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MASTER AGREEMENT

between the

UNITED LOCAL BOARD OF EDUCATION

and

UNITED EDUCATION ASSOCIATION

September 1, 2015 to August 31, 2018

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ARTICLE I — SCOPE OF AGREEMENT

Section 1: Recognition

- (a) The United Local Board of Education recognizes the United Education Association/OEA/NEA as the sole and exclusive bargaining agent for all full or part-time, non-administrative, certificated employees currently employed under a limited or continuing contract with the Board of Education, and working fifty (50%) percent or more of the workweek.
- (b) Positions excluded from the negotiations unit include the superintendent, building principals, assistant principals, special education director, athletic director, or any other certificated administrative/supervisory positions defined as having the authority to hire, assign, or discipline employees of the Board. Other positions excluded include substitute teachers, home instruction tutors, and all classified employees of the Board.

Section 2: Scope of Negotiations

- (a) This recognition constitutes an agreement between the Board and the Association to bargain collectively on matters related to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- (b) Meetings related to terms and conditions of employment may be called after the second Monday in January of the calendar year in which the current agreement expires, by the Board upon notice to the President of the Association, or by the Association upon notice to the superintendent. The request for a meeting shall be made in writing, with the time and place for said meeting to be mutually agreed upon, and held within ten (10) days of the request. The parties may mutually agree to defer meetings to a later date.
- (c) Good faith requires that the Board and Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession. Confidentiality of negotiations proposals and proceedings shall be maintained by both the Board and Association. While negotiations are in progress, information shall not be released to the news media without the written consent of both parties. If impasse is declared by either party, the release of information may be made without mutual consent.
- (d) The meetings shall be no longer than two (2) hours in length, but the period may be extended with the mutual consent of both parties. The time, place, and date of the next meeting shall be agreed upon prior to adjournment.

- (e) Negotiations shall be completed within 60 calendar days, but the period may be extended with the mutual consent of both parties.
- (f) The Association shall maintain minutes of formal negotiations meetings. These minutes shall be approved and signed by the chief negotiator for the Association and the chief negotiator for the Board at the beginning of each meeting for the preceding meeting. If agreement on the minutes cannot be reached, a notation of the difference may be made on the minute summary.
- (g) All negotiations shall be conducted by designated negotiating teams, each of which shall not exceed six (6) members. The Board's negotiating team shall be designated by the Board, and the Association's negotiating team shall be designated by the Association. Neither negotiating team shall be authorized to admit more than five (5) observers recognized by the team spokesperson. Once negotiations begin, no team members, other than the spokesperson, may be replaced.
- (h) Each party may call upon professional or lay consultants to assist in negotiations. The expenses of such consultants shall be borne by the party requesting them. Consultants may attend meetings and may also serve as team spokesperson.
- (i) The Board and Association agree to furnish each other, upon timely request, available public information pertaining to issues under discussion at no cost to the requesting group.
- (j) The ground rules for negotiations will be determined at the first meeting of the negotiating teams. Such ground rules will address times and places for meetings, caucus provisions, news media involvement, progress reports to the Board and the Association, and protocol.
- (k) As negotiated items are agreed upon, they shall be reduced to writing and initialed at the time of agreement. Such initials indicated tentative agreement of the negotiators, and are subject to final ratification of the entire agreement by the members of the Board and Association.
- (l) When final tentative agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the document. If in proper form, the agreement will be submitted to the full membership of the Association within ten (10) working days for ratification, and to the Board for ratification and adoption within ten (10) working days after Association ratification. Said agreement shall then be signed by the Board's and Association's representatives following ratification.
- (m) Upon ratification of this agreement by the Board and the Association, printed policy manuals of the Board shall be modified to reflect the new Agreement in its entirety.

Section 3: Impasse Procedure

- (a) The Board and the Association agree to maintain and continue negotiations dialogue throughout the established sixty (60) calendar day period, unless mediation is mutually agreed upon at an earlier date.
- (b) In the event that agreement has not been reached by the end of the negotiations period, either party may declare a negotiations mediation, unless it is mutually agreed to extend negotiations. The Federal Mediation and Conciliation Service (FMCS) shall be contacted jointly by both parties to supply a mediator. If mediation is declared, those items not tentatively agreed to will be submitted to mediation. All recommendations of the mediator shall be advisory in nature, and not binding on either party.
- (c) In the event that the parties are unable to reach agreement within twenty (20) days after the federal mediator has entered in the negotiating process, or any extension thereof, then the Association shall have the right to proceed in accordance with Chapter 4117.14(D)(2) of the Ohio Revised Code, and nothing herein shall be construed to limit the exclusive representative to such right.
- (d) During and subsequent to submission of the ten (10) day notice, mediation may be utilized by the parties.
- (e) This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(c)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14. However, the Association retains its right to invoke the provisions of O.R.C. 4117.14(d)(2) should the dispute resolution procedure listed above be unsuccessful.

