations each year, shall be forwarded to the Superintendent, and a copy placed in the personnel file.

Parental complaints and anonymous letters or materials shall not be placed in a bargaining unit member's file nor shall be made a matter of record.

No records indicating students' performance on standardized test(s), including but not limited to scores on the test(s) required by the Elementary and Secondary Education Act (ESEA) and/or the Ohio Department of Education, will be placed and/or maintained in the personnel file.

A bargaining unit member will be entitled to a copy of any material in the files upon request. A bargaining unit member may submit materials of merit which shall be placed in the personnel file.

Any materials entered into a bargaining unit member's file can be grieved as to the accuracy, relevance, timeliness, or completeness of material.

The rights listed above and elsewhere in this Agreement apply to a file maintained by any administrator including anecdotal records.

#### **Section 5.05 - Planning Time**

The schedule for each full-time equivalent elementary classroom bargaining unit member shall include at least two hundred (200) minutes per week for instructional planning and evaluation conferences. Such planning time will be within the confines of the scheduled student school day.

Secondary bargaining unit members shall have a minimum of one (1) full period or its equivalent per day for preparation, conferences and planning, except when there is an administratively adjusted or shortened schedule during the school day.

Bargaining Unit members retain their regularly established planning time on days with an assembly and will not be required to supervise students during that time.

#### **Section 5.06 - Duty-Free Lunch Period**

A bargaining unit member will be granted at least thirty (30) minutes consecutive (uninterrupted) lunch each school day. No school activity shall be required during this period; however, on a voluntary basis, bargaining unit members may accept responsibilities.

#### **Section 5.07 - Aides**

The Board will make every reasonable attempt to employ sufficient educational aides to supervise study halls, bus duty, schoolyards, lunchrooms, school halls, school libraries, computer labs and in-school suspension.

Aides may be used to cover individual classrooms on an emergency basis but may not be used in place of half-day or full-day bargaining unit members.

#### **Section 5.08 - Length of Staff School Day**

The length of the Staff School Day shall not exceed seven (7) hours and five (5) minutes (Exclusive of staff meeting called as needed by building Administrators.)

### **Section 5.09 - Calamity Days (Snow/Calamity/Energy)**

Any day schools are closed by the administration due to snow or other inclement weather, calamity or energy reasons, bargaining unit members shall not be required to report to their buildings.

Make-up days, as required by law, will be designated on the school calendar as determined by the Board and the Association. Once adopted by the Board, no changes on the school calendar for make-up days will be made. Any calamity days beyond the five (5) specified on the school calendar will be made up at the end of the school year.

When the administration determines that a delay in the starting time is necessary, bargaining unit members shall report no later than fifteen (15) minutes prior to the scheduled commencement of classes.

When the administration determines that an early dismissal is warranted, bargaining unit members shall be required to remain to the end of the teaching day, unless there are weather related safety concerns as determined by the Superintendent.

The Association shall assume responsibility for surveying members of the bargaining unit regarding the school calendar.

### **Section 5.10 - Staff Meetings**

Building principals shall make an effort to limit general staff meetings held after school hours to one (1) each month, unless deemed necessary. Every attempt will be made to keep such meetings to under one (1) hour in length.

### **Section 5.11 - Individual Parent Conferences and Visitations**

Although cooperation and communication between parents and bargaining unit members is an important facet of education and shall be encouraged at all levels, the normal discharge of a bargaining unit member's daily responsibilities must be given first consideration. Therefore, bargaining unit members shall have the right to choose a time and place for individual parent conferences. All visitations will be scheduled in advance. Parents may attend but should they negatively impact instruction or operation of the classroom the visit will immediately conclude. The administration will assist the bargaining unit member in the enforcement of the above guidelines.

### **Section 5.12 - Chemical Dependency Policy**

The Board and Association recognize chemical dependency as a disease which is treatable and that is not isolated to any given segment of society or age group. The Board and Association also recognize a concern regarding chemical dependency as being progressive and potentially destructive both to the individual's life (family, friends, school, co-workers, and community). In accordance with this concern for the employee as a person, as well as a worker, the Board and Association affirm the following:

- A. The Board and the Association believe that chemical dependency is a treatable disease that can be arrested and the individual can be returned to a healthy, stable and productive life. The Board and Association believe that identification and treatment of chemical dependency in its early stages will benefit the employees, their families, and

the school community. Any bargaining unit member medically diagnosed to be chemical dependent shall receive the same consideration and opportunity for treatment that is extended to bargaining unit members with any other type of illness.

- B. Any bargaining unit member who may not necessarily be diagnosed as chemically dependent, but who is convicted of possession, use, transmittal, selling, or concealing any illegal chemicals on Board property, on any school grounds, or at any school authorized activity may be suspended from or terminated from employment.

### **Section 5.13 - Drug-Free Workplace**

All bargaining unit members shall receive a copy of the Board adopted resolution regarding a drug-free workplace.

All bargaining unit members shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace.

For the purposes of this provision, the following definitions shall apply:

- a. "Drug abuse offenses" shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
- b. "Workplace" is defined as any area under the control of the school district or at any school-sponsored activity regardless of location.

A bargaining unit member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.

For bargaining unit members who are determined to be first time offenders in the workplace, the corrective action shall be a requirement for the employee to complete an appropriate rehabilitation program provided by the Board.

Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of this contract.

Any bargaining unit member convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

The Board shall provide a drug-free awareness and education program for all employees.

### **Section 5.14 – Job Descriptions**

Prior to any additions, deletions or modifications to HHEA bargaining unit job descriptions, the additions, deletions or modifications shall be reviewed by the Association.

### **Section 5.15 - Contract Sequence**

The contractual procedures for the employment and re-employment of non-tenured certified/licensed bargaining unit members shall be as follows:

1. Each eligible bargaining unit member new to the Hardin Houston Local School District shall be granted a one-year (1) limited contract or a contract for the remainder of the school year.
2. Each bargaining unit member who has successfully completed two (2) one-year limited teaching contracts in the District and who has been recommended by the Superintendent will be granted a three (3) year limited contract.
3. Each bargaining unit member who has successfully completed one (1) three-year limited contracts and who has been recommended by the Superintendent will be granted a five (5) year limited contract.
4. The contract sequence contained herein is contingent upon the successful evaluation of a limited contract bargaining unit member and is not solely contingent upon the success and/or proficiency of students on the test(s) required by the ESEA and/or the Ohio Department of Education.
5. Continuing contracts will be issued in accordance with ORC 3319.11. The BOE and the Association acknowledge that continuing contract eligibility will also be determined by the O.R.C. Those certified staff who will be eligible for consideration of a continuous contract shall submit a request by September 1<sup>st</sup> of the final year of their current limited contract.

#### **Section 5.16 - Services to Students under IDEA**

There shall not be a backlog of students to be tested into special education.

All federal and state guidelines will be followed for the implementation of requirements as provided for in the Individuals with Disabilities Education Act (IDEA).

The terms "mainstreamed" and "included" apply to any special education student who receives all of part of the services as provided for on the Individual Education Plan (IEP) or 504 Plan in a regular classroom with or without the direct instruction of a special education teacher

Any Bargaining unit member(s) who will be required to provide services are to be invited to any diagnostic meetings and in the IEP/504 Plan conference for special education students included or mainstreamed in their classrooms. Every effort will be made for a bargaining unit member who has specifically expressed an interest to attend.

The IEP/504 Plan shall identify service to be provided to the special education student and identify the person responsible to deliver such service. The regular classroom teacher shall only be responsible for teaching and teaching assignments shall be appropriate to each bargaining unit member's certification/licensure.

Additional classroom support as indicated by the IEP/504 Plan will be provided when special education students are included or mainstreamed. The support may include, but will not be limited to nursing, aides, tutors, and the special education teacher in the classroom. The district shall provide appropriate in-service at an accredited institution of the educator's choice as necessary to aid in the education of mainstreamed students.

There shall not be a RIF of special education positions as a result of inclusion or mainstreaming.

If problems should arise for the regular classroom teacher as a result of the inclusion or mainstreaming of a special education student, there shall be problem-solving procedures in place for resolving such issues. The Board and the Association shall review the procedures by October 1 of each year.

#### **Section 5.17 – Access to Building**

Salespersons will not be allowed to make presentations or to otherwise solicit on school property during the teacher day unless at the specific request of the individual member in direct relation to the assigned job duties. (i.e. the band director, athletic director) The administration will enforce this by not permitting salespersons access to the bargaining unit member(s) or to their work areas during the school day as established in Article 5.08 of this contract.

#### **Section 5.18 – Class Size**

All efforts will be made to keep class sizes at the following levels:

- K-4 – no more than 20 students per class
- 5-12 – no more than 25 students per class

If class sizes become greater than the limits established in this article, the Board shall apply for all available funds under the ESEA of 2001 (20 USC 6401 et seq.) for reducing class size. The Board will use any funds obtained from this application exclusively to lower class sizes to, or below, the maximums permitted under this Agreement.

Students will be assigned to individual grade level classrooms at the elementary level in an equitable and fair manner. A redistribution, if needed to balance class size within a grade level, will occur no later than October 1 of each year.

#### **Section 5.19 – Open House**

Open House will occur inside the contract year.

Bargaining unit members will be compensated for time spent at Open House with compensation time in the first or last work day for bargaining unit members.

#### **Section 5.20 – Scheduling at the Elementary Level**

A committee will be formed no later than April 1 of each year to prepare the schedule for the students' day for the following school year.

The committee will consist of the following bargaining unit members: one (1) from each grade level, one (1) representing the non-core subject areas (i.e. music, art, physical education), one (1) special education, and the principal.

The committee's recommended schedule will be complete no later than May of each year, unless the timeline is extended by mutual agreement of the Association and the Board, and will be implemented for the following school year.

The committee will reconvene to make adjustments if any significant unforeseen circumstances occur which may impact the established schedule.

Final determination of the schedule will be made by the principal and/or superintendent.

## **Section 5.21 – Hiring of Retired Teachers**

A teacher retired under STRS (re-employed teacher) may be employed/re-employed under the following conditions:

- A. The Board is under no obligation to employ any retired bargaining unit member and there is no expectation of re-employment when a bargaining unit member retires from the Hardin-Houston Local School District. Re-employed bargaining unit member who previously worked in the district do not need to be interviewed by the Board for any vacant positions for which they apply. Re-employed bargaining unit members who previously worked in the district are not guaranteed a particular assignment upon re-employment. Re-employed bargaining unit members will be assigned to positions that are within their certification/licensure areas and are eligible for transfers pursuant to the negotiated agreement.
- B. Re-employed bargaining unit members will be placed at step 0 on the salary schedule upon re-employment and given full credit for their educational level. They shall always stay at a step 0 for the duration of their employment.
- C. Re-employed bargaining unit members are not eligible for the Hardin-Houston local schools insurance program unless they provide adequate proof that he/she is not eligible for STRS benefits or benefits from his/her spouse's employer in which case they would be eligible to pay the full cost of participation in the Hardin-Houston Local Schools insurance program. In no case will the Board be held responsible for assuming any cost for insurance of said bargaining unit member.
- D. Re-employed bargaining unit members are not eligible for continuing contracts; rather, they will be rewarded one-year contracts that will automatically expire at the end of each school year without a notice of non-renewal and without compliance with ORC Sections 3319.11 and 3319.111. For purposes of re-employed bargaining unit members, the parties expressly agree that this provision supersedes and replaces ORC Section 3319.11 and 3319.111 and differs from the rights of other bargaining unit members contained in the negotiated agreement. Performance evaluations of re-employed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the building principal.
- E. Re-employed bargaining unit members may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed bargaining unit member shall make contributions to STRS that will fund a single life annuity with a reserve based on the re-employed bargaining unit member's accumulated contributions during his/her period of service following re-employment. For additional information concerning the annuity, see ORC Section 3307.35.
- F. Seniority for re-employed bargaining unit members returning to service with the Board after retirement will return to zero (0) years for the re-employed bargaining unit member's entire "post-retirement" tenure. In the event of a reduction in force, the re-employed bargaining unit member will not have any of the "bumping" rights set forth in the negotiated agreement.
- G. Re-employed bargaining unit members are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

- H. Re-employed bargaining unit members will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for re-employed teachers. If necessary, the Board shall advance up to five (5) sick days each year to a re-employed bargaining unit member. Such advance will be deducted from the 1.25 days of sick leave earned each month after the advancement until the sick leave has been repaid.

## **ARTICLE VI – ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)**

### **Section 6.01 – ESEA Requirements**

Before identifying any school in the district for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Board shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Board, which shall consider that evidence before making a final determination.

### **Section 6.02 – School Improvement Plans (SIP)**

1. No SIP provision shall alter, modify, violate, or supersede, except as mutually agreed in writing by the Board and the Association, this Agreement or any other formal or informal understanding, condition, or practice established between the parties.
2. No SIP Committee or SIP shall have the authority to address the issues of wages, hours, terms and other conditions of employment or matters established by Ohio Revised Chapters 3319 and 4117.
3. Any participation in a SIP Committee shall be voluntary. The participation or lack of participation of an individual bargaining unit member or grouped of bargaining unit members in a SIP Committee shall not be noted or considered in the Board's employment decisions including but not limited to evaluation, assignment, extra duty assignment, conference attendance, discipline or discharge of any bargaining unit member.
4. After implementation of a SIP Committee, the Board and the Association will periodically evaluate the work and operation of the Committee.
5. SIP Committees

SIP Committees shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq. The composition of the District's SIP Committee and any building's SIP Committee shall be subject to the following provisions:

- a. For building level SIP Committee, the Association may choose one (1) contract specialist as one of the representatives of the bargaining unit. The specialist may or may not be a member of the building staff.
- b. The administrator members and the bargaining unit members of the SIP Committee will meet to discuss the selection of other individuals to be members of the Committee (i.e. parents, students, and other community members).

## 6. Compensation

Bargaining unit members participating in SIP Committee activities, including training and scheduled Committee meetings, will be compensated on a per diem basis for all time involved. If SIP Committee meetings or activities are scheduled during the regular work day, the employee shall be released from duties without loss of time or pay.

## 7. Bargaining

Every SIP recommended by the SIP Committee shall be immediately submitted to the President of the Association and to the assigned Labor Relations Consultant from the OEA.

### **Section 6.03 – Replacement**

Under no circumstances shall the SIP Committee consider replacement of bargaining unit members as an option in complying with the ESEA.

## **ARTICLE VII - VACANCY, ASSIGNMENT, TRANSFER, AND DISPLACEMENT**

### **Section 7.01 - Vacancies**

The Board has the sole right to determine whether or not to fill a vacancy. The Superintendent shall post on all faculty bulletin boards when they occur, a notation of vacancies in the Hardin-Houston Local School District. Vacancies are defined as positions open through resignation, retirement, non-renewal, including supplemental, addition, or termination. The Superintendent shall provide a copy of the vacancy list to the President of the Association.

- A. During the month of August, the Superintendent shall review the requests that are on file for any vacancy and give notice to that bargaining unit member prior to filling the position. A bargaining unit member interested in a change of assignment due to vacancy shall place this letter on file with the Superintendent prior to August 1.
- B. A notice of vacancies shall be posted for a minimum of five (5) business days (excluding weekends, summer vacations or other days school is not in session) and existing staff members will be given primary consideration as vacancies occur. During summer vacation, vacancies shall be posted on all faculty bulletin boards and staff members shall also receive notification through electronic mail.
- C. In an emergency situation, the Superintendent may fill a vacancy.
- D. The vacancy policy refers to teaching as well as supplemental positions.
- E. When filling vacancies, the Superintendent will give consideration to the bargaining unit member with the greatest seniority if all other qualifications are equal.

### **Section 7.02 - Assignment and Transfer**

- A. A transfer is a voluntary or involuntary change in
  1. A bargaining unit member's position or assignment to another position or assignment within the bargaining unit,

2. Building assignment
3. Grade level(s) included in an assignment in Pre-K – 6
4. Subject area(s) included in an assignment
5. A non-classroom assignment such as librarian or counselor, or in Special Education assignment.

**B. Involuntary Transfer**

The Superintendent shall assign bargaining unit members as deemed necessary for the welfare of the district.

Such transfers shall be made only when judged to be absolutely necessary and after consultation among Superintendent, Principal, Association representative and the individual staff member. If requested by the individual staff member, the reasons for the involuntary transfer will be reduced to writing by the superintendent and given to the staff member and the Association.