Section 4: Rights of the Board of Education

- (a) Board rights, powers, duties, discretions, authority, and prerogatives are retained by and shall remain exclusively vested in the Board of Education, except as clearly and specifically limited by the Agreement. The Board in the exercise of these rights, powers, authorities, duties, and responsibilities shall be consistent with constitutional provisions and with the terms of this Agreement. The Board shall have the right to make and enforce rules and regulations not inconsistent with the provisions of this Agreement. The Board, however, cannot reduce, negotiate, or delegate its legal responsibilities.

Section 5: Association Rights

- (a) The United Education Association shall have the following rights. All other teacher organizations shall be excluded from these rights for the duration of the recognition period identified in Article I, Section 1(c) of this Agreement.

1. The Association may use one bulletin board in each building faculty lounge to post notices of Association activities. In addition, the Association may use certificated employee mailboxes for distribution of notices to all employees covered by the Agreement.
2. The Association may address new employees to explain the role and purpose of the Association. If said meeting is to be a group meeting during school hours on any contract day, the Association president shall schedule the meeting with the superintendent or his designee at least five (5) days in advance of the meeting.
3. The Board of Education will make professional dues payroll deductions for certificated employees who submit a signed "Statement of Authorization" to the Treasurer at least seven (7) working days prior to the second payday in October of each school year.
4. The President of the Association shall receive an agenda and minutes of the Board of Education meeting at the same time it is distributed to Board members.
5. The Association will be permitted to announce membership meetings and make other pertinent announcements at faculty meetings, providing the Association president or building representative has requested placement on the agenda in advance of the meeting.
6. The Association shall be permitted to express its views prior to any change in the school calendar necessitated by using the state approved five (5) calamity days.
7. The Association may use school equipment with prior notice to the building principals providing the district is reimbursed for any consumable supplies used by the Association.
8. The Association may use school buildings for meetings providing the meetings are not held within the identified school day, and providing the Board adopted procedure for use of the schools is adhered to for all after-hour meetings.
9. In an effort to solve problems as they relate to employees of the United Local School District, the Superintendent agrees to establish an advisory committee including, but not limited to, representatives of both the UEA and administrative staff. Its main function should be to confer on all matters of mutual concerns, to keep employees informed of changes and developments caused by conditions other than those covered in this Agreement, to confer over potential problems in an effort to keep such

matters from becoming major in scope. UEA representatives shall be limited to four (4) members, plus the President. Individual members to the UEA advisory committee may change as different concerns occur. Meetings of the advisory committee will be on an as needed basis and can be called by either employees or the administration. Business of this committee shall be informational and advisory only.

10. All bargaining unit members, effective the 2004-05 contract shall either (1) be a member of the Association paying dues according to its structure; or (2) pay a fair fee for representation, service, and benefits in an amount equal to the total annual dues of an Association member. All bargaining unit members may either authorize a payroll deduction for the payment of dues/or fees, or remit payment directly to the Treasurer of the Association.

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or before January 1 of each school year during the term of this agreement of the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Payroll deduction of such fair share fees shall commence on the first pay date on or after January 15, annually. In case of bargaining member being newly hired after this date, the payroll deduction shall commence with the first pay date on or after thirty (30) days of employment in the bargaining unit position.

In relation to the payment of dues/or fees, any bargaining unit member who fails to comply shall be subject to a lawsuit for the collection of delinquent fees/ or dues. In all cases it becomes the Association's responsibility to initiate and finance a lawsuit.

The Association shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this article.

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 Association.

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

Non-association members' fee/dues deductions shall stop at the same time that dues deductions stop for Association members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, the amount of fee yet to be deducted shall be the annual fair share less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

Section 6: Legal Aspects of This Agreement

- (a) If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by court action or by reasons of any subsequent enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

Section 7: Previous Negotiations

- (a) All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties of this Agreement.

ARTICLE II — GRIEVANCE PROCEDURE

Section 1: Definition and General Provisions

- (a) The primary purpose of this procedure is to secure an equitable solution to grievance in an expeditious manner at the lowest administrative level.
- (b) A grievance is defined as a complaint involving the alleged violation, misinterpretation, or misapplication of a written provision of this negotiated agreement between the Board of Education and the Association.

- (c) A grievance can be filed by an individual member of the Association, by the Association, or by a group of members of the Association when identical circumstances have affected such members of the group.
- (d) Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- (e) Copies of all written decisions of grievances shall be sent to all parties involved: the UEA President, the aggrieved, the Treasurer, the Superintendent, and the appropriate administrator; and shall thereafter remain confidential.
- (f) During the adopted school year, "days" shall mean school days. During the summer vacation such "days" shall mean workdays (Monday through Friday) excluding legal holidays. The time limits set forth in this policy may be extended by mutual agreement of the Board and the Association.
- (g) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- (h) Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- (i) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present and attend.
- (j) The failure of the member or the Association to activate the grievance procedure at the informal level within twenty (20) working days from the date of action or inaction upon which the grievance is based shall make such action or inaction not grievable.
- (k) An employee or the Association must exhaust all steps of the grievance procedure before filing any legal action in the state or federal court alleging a violation of this agreement or their rights.
- (l) Throughout the grievance, the grievant will receive fair and prompt treatment without fear of reprisal; shall not be denied his/her legal rights to Association representation or legal advice or counsel at any or all levels.
- (m) In the event that discipline is issued, a bargaining unit member has twenty (20) days in which to file a grievance.