Involuntary transfers may be made as deemed necessary by the superintendent for the welfare of the district, due to declining enrollment, increased enrollment or other student population shifts.

Involuntary transfers will not be made for disciplinary reasons, or be arbitrary or capricious.

**C. Voluntary Transfer**

A bargaining unit member may request a transfer to another building, grade level, subject area, or a newly created position. Such request must be submitted in writing to the Superintendent prior to April 15 of any year, and shall state the reasons for the request. A ruling on the request will be given, in writing, to the bargaining unit member by June 1. If the request is denied, the reason or reasons for such denial will be stated in writing.

Should several applicants request the same position and they are similarly qualified, seniority in the school district shall be one of the deciding criteria.

**ARTICLE VIII- REDUCTION IN FORCE**

The Board and Association agree to follow Section 3319.17 of the O.R.C. when implementing a Reduction In Force.

**ARTICLE IX - EVALUATION**

The Board and Association agree to follow Section 3319.111 and 3319.112 of the O.R.C. when implementing the evaluation of teachers

## **ARTICLE X - LEAVE PROVISIONS**

### **Section 10.01 - Sick Leave**

- A. Any full-time certificated/licensed bargaining unit member, employed by the Board, shall be entitled to sick leave of one and one-fourth (1 1/4) days per month of service (15 days per year). Any current certificated bargaining unit member who has accumulated more than two hundred forty-seven (247) sick leave days will retain those days for the duration of this contract.

Bargaining unit members employed by the Hardin-Houston schools who have previously accumulated sick leave from other systems can transfer-in no more than the maximum days in accordance with this agreement.

- B. Deductions will be made from the bargaining unit member's salary for:
1. Days of absence due to foregoing causes in excess of the number of sick leave days accumulated by the bargaining unit member.
  2. Absence for reasons other than those stipulated in this sick leave policy. These deductions shall be calculated by dividing the bargaining unit member's gross annual salary by the number of days in the bargaining unit member's duty year, thus, arriving at a per day deduction.
- C. Sick leave may be used by the bargaining unit member for absence due to personal illness, injury, doctor's appointments, and for illness and death in their immediate family. The immediate family shall include children, step-children, biological or step-parent(s), or any person living in the bargaining unit member's household.
- D. A bargaining unit member may have up to five (5) days of absence from sick leave credit for a death in the bargaining unit member's immediate family. The immediate family shall be defined as death of father, mother, brother, sister, husband, wife, children, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, daughter-in-law, son-in-law, stepchildren, step-parents, grandchildren or any person living in the same home as the bargaining unit member. Length of appropriate absence beyond the five (5) days shall be determined by the Principal of the bargaining unit member. In the event of the death of a great-grandparent, one day of sick leave will be allowed; the superintendent may allow for additional sick leave days in extenuating circumstances. Durable power of attorney leave will be for one day per contract year for responsibilities related to deceased for whom employee is durable power of attorney.
- E. A bargaining unit member may be allowed necessary days from sick leave credit to attend the funeral of a person not included in the bargaining unit member's immediate family. Necessary time is to be determined at the discretion of the Superintendent of the bargaining unit member after consideration of the circumstances involved. If not approved as sick leave, the bargaining unit member shall be eligible to use a personal day if available.
- F. Each newly hired bargaining unit member may be allowed a minimum of five (5) days sick leave credit per year. This is included in the maximum fifteen (15) days per year, that may be accumulated. This, in effect, advances a bargaining unit member five (5) days of sick leave credit at the beginning of each school year, provided that they have less than five (5) days accumulated at that time.

- G. For bargaining unit member absences of ten (10) consecutive school days or longer, a doctor's verification certificate may be required at the request of the Superintendent.
- H. Partial day absences will be calculated as:
 

Absent up to two (2) periods	1/4 day
Absent three (3) or four (4) periods	1/2 day
Absent five (5) or six (6) periods	3/4 day
Absent seven (7) or eight (8) periods	1 day
- I. When the request to leave early (or arrive late) does not fall under school board sick leave policy (i.e. car won't start, get car at garage, etc.) it is up to the building principal's discretion to allow the bargaining unit member to be absent without sick leave being charged. Before requesting to be absent (not covered by sick leave policy) please contact the building principal to determine if your absence will result in your pay being reduced.
- J. In Case of a School Closing, any bargaining unit member on sick leave shall not be charged with use of any sick leave. If a bargaining unit member's assigned building is closed for a partial day and the day is counted as a student day, leaves will be charged as originally approved.

**Section 10.02 - Sick Leave Banks**

An employee with at least four (4) years in the Hardin-Houston District system who has exhausted their sick leave due to personal or immediate family catastrophic illness or injury, can be advanced of days contributed by other members of the bargaining unit, but not to exceed one (1) contributed day per member. This contribution of one (1) day shall be deducted from the contributor's accumulated sick leave. The Sick Leave Bank shall be capped at Ten (10) days of donated sick leave days per requesting employee for each catastrophic incident. The use of Sick Leave Bank days shall be capped at (2) catastrophic events per school year.

A list of members donating a day to the Sick Leave Bank will be prepared by the HHEA President and delivered to the Board's Treasurer. The list will name in order which member will donate first through which member will donate last. It is the HHEA's responsibility to poll its members for donors and usage. There shall be no crossing of retirement systems for donating or usage of sick days (STRS to SERS, for example).

The Superintendent shall have the sole authority on extending this provision and responsibility for the administration of the sick leave bank.

**Section 10.03 - Pregnancy Disability**

Bargaining unit members may use sick leave for absence due to disabilities caused or contributed to by pregnancy.

Bargaining unit members for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by the sick leave. Bargaining unit members not desiring to use their accumulated sick leave shall at their request receive an unpaid leave of absence. Bargaining unit members shall remain in the group policy when paying their own premium.

Application for leave of absence due to disability caused or contributed to by pregnancy, whether paid sick leave or without pay, shall be in writing, shall contain a statement of the anticipated beginning and ending dates of the period of absence. Such application shall be amended as to the anticipated beginning and ending dates of disability at any time, whether before or after the commencement of the leave based on changes in the bargaining unit member's condition by filing the amended application. Such application for leave and any amendments thereto shall be approved by the Superintendent.

Applications for use of sick leave for absence due to disability caused or contributed to by pregnancy shall be on the sick leave form prescribed by the employer. Applications for leave due to disability caused or contributed to by pregnancy shall be made at the earliest possible date or, if possible, before the beginning date of the absence due to disability.

Upon returning from approved pregnancy leave at the time set forth in the application for leave, the bargaining unit member shall be entitled to reinstatement at the same position held prior to the leave, or if the position is no longer in existence, to a substantially equivalent position for which the bargaining unit member holds valid certification/licensure.

#### **Section 10.04 – Childbirth/Adoption**

In addition, a bargaining unit member who is pregnant or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between the commencement of pregnancy, or in case of adoption the receipt of custody, and six (6) weeks after the child is adopted or born.

Application for maternity leave shall be in writing, and shall contain a statement of the date on which the leave of absence is to commence and the date the bargaining unit member anticipates return to service. Application for maternity leave shall be granted by the employer.

Application for maternity leave, prior to childbirth shall be made prior to the thirtieth (30th) day before the beginning date of the leave. Application for maternity leave for the period beginning with the expiration of a period of disability or for leave relating to adoption should be made prior to the thirtieth (30th) day before the beginning date of the leave.

Bargaining unit members while on maternity leave whether before or after the period of disability caused or contributed to by Childbirth/Adoption shall be responsible for their own hospitalization. Bargaining unit members shall remain in the group policy when paying own premiums.

If the bargaining unit member desires to return to active service prior to the stated date set forth in the application date, the bargaining unit member shall notify the Superintendent, in writing, that an earlier return to service is desired, and the date upon which the bargaining unit member will return. The bargaining unit member shall be entitled to reinstatement on the same terms and conditions as though she returned from leave at the same time set forth in the application.

A father may use sick leave for the labor, delivery and/or recovery of the mother of his child. He may use sick leave for up to seven (7) calendar days. If the birth is caesarian, an additional 3 days shall be granted. Additional days may be granted due to unusual circumstances.

### **Section 10.05 -- Family Medical Leave Act (FMLA)**

Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties to this agreement agree that all benefits guaranteed by the Act will be provided to bargaining unit members covered by this agreement. Any alleged violations of the Act may be processed as a grievance using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the Act as provided by law.

### **Section 10.06 - Personal Leave Policy**

At the beginning of each school year, every bargaining unit member shall be credited with three (3) days of unrestricted personal leave. Such leave shall be subject to the following provisions:

1. Personal leave may be used for any purpose at the discretion of the bargaining unit member.
2. A personal leave day shall be allowed one school day immediately preceding or following a vacation or holiday. It will be granted on a first come, first serve basis with a minimum of a seven (7) days notice in writing requesting leave.
3. A personal leave day shall not be approved for the first day of school, the last day of school for students, a teacher meeting day ( i.e. professional in-service day), or a Parent-Teacher conference day unless the bargaining unit member is able to return from personal leave to attend such parent-teacher conference day, with employee having to take a full day of personal leave.
4. Bargaining unit members may elect to carry over one (1) personal day per year. Bargaining unit members will only be paid for a maximum of three (3) personal days at the end of any given year. When a bargaining unit member wishes to carry over one (1) day to the following year, the member must make a request to the Treasurer by the end of the last day of school. If no request is made, the member will be paid the attendance incentive.
5. Personal leave must be requested upon the proper form provided by the Board of Education, signed by the bargaining unit member and presented to the Superintendent of Schools at least three (3) days prior to the requested leave day. Exception to this three (3) day limitation may be made at the discretion of the Superintendent of Schools.
6. No more than two (2) bargaining unit members per building may be granted personal leave on the same day. In case of conflict, requests will be honored on a first-come, first-serve basis.
7. Personal leave of one (1) day may be used in half-day increments.
8. In Case of a School Closing, any bargaining unit member on personal leave shall not be charged with use of any personal leave. If a bargaining unit member's assigned building is closed for a partial day and the day is counted as a student day, leaves will be charged as originally approved.
9. A fifth personal day may be granted across the K-12 building at the sole discretion of the Superintendent.

### **Section 10.07 - Assault Leave**

A bargaining unit member who is absent due to physical disability resulting from an assault which occurs in the course of Board employment may be granted leave with pay where the nature of the disability and its duration have been verified by a physician's statement. Requests will be submitted on the forms designated by the Board of Education and entitlement subject to rules established by the Board of Education and filed with the State Board of Education.

### **Section 10.08 - Professional Leave**

The professional leave policy of the Hardin-Houston Local Schools will be subject to the following provisions:

1. All certificated/licensed bargaining unit members shall be provided opportunities for the development of increased competence beyond that which they may obtain through the performance of their assigned duties through attendance at professional meetings.
2. For purposes of this policy, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of Hardin-Houston bargaining unit member's as determined by the Superintendent of Schools.
3. Any certificated/licensed bargaining unit member may, after approval of the Superintendent, and meeting all other necessary conditions, be absent without loss of pay for attendance at such professional meetings or conferences.
4. The cost of attendance to approved professional meetings or conferences may be paid in whole or in part by the Board with prior approval of the Superintendent. This includes items such as mileage, registration fees, and hotel accommodations.
5. The following conditions must be met for a certificated/licensed bargaining unit member attending a professional meeting:
  - a. Discuss the conference or meeting with the building principal and obtain a professional leave request form.
  - b. Return any request for professional leave to the building principal at least two (2) weeks prior to the meeting or event for which approval is sought, unless waived by the Superintendent.
  - c. When such request is received by the building principal, it will be forwarded to the Superintendent, who will approve or disapprove the request.
  - d. If the Superintendent disapproves the request, he will contact the bargaining unit member to indicate reasons for disapproval.
  - e. No bargaining unit member may attend professional meetings unless approved by the Superintendent.
  - f. Upon returning from the conference or meeting, a brief written summary of such meeting or conference shall be submitted to the Principal and Superintendent, upon request, for possible distribution to members of the Board.

- g. Reimbursement requests for approved professional meetings or conferences shall be submitted on the approved school expense form to the Superintendent.
- h. In granting professional leave, no more than four (4) bargaining unit members per building may be gone on a particular day using a combination of personal and/or professional leave. Priority will be given on a first-come, first-served basis upon submission of proper forms.
- i. School attendance will be taken into consideration for bargaining unit members requesting professional leave.

### **Section 10.09 - Uncompensated Leave**

The Board recognizes that in certain instances a bargaining unit member may use extended leave for personal reasons and that the district could benefit from the return of said employee. For that purpose, the Board will promulgate policy for the award of uncompensated leaves of absence for reasons other than those specified by statute.

The Board reserves the right to specify the conditions, when not otherwise covered by the terms of a negotiated agreement, under which uncompensated leave may be taken.

Uncompensated leave may be taken for the following purposes:

1. Study
2. Travel
3. Special Work Assignment Pertaining to Teaching Job
4. Public Service Commitment
5. Restoration of Health
6. Or other purposes as deemed appropriate by the Board

Uncompensated leave may only be granted to bargaining unit members on a continuing contract.

Request for uncompensated leave shall be made to the Board at least six (6) weeks in advance of the desired start date. Special consideration will be given to emergencies, but in no case will leave be permitted to start at any time except the start of a semester or the start of a school year, unless approved by the Superintendent and Board.

All applications are subject to the final approval of the Board.

An uncompensated leave may be granted for a period of no more than one (1) school year.

The bargaining unit member granted an uncompensated leave shall inform the Board within six (6) weeks of the scheduled return date as to his/her intentions regarding his/her return.

If said notification is not received, action shall be taken to terminate employment.

At the expiration of the uncompensated leave, the bargaining unit member shall be offered a position for which he/she is certified/licensed. Time on uncompensated leave shall not count as time on the job.

Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule.

While on uncompensated leave, a bargaining unit member shall not be entitled to insurance benefit or other fringe benefits as provided by the Board and received by his/her peers, unless the bargaining unit member is willing to pay the premiums him/herself.

Bargaining unit members will bear sole responsibility for the purchase of STRS credit during uncompensated leave.

### **Section 10.10 – Military Leave**

1. When a bargaining unit member's spouse is deployed or redeployed for/from active duty and has been granted leave from such duty, the bargaining unit member shall be allowed to use any combination of paid or unpaid leave for a maximum of fourteen (14) work days per contract year.
2. When a bargaining unit member's child is deployed or redeployed for/from active duty and has been granted leave from such duty, the bargaining unit member shall be allowed to use any combination of paid or unpaid leave for a maximum of five (5) work days per contract year.
3. Any bargaining unit member who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted a military leave without pay. They shall be reinstated to his/her position or an equivalent position for which he/she is certified/licensed with full credit including the annual increment(s) under the salary schedule. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) calendar days from the date of said release or discharge.

### **Section 10.11 - Rights While on Leave**

A bargaining unit member on an unpaid leave of absence shall have the right to maintain insurance benefits through the district at the COBRA rate.

A bargaining unit member on a leave of absence of less than one school year shall, upon return from a leave, be returned to the same position(s) held prior to the leave.

### **Section 10.12 - Jury / Court Leave**

- A. **Jury Duty:** Bargaining unit members shall be granted jury duty leave during normal working hours provided that they are served with a formal request to participate in jury duty. The bargaining unit member's compensation for said leave shall be with pay if the compensation received for the services performed is remitted to the Board in full.
- B. **Court Leave:** Bargaining Unit members shall be granted court leave during normal working hours provided that they are served with a lawfully issued subpoena. There will be no financial penalty attached to such service in any way, and such days shall not be deducted from any other leave days. The employee must be on school district issues in court to qualify for the leave. Otherwise, personal or unpaid leave must be used for personal court leave. Any unpaid leave considered for approval will be at the Superintendent's discretion.

## ARTICLE XI- COMMUNITY COMPLAINT PROCEDURE

### Section 11.01- Community Complaint Procedure

Complaints against members shall be handled as follows:

1. Any and all anonymous information or complaints against a bargaining unit member will be disregarded and shall not be used in evaluations, discipline, decisions of assignment, or in any way be made a matter of record. Any complainant who is not willing to have his/her name disclosed to the bargaining unit member will be informed that no further investigation or action will be taken by the Board or administration.
2. If a complaint is shared with any member of the Board or administration, no action, except as legally required, will be taken until all procedures listed in 3 through 5 of this section have been completed.
3. The complaining party must first be directed to discuss his/her concern with the bargaining unit member(s) involved. The bargaining unit member will have a conference with the complainant as soon as possible at a mutually acceptable time.
4. If a complaint is received by an employee's immediate supervisor, the supervisor shall discuss the details of the complaint, including the name of the complainant, with the employee.
5. If the bargaining unit member and the complaining party cannot satisfactorily resolve the problem, either the complainant or the bargaining unit member may request a meeting of both parties and the principal. The meeting will be arranged at a mutually convenient time. If both parties do not wish to advance the issue to the principal, the matter will be considered closed.
6. If the complainant is not satisfied with the results of the meeting, the complaint shall be reduced to writing by the complainant and directed to the Superintendent. A copy of the written complaint shall be supplied to the bargaining unit member at the time it is submitted to the Superintendent.
7. A meeting will be held with the complainant, the bargaining unit member, and the Superintendent in an attempt to resolve the issue.
8. If the complaint is made a matter of record, placed in the bargaining unit member's personnel file, or used in an evaluative manner, the bargaining unit member shall be given an opportunity to attach comments to the written complaint.
9. Neither the Board nor administration will reprimand, non-renew, terminate, or otherwise discipline a staff member based on hearsay or an anonymous complaint.
10. At any meeting that may result in a disciplinary action being taken against the bargaining unit member, he/she may request the representation of the Association.

## **ARTICLE XII- DISCIPLINARY PROCEDURE**

### **Section 12.01 – Procedure**

No bargaining unit member shall be disciplined including a verbal reprimand, written reprimand or suspension with or without pay for up to three (3) working days, reduced in compensation, non-renewed, terminated or otherwise deprived of any professional advantage in his/her regular teaching contract without "just cause" by compliance with the applicable provisions of this Contract.

The Superintendent may suspend a bargaining unit member with or without pay for up to three (3) work days for insubordination, neglect of duty, violation of reasonable rules and regulations of Board, or for violation of reasonable administrative policies or directives adopted by the Board.

Before any suspension is imposed, the bargaining unit member will be furnished with written notification of the suspension, including the dates and reasons therefore. If requested in writing within three (3) working days of receipt of notification, the employee will be granted a hearing before the Superintendent or his designee. The hearing will be scheduled within ten (10) working days from the receipt of request from the bargaining unit member. At the hearing, the bargaining unit member will have the opportunity to present evidence and/or rebut the basis of the suspension. The bargaining unit member may be represented by an Association representative of his/her choosing at the hearing.

Within five (5) working days following the hearing, the Superintendent will provide the bargaining unit member with a written review of the hearing and determination and judgment thereon. If the suspension is upheld, the reason(s) will be provided.

If any grievance is filed because of action taken under this section, the grievance will follow the following procedures:

#### **A. Step I**

Following the hearing, review, determination, and judgment, a grievance may be filed. Within ten (10) days of the receipt of the grievance, the Board will meet with the aggrieved and the aggrieved's representative in executive session to resolve the matter. If the aggrieved is not satisfied with the disposition of the grievance in Step 1, the grievant and/or their representative shall complete Grievance Report Form, Step II.

#### **B. Step II**

Following completion of Step II, Grievance Report Form, the aggrieved may within ten (10) days submit the grievance to arbitration. The Board and the grievant will attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association, whose rules and regulations shall govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of Board policy or the negotiated agreement. The arbitrator will confer with representatives of the Board and the grievant and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and to the Association, and

subject to law, shall be final and binding. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

Fringe benefits shall stay in effect during the time of any suspension. When disciplinary action is considered, the discipline shall be progressive. Bargaining unit members shall have the right to an Association representative during any disciplinary meeting at all administrative levels.

### **ARTICLE XIII - LOCAL PROFESSIONAL DEVELOPMENT CONSORTIUM**

The Hardin-Houston Local School District will participate in the Midwest Regional Education Service Center Professional Development Consortium (Formerly SCESC) to assist employees with the submission of professional development and IPDP plans. If the MRLPDC should at some time in the future no longer exist, the Hardin-Houston Local School District will continue to provide staff with professional development guidance and assistance.

### **ARTICLE XIV- COMPENSATION**

#### **Section 14.01 - Annual Compensation**

All bargaining unit members shall be issued written contracts in accordance with Chapter 3319, Ohio Revised Code. The annual salary for each such bargaining unit member will be in accordance with the salary schedule, attached hereto as Exhibits "A". The requirement of an annual salary notice is eliminated.

BA	Bargaining unit member who holds a Bachelor's Degree.
BA+15	Bargaining unit member's who have earned 150 semester hours or a BA plus 15 semester hours.
MA	Bargaining unit member who holds a Master's Degree.
MA+15	Bargaining unit member who holds a Master's Degree and have earned 15 semester hours (23 quarter hours) credit after obtaining a Master's Degree.

#### **A. For the 2015-2016 year:**

1. Teachers will advance one (1) full step on the salary schedule and columns. (Example- A teacher on 2 1/2 steps will advance to 3 1/2 steps or a teacher on step 2 will advance to step 3.)
2. Teachers will also receive a 1.75% raise on the base.

#### **B. For the 2016-2017 year:**

1. Teachers will advance one (1) full step on the salary schedule and columns. (Example- A teacher on 2 1/2 steps will advance to 3 1/2 steps or a teacher on step 2 will advance to step 3.)
2. Teachers will also receive a 2.00% increase on the base.

### **Section 14.02 - New Members**

Any eligible bargaining unit member hired without previous teaching experience will be placed at Step 1 on the salary schedule. Credit will be given for any and all education levels earned with placement in the appropriate column on the salary schedule. The eligible bargaining unit member will remain at Step 1 for two (2) years. After completing two (2) years of teaching experience, the bargaining unit member will be advanced to Step 2 and will advance one year per year of teaching experience thereafter in accordance with the salary schedule.

### **Section 14.03- Supplemental Duty Compensation**

Bargaining unit members assigned supplemental duties shall be issued written supplemental contracts. All supplemental contracts will automatically expire at the end of the contract period, and no non-renewal notification is required; however, when a bargaining unit member is to be rehired in the same position, a new contract will be issued no later than the June Board meeting.

Final payment for supplemental contracts will be paid within fifteen (15) business days upon receipt of the Activity Completion Form.

For supplemental contracts with a full year duration, one half ( $\frac{1}{2}$ ) of the supplemental salary will be paid with the second pay in December.

### **Section 14.04 - Mileage Reimbursement**

Any bargaining unit member who uses his/her personal automobile to carry out assigned duties, perform contracted supplemental duties, attend professional meetings for which attendance has been approved, travel from one building to another within the same day, or run other errands for the overall school operation shall be reimbursed at the IRS rate in effect at the time of travel.

A bargaining unit member who has been authorized to use his/her personal automobile on District business and who suffers damage to the automobile while on duty shall receive reimbursement for the deductible amount of insurance.

### **Section 14.05 - Home Instruction Teachers Compensation**

Home Instruction teachers will be paid twenty dollars (\$20.00) per hour.

### **Section 14.06- Internal Substitution**

Bargaining unit members will be paid fifteen (15.00) for substituting during their regularly scheduled free period or any part of a period (exclusive of lunch). Such substitution will be optional for the bargaining unit member and will be at the direction and discretion of the building principal. A period will be defined as a scheduled high school or junior high period of forty (40)/fifty (50) minutes in grades K-6. When asking to perform an internal substitution, the principal will provide the form to the bargaining unit member. The bargaining unit member is responsible for the completion and submission of the form.

### **Section 14.07 - Attendance Incentive**

A. Bargaining unit Members who use two (2) or fewer sick leave days per school year will be reimbursed as follows:

-0-	Sick Leave Days	\$300.00
-1-	Sick Leave Days	\$200.00
-2-	Sick Leave Days	\$100.00

- B. Bargaining unit Members will be paid one hundred dollars (\$100.00) each school year for each unused personal day.
- C. Payment of any and all incentives due will be paid in the last check of June of each year.

**Section 14.08 - Severance Pay**

- A. A bargaining unit member retiring from employment of the Hardin-Houston Local Schools shall be eligible for severance pay effective the last day of employment, provided eligibility requirements are met as follows:
  1. Have an application for retirement approved by the State Teachers' Retirement System.
  2. Have a completed application for severance pay filed with the Treasurer of the Board of Education within 60 days following the effective date of retirement.
  3. Express his or her intention to retire on or before his or her last day of service, July 10, or other special circumstances subject to approval by the Superintendent and the Board of Education.
  4. Have served ten (10) or more years of active service covered by S.T.R.S. with the state or a political subdivision or a combination thereof and in the Hardin Houston School District.

**B. Calculation of severance pay shall be on the basis of twenty seven percent (27%) of all unused sick leave up to sixty six (66) days and that the current certified/licensed employee has accumulated two hundred forty seven (247) days for the school year.**

1. Payment shall be made no later than 60 days after above criteria A, B, C, and D are met.
  2. Payment shall be based on the bargaining unit member's daily rate of base pay, excluding supplemental pay, figured on the days of service at the time of retirement.
  3. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member.
- C. If a bargaining unit member eligible for severance pay by the above criteria dies, severance pay will be made to the bargaining unit member's beneficiary as though they had left employment in accordance with the above formula.

**Section 14.09- STRS Pick-Up**

The STRS contribution that has been paid by the bargaining unit member directly to STRS, will be paid on behalf of the bargaining unit member by the Board, therefore, producing a tax shelter of the employee's contribution.

The "pick-up" will be of no cost to the Board and is solely for the purpose of reducing the current tax rate of the bargaining unit member.

An amount equal to the bargaining unit member's total contribution, including contributions on supplemental earnings, will be "picked-up" on behalf of each bargaining unit member without deduction or reduction of the bargaining unit member's gross salary. The Board shall compute and remit all applicable contributions to STRS. The "pick-up" percentage shall apply uniformly to all bargaining unit members. No bargaining unit member shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up". Bargaining unit members are responsible for reviewing the relation between the "pick-up" and their other tax-deferred arrangements. This provision will remain in effect as long as revenue-rating ruling #77-462 remains in effect.

#### **Section 14.10- 125 Plan**

A full-range 125 plan will be offered to each bargaining unit member with all administrative costs assumed by the Board.

#### **Section 14.11- Payroll Deductions**

##### **A. Payroll**

1. **Paydays:** During the school year, pay stubs will be distributed via e-mail.

Each bargaining unit member shall be paid every two (2) weeks on Friday subject to any legal requirements in regard to deduction of retirement contributions.

2. **Deductions for Taxes:** All bargaining unit members shall have automatic payroll deductions of federal, state, and local income tax contributions from each paycheck in accordance with the procedures established by law. The Board will deduct city income taxes from paychecks upon request by the bargaining unit member filed by July of each year.
3. **Deductions for EPAC:** Deductions provided for E.P.A.C. contributions as designated by bargaining unit members.
4. **Deduction for Retirement:** All bargaining unit members shall have automatic payroll deduction of their contribution to the State Teachers Retirement System from each paycheck.
5. **Deduction for Professional Dues:** A bargaining unit member may, at any time, sign and deliver to the Board a continuing authorization requesting deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such a time that said bargaining unit member gives written notice to the Treasurer of the Board to discontinue such deductions, or employment with the Board terminates. Professional Dues deductions shall be in one (1), three (3), five (5) or ten (10) installments, beginning the second pay after authorization and deducted in one (1), three (3), five (5) or ten (10) payrolls as designated by the bargaining unit member. A bargaining unit member may also choose to make full payment with one check. All money so deducted shall be remitted to the Treasurer of the Association monthly.

A representative of the Association shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer.

6. Payment in Full: Bargaining unit members who resign, retire, or in other ways discontinue employment in the Hardin-Houston Local School District may, at their own option, apply for payment in full for any monies owed them by the District. Such application must be submitted to the clerk at least thirty (30) days prior to receiving payment in full. Instances of multiple requests will be honored in the order they are received and the money that is available.

7. Annuities: The Board will recognize no more than eight (8) companies for the purposes of annuity contributions by payroll deduction. A list of eight (8) companies will be mutually agreed upon by both parties. Such deductions will continue from year to year until said member gives written notice to the Treasurer that such deductions are to be discontinued. The Treasurer shall mail withholdings upon receipt of the annuity billing. It is the employee's responsibility to calculate the maximum exclusion allowance for any and all contributions made to an annuity.

8. IRS 125 Plan

B. Automatic Check Deposit

The method of payment will be automatic check deposit for each bargaining unit member. The bargaining unit member must complete the appropriate forms indicating to the Treasurer to which financial institution(s) and account(s) the automatic check deposit is to be made.

#### **Section 14.12- Project Incentive Plan**

To encourage innovative educational programs, the Board will provide two thousand dollars (\$2,000.00) each year (\$1000 for K-6 and \$1000 for 7-12) to a bargaining unit member or group of bargaining unit members who submit approved proposal for a classroom, grade level or school-wide project. Approval will be decided by a joint committee, consisting of an HHEA member, applicant's administrator, and the Superintendent. An adopted proposal form will be developed. Applications will be approved in May for project implementation during the following school year. All purchases must follow the typical district purchasing policies. Supply purchases must be completed by October 15th of the implementation year and must be within the proposed list of supplies originally agreed upon.

#### **Section 14.13 - Tuition Reimbursement**

A. The Board agrees to reimburse members on a prorated basis to, if the twelve thousand dollar (12,000) threshold is met to compensate members for tuition costs for courses taken at an accredited university/college for the purpose of certification/licensure renewal. Tuition reimbursement shall be capped at one thousand (1000) dollars per member per school year.

B. To receive payment upon completion of a course, the bargaining unit member shall obtain at least a "C" average or better and shall provide to the Board Treasurer an official transcript as proof of completion and as proof of fees paid no later than October 1. In cases of unforeseen circumstances which cause a delay in the delivery of official

transcripts, the member will inform the Treasurer of the delay and submit a copy of the receipt of fees paid prior to October 1.

- C. To receive reimbursement, the bargaining unit member must return as an employee of Hardin-Houston school district for one (1) school year from the completion of classes. If a bargaining unit member voluntarily leaves the employment of Hardin-Houston, he/she is responsible for repaying the reimbursement.
- D. No amount of the reimbursement may be carried over into the next year.
- E. Reimbursement for any bargaining unit member cannot exceed total fees paid in one year.
- F. All reimbursement shall be made by separate check no later than October 15.
- G. Reimbursement will be paid for courses taken from September 1 through August 31 of each year.

#### **Section 14.14 – Cost of Certification/Licensure**

The Board shall reimburse the bargaining unit member up to one hundred dollars (\$100.00) for all costs paid for teaching certificate or license and/or renewal or upgrade of teaching certificate or license.

#### **Section 14.15 - Change in Degree Allowance**

Request for change in degree allowance must be filed with the local district treasurer. The Board shall permit and recognize forms filed on or before September 15 and on or before January 15 of any given contract year. Members placement on the salary schedule and compensation shall be adjusted according to the Hardin-Houston salary schedule for the applicable contract year to be effective the first day of each semester.

#### **Section 14.16 – Mentor**

Each mentor who becomes trained, meets the requirements, and completes 100% of the training of an Apprentice Teacher will be paid a \$500 stipend in the last paycheck of June of each year. Only one payment of five hundred dollars (\$500.00) (either a payment from the educational service center [ESC] or a payment from Hardin-Houston School District) will be paid. If the payment from the ESC is less than five hundred dollars (\$500.00), the Board will pay the remaining amount to complete a total payment of five hundred dollars (\$500.00).

#### **Section 14.17 – Dual Enrollment Teachers**

Each Dual Enrollment Teacher would receive the following compensation for the 2015-2016 and 2016-2017 school year. For each teacher who attends the one-time required Dual Enrollment professional development workshop, they will receive a one-time stipend of one hundred fifty dollars (\$150.00).

For every Dual Enrollment course taught, the teacher will be compensated three hundred dollars (\$300.00) to be paid at the conclusion of each school year.

**ARTICLE XV – INSURANCE AND RETIREMENT**

**Section 15.01 – Health/Dental/Vision Insurance**

Any full-time certificated bargaining unit members of the Hardin-Houston Local School District may join the THE PLAN (including optical and dental coverage) by filing an application during the month of November. Said insurance shall be effective for twelve (12) months. Bargaining unit members joining after the beginning of the school year shall be granted a policy according to their status pending acceptance. The bargaining unit member electing to enroll in the insurance program will pay fourteen percent (14%) and the Board will pay eighty-six percent (86%) of the cost of the monthly premium through August 31<sup>st</sup> -. Any certified bargaining unit member that works less than a full time employee may acquire the same insurance protection by paying the prorated premium represented by the portion of the day not worked by them.

**Section 15.02- HSA Plan**

The Board will provide an HSA option to all Bargaining Unit members in accordance with the following provisions for only the 2015-2016 school year and the 2016-2017 school year. The Bargaining Unit member electing to enroll in the HSA program will pay 14% and the Board will pay 86% of the cost of the monthly premiums.

Family: \$150.00 per month.

Single: \$75.00 per month.

**Section 15.03 - Incentive Not To Take Insurance**

A newly hired bargaining unit member eligible to enroll in the benefit plan who elects not to enroll within 30 days of date of hire or a bargaining unit member currently enrolled in the plan who changes his/her enrollment from family coverage to single coverage, or a bargaining unit member who elects no coverage, in writing, on an annual basis by September 1, will receive an annual lump sum payment. The lump sum payment is as follows:

Eligible for Single And Elects No Coverage	Eligible for Family And Elects Single Coverage	Eligible for Family And Elects No Coverage
\$1,250.00	\$1,750	\$2,250.00

The lump sum payment shall be made in the last pay in August following the conclusion of the particular school year, so long as the bargaining unit member has remained at the changed enrollment throughout the school year.

Two bargaining unit member who are married to each other and elect one family insurance plan (instead of two single or two family plans) will receive one annual lump sum payment.

Those who have not enrolled may enroll in insurance coverage based upon changes in family status and other circumstances in accordance with the usual plan terms. A bargaining unit member enrolling during a school year shall lose eligibility for this incentive payment that year.

The insurance incentive is for those bargaining unit members that choose not to take insurance coverage through Hardin-Houston Local School District either as an employee or dependent. Only one incentive per household applied. Eligibility status is determined by status at time of annual enrollment.

**Section 15.04 - Term Life**

All bargaining unit members of the Hardin-Houston Schools will receive a fifty thousand dollars (\$50,000.00) term life with accidental death/dismemberment insurance policy. The Board will pay 100% of the cost.

**Section 15.05 - Maintenance of Standards**

For the duration of this contract, the Board shall maintain all terms, conditions, and benefits of insurance at not less than the level in effect as of the effective date of this contract.

**ARTICLE XVI- DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2015 to June 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this contract is served by either party upon the other at least sixty (60) days prior to the aforesaid expiration date, or at least sixty (60) days prior to the annual expiration date of any subsequent year.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

**BOARD OF EDUCATION OF THE HARDIN-HOUSTON SCHOOL DISTRICT**

BY: [Signature] April 20, 2015  
President Date

BY: [Signature] April 20, 2015  
Superintendent Date

BY: [Signature] April 20, 2015  
Treasurer Date

**HARDIN-HOUSTON EDUCATION ASSOCIATION**

BY: [Signature] April 20, 2015  
President Date

BY: [Signature] 4-22-15  
Negotiations Chairman Date

BY: [Signature] 4-22-15  
Labor Relations Consultant Date

## SALARY INDEX

Step	BA	BA+15	MA	MA+15
0	1.00000	1.05000	1.10001	1.13000
0.5	1.02250	1.07624	1.12751	1.15876
1	1.04501	1.10248	1.15501	1.18751
1.5	1.06751	1.12875	1.18250	1.21625
2	1.09001	1.15501	1.20998	1.24500
2.5	1.11250	1.18126	1.23749	1.27375
3	1.13499	1.20751	1.26499	1.30250
3.5	1.15749	1.23376	1.29249	1.33126
4	1.17999	1.26001	1.31999	1.36002
4.5	1.20249	1.28625	1.34749	1.38876
5	1.22500	1.31250	1.37500	1.41749
5.5	1.24750	1.33875	1.40250	1.44625
6	1.27000	1.36500	1.43000	1.47501
6.5	1.29251	1.39125	1.45750	1.50375
7	1.31501	1.41749	1.48500	1.53248
7.5	1.33751	1.44374	1.51251	1.56124
8	1.36002	1.46999	1.54001	1.59000
8.5	1.38250	1.49624	1.56751	1.61875
9	1.40499	1.52249	1.59501	1.64751
9.5	1.42749	1.54875	1.62251	1.67625
10	1.45000	1.57502	1.65001	1.70499
10.5	1.47250	1.60126	1.67750	1.73374
11	1.49500	1.62751	1.70499	1.76250
11.5	1.50625	1.64065	1.73249	1.79125
12	1.51750	1.65379	1.75999	1.82001
12.5	1.51750	1.65379	1.78749	1.84875
13	1.51750	1.65379	1.81499	1.87749
13.5	1.52876	1.66690	1.82875	1.89190
14	1.54001	1.68001	1.84251	1.90631
14.5	1.55126	1.69310	1.85625	1.92065
15	1.56251	1.70619	1.87000	1.93500
17.5	1.58501	1.73244	1.89750	1.96375
18	1.60752	1.75869	1.92500	1.99251
20.5	1.63000	1.78495	1.95250	2.02125
21	1.65249	1.81122	1.98000	2.04999

**SALARY SCHEDULE 2015-2016**

**SALARY SCHEDULE 2015-2016**

**1.75%**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
0	31,244	32,806	34,369	35,306
0.5	31,947	33,626	35,228	36,204
1	32,650	34,446	36,087	37,103
1.5	33,353	35,267	36,946	38,001
2	34,056	36,087	37,805	38,899
2.5	34,759	36,907	38,664	39,797
3	35,461	37,727	39,523	40,695
3.5	36,165	38,548	40,383	41,594
4	36,868	39,368	41,242	42,492
4.5	37,571	40,188	42,101	43,390
5	38,274	41,008	42,960	44,288
5.5	38,977	41,828	43,820	45,187
6	39,680	42,648	44,679	46,085
6.5	40,383	43,468	45,538	46,983
7	41,086	44,288	46,397	47,881
7.5	41,789	45,108	47,257	48,779
8	42,492	45,928	48,116	49,678
8.5	43,195	46,748	48,975	50,576
9	43,897	47,569	49,835	51,475
9.5	44,601	48,389	50,694	52,373
10	45,304	49,210	51,553	53,271
10.5	46,007	50,030	52,412	54,169
11	46,710	50,850	53,271	55,067
11.5	47,061	51,261	54,130	55,966
12	47,413	51,671	54,989	56,864
12.5	47,413	51,671	55,848	57,762
13	47,413	51,671	56,708	58,660
13.5	47,764	52,081	57,138	59,110
14	48,116	52,490	57,567	59,561
14.5	48,468	52,899	57,997	60,009
15	48,819	53,308	58,426	60,457
17.5	49,522	54,128	59,285	61,356
18	50,225	54,948	60,145	62,254
20.5	50,928	55,769	61,004	63,152
21	51,630	56,590	61,863	64,050

**SALARY SCHEDULE 2016-2017**

**SALARY SCHEDULE 2016-2017**

**2%**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
0	31,869	33,462	35,056	36,012
0.5	32,586	34,299	35,933	36,928
1	33,303	35,135	36,809	37,845
1.5	34,020	35,972	37,685	38,761
2	34,738	36,809	38,561	39,677
2.5	35,454	37,646	39,437	40,593
3	36,171	38,482	40,314	41,510
3.5	36,888	39,319	41,190	42,426
4	37,605	40,155	42,067	43,342
4.5	38,322	40,992	42,943	44,258
5	39,039	41,828	43,820	45,174
5.5	39,757	42,665	44,696	46,091
6	40,474	43,501	45,573	47,007
6.5	41,191	44,338	46,449	47,923
7	41,908	45,174	47,326	48,839
7.5	42,625	46,011	48,202	49,755
8	43,342	46,847	49,078	50,672
8.5	44,059	47,684	49,955	51,588
9	44,776	48,520	50,831	52,504
9.5	45,493	49,357	51,708	53,420
10	46,210	50,194	52,584	54,336
10.5	46,927	51,031	53,460	55,253
11	47,644	51,867	54,336	56,169
11.5	48,003	52,286	55,213	57,085
12	48,361	52,705	56,089	58,002
12.5	48,361	52,705	56,966	58,918
13	48,361	52,705	57,842	59,834
13.5	48,720	53,122	58,281	60,293
14	49,078	53,540	58,719	60,752
14.5	49,437	53,957	59,157	61,209
15	49,796	54,375	59,595	61,666
17.5	50,513	55,211	60,471	62,583
18	51,230	56,048	61,348	63,499
20.5	51,947	56,885	62,224	64,415
21	52,663	57,722	63,101	65,331

**SUPPLEMENTAL SALARY SCHEDULE SCHOOL YEAR 2015-2016**  
**Index (% of B.S. Base) \$31,244.37**

0.0175

\$30,707.00    \$31,244.37

Position	% of Base	Base Amount	3 years	6 years	9 years	12 years
			20%	30%	40%	50%
Faculty Manager	6%	\$1,874.66	\$2,249.59	\$2,437.06	\$2,624.53	\$2,811.99
Athletic Director	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
<b>BOYS</b>						
Varsity Basketball Coach	15%	\$4,686.66	\$5,623.99	\$6,092.65	\$6,561.32	\$7,029.98
Assistant Basketball Coach	7%	\$2,187.11	\$2,624.53	\$2,843.24	\$3,061.95	\$3,280.66
Reserve Basketball Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Freshman Basketball Coach	6%	\$1,874.66	\$2,249.59	\$2,437.06	\$2,624.53	\$2,811.99
8th Grade Basketball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
7th Grade Basketball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Elementary Basketball Coach	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Varsity Baseball Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Assistant Baseball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
JR. Varsity Baseball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Varsity Track Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Assistant Track Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Indoor Co-Ed Track Coach	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
Jr. High Track Coach	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
Boys Cross Country Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Girls Cross Country Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Weightlifting	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Varsity Golf Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
<b>GIRLS</b>						
Varsity Basketball Coach	15%	\$4,686.66	\$5,623.99	\$6,092.65	\$6,561.32	\$7,029.98
Assistant Basketball Coach	7%	\$2,187.11	\$2,624.53	\$2,843.24	\$3,061.95	\$3,280.66
Reserve Basketball Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
8th Grade Basketball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
7th Grade Basketball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Elementary Grade Basketball Coach	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Varsity Volleyball Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Assistant Varsity Volleyball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Reserve Volleyball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
8th Grade Volleyball Coach	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
7th Grade Volleyball Coach	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
Varsity Track Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Assistant Track Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33

Jr. High Track Coach	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
Softball Coach	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
Assistant Softball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
Jr. Varsity Softball Coach	5%	\$1,562.22	\$1,874.66	\$2,030.88	\$2,187.11	\$2,343.33
OTHER						
Yearbook Advisor	10%	\$3,124.44	\$3,749.32	\$4,061.77	\$4,374.21	\$4,686.66
HS Cheerleader Advisor	6%	\$1,874.66	\$2,249.59	\$2,437.06	\$2,624.53	\$2,811.99
District Computer Coordinator	5%	\$1,562.22	\$1,874.66	\$2,030.89	\$2,187.11	\$2,343.33
Jr. High Cheerleader Advisor	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
Hardin –Houston Head Teacher	4%	\$1,249.77	\$1,499.73	\$1,624.71	\$1,749.68	\$1,874.66
Play Director	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
Pep Band Director	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
Houston Student Council Advisor	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
Hardin Student Council Advisor	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
Washington DC Coordinator	1.5%	\$468.67	\$562.40	\$609.27	\$656.13	\$703.00
Washington DC Supervisor (2)	1.5%	\$468.67	\$562.40	\$609.27	\$656.13	\$703.00
Academia Advisor	3%	\$937.33	\$1,124.80	\$1,218.53	\$1,312.26	\$1,406.00
LPDC Representative	2%	\$624.89	\$749.86	\$812.35	\$874.84	\$937.33
Power of the Pen	2%	\$624.89	\$749.86	\$812.35	\$874.84	\$937.33
National Honor Society Advisor	2%	\$624.89	\$749.86	\$812.35	\$874.84	\$937.33
Junior Class Advisor	2%	\$624.89	\$749.86	\$812.35	\$874.84	\$937.33
Environmental Awareness Club Advisor	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Future Education Club Advisor	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Muse Machine Advisor	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
National Jr. Honor Society Advisor	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Spanish Circle	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Hardin Musical	1%	\$312.44	\$374.93	\$406.18	\$437.42	\$468.67
Jr. High Sports Event Supervisor	\$50/event					

**SUPPLEMENTAL SALARY SCHEDULE SCHOOL YEAR 2016-2017**

Index (% of B.S. Base) \$31,869.26

Position	% of Base	Base Amount	3 years	6 years	9 years	12 years
			20%	30%	40%	50%
0.02	\$31,321.14	\$31,869.26				
Faculty Manager	6%	\$1,912.16	\$2,294.59	\$2,485.80	\$2,677.02	\$2,868.23
Athletic Director	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
<b>BOYS</b>						
Varsity Basketball Coach	15%	\$4,780.39	\$5,736.47	\$6,214.51	\$6,692.54	\$7,170.58
Assistant Basketball Coach	7%	\$2,230.85	\$2,677.02	\$2,900.10	\$3,123.19	\$3,346.27
Reserve Basketball Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Freshman Basketball Coach	6%	\$1,912.16	\$2,294.59	\$2,485.80	\$2,677.02	\$2,868.23
8th Grade Basketball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
7th Grade Basketball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Elementary Grade Basketball Coach	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Varsity Baseball Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Assistant Baseball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
JR. Varsity Baseball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Varsity Track Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Assistant Track Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Indoor Co-Ed Track Coach	3%	\$956.08	\$1,147.29	\$1,242.90	\$1,338.51	\$1,434.12
Jr. High Track Coach	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
Boys Cross Country Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Girls Cross Country Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Weightlifting	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Varsity Golf Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
<b>GIRLS</b>						
Varsity Basketball Coach	15%	\$4,780.39	\$5,736.47	\$6,214.51	\$6,692.54	\$7,170.58
Assistant Basketball Coach	7%	\$2,230.85	\$2,677.02	\$2,900.10	\$3,123.19	\$3,346.27
Reserve Basketball Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
8th Grade Basketball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
7th Grade Basketball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Elementary Basketball Coach	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Varsity Volleyball Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Assistant Varsity Volleyball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Reserve Volleyball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
8th Grade Volleyball Coach	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
7th Grade Volleyball Coach	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
Varsity Track Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Assistant Track Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Jr. High Track Coach	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
Softball Coach	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
Assistant Softball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19
Jr. Varsity Softball Coach	5%	\$1,593.46	\$1,912.16	\$2,071.50	\$2,230.85	\$2,390.19

OTHER

Yearbook Advisor	10%	\$3,186.93	\$3,824.31	\$4,143.00	\$4,461.70	\$4,780.39
HS Cheerleader Advisor	6%	\$1,912.16	\$2,294.59	\$2,485.80	\$2,677.02	\$2,868.23
District Computer Coordinator	5%	\$1,593.46	\$1,912.15	\$2,071.50	\$2,230.84	\$2,390.19
Jr. High Cheerleader Advisor	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
Hardin –Houston Head Teacher	4%	\$1,274.77	\$1,529.72	\$1,657.20	\$1,784.68	\$1,912.16
Play Director	3%	\$956.08	\$1,147.29	\$1,242.90	\$1,338.51	\$1,434.12
Pep Band Director	3%	\$956.08	\$1,147.29	\$1,242.90	\$1,338.51	\$1,434.12
Houston Student Council Advisor	3%	\$956.08	\$1,147.29	\$1,242.90	\$1,338.51	\$1,434.12
Washington DC Coordinator	1.5%	\$478.04	\$573.65	\$621.45	\$669.25	\$717.06
Washington DC Supervisor (2)	1.5%	\$478.04	\$573.65	\$621.45	\$669.25	\$717.06
Academia Advisor	3%	\$956.08	\$1,147.29	\$1,242.90	\$1,338.51	\$1,434.12
LPDC Representative	2%	\$637.39	\$764.86	\$828.60	\$892.34	\$956.08
Power of the Pen	2%	\$637.39	\$764.86	\$828.60	\$892.34	\$956.08
National Honor Society Advisor	2%	\$637.39	\$764.86	\$828.60	\$892.34	\$956.08
Junior Class Advisor	2%	\$637.39	\$764.86	\$828.60	\$892.34	\$956.08
Environmental Awareness Club Advisor	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Future Education Club Advisor	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Muse Machine Advisor	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
National Jr. Honor Society Advisor	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Spanish Circle	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Hardin Musical	1%	\$318.69	\$382.43	\$414.30	\$446.17	\$478.04
Jr. High Sports Event Supervisor	\$50/event					

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