Section 2: Informal Level

- (a) An employee or group of employees who feel there is a grievance shall first meet informally with the principal or immediate supervisor in an effort to resolve the problem. At this informal meeting the employee or group of employees must indicate that the meeting is to be considered activation of the informal level of the grievance procedure.

Section 3: Formal Level - Step 1

- (a) If the grievance is not resolved at the informal level, the grievant shall within ten (10) days of the informal discussion submit a formal grievance, to the building principal, on the form which appears as Attachment A. Failure to appeal or submit shall make such action or inaction not grievable.
- (b) Within five (5) days after receipt of the formal grievance, the building principal or immediate supervisor shall meet with the grievant. The employee and Association shall be notified in writing of the time, place, and date of said meeting.
- (c) The building principal shall write a disposition of the grievance within five (5) days after the conclusion of the meeting.

Section 4: Formal Level - Step 2

- (a) If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may submit the grievance in writing on the form which appears as Attachment B to the superintendent within five (5) days of receipt of the disposition at Step 1.
- (b) Within five (5) days of receipt of the grievance form, the superintendent shall meet with the grievant. The employee shall be notified in writing of the time, place and date of said meeting.
- (c) The superintendent shall write a disposition of the grievance within five (5) days after conclusion of the meeting.

Section 5: Formal Level - Step 3

- (a) If the grievant is not satisfied with the disposition made by the superintendent, the grievant may submit the grievance in writing, on the form, which appears as Attachment C, to the Treasurer of the Board within five (5) days after receiving the written disposition of the superintendent.

- (b) The Board shall meet with the grievant to discuss the grievance in executive session unless otherwise required by law. Said meeting will be held within fifteen (15) days of receipt by the Treasurer of grievance.
- (c) The Board shall render a written decision at its next regular or special meeting, but not earlier than seven (7) working days following conclusion of the meeting at which the grievance was held.

Section 6: Formal Level - Step 4

- (a) If the grievant is not satisfied with the disposition of the grievance made by the Board, the grievant, through the Association, may request a hearing before an arbitrator within five (5) days after receipt of the disposition of the grievance in Step 3. The request should be in letter form to the superintendent.
- (b) The grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected using the Voluntary Arbitration Rules of the American Arbitration Association.
- (c) Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
- (d) The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
- (e) The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this negotiated agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue.
- (f) The costs for the arbitrator shall be paid by the losing party. When the grievant files for arbitration without the express written consent of the Association, he/she shall be liable for one-half the cost of the arbitration.
- (g) The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

ARTICLE III — NEW AND VACANT POSITIONS

Section 1: New and Vacant Positions

- (a) All hiring of certificated employees for the district shall be by the Board upon the recommendation of the Superintendent. Every attempt will be made to hire the most qualified individuals available as determined by the Board and Superintendent.
- (b) Newly created certificated positions which fall under the terms of this agreement or vacancies in existing positions which fall under the terms of this agreement shall be posted for ten (10) school days prior to filling the position. No interview can take place prior to posting. This includes both supplemental and teaching positions. Said postings shall be in the form of "Notices of Vacancy" and be posted on the bulletin board in each faculty lounge and school email. If the position becomes vacant during the summer recess and breaks during the school year, notification will also be made using an All Call phone message. The Association President shall receive a copy of the notice on or before the date of the posting.
- (c) Notices of Vacancy will set forth the department, grade level, building, subject(s) to be taught, certification required, performance expectations, qualifications, conditions of employment, and procedure for making application for the new or vacant position.
- (d) In the event a vacancy occurs during the summer recess, said position may be filled ten (10) days excluding Saturday, Sunday, and legal holidays, from the date of the posting. All vacancies which occur between August 5 and September 5 shall be filled in the following manner: The Superintendent will have the right to hire for the position a current unit member who has applied or hire an applicant who is not a current employee without posting the position. The same process will be used to fill the position left vacant, if the Superintendent filled the previously vacant position with a current unit member. This process will be used until September 6. Any vacancies existing or occurring after September 6 shall be filled according to the posting procedure set forth above.
- (e) Employees making application for a new or vacant position will be given consideration. In the event that two or more employees with the same certification have applied for the position, both persons will be given consideration. Any current employee who files timely application for a vacancy shall be granted an interview for the vacancy. If the employee is not selected, the Superintendent will notify the employee in writing of the decision within 10 days.

- (f) When a vacancy occurs due to retirement, disability, resignation, or termination during the school year, the position will be filled with a long-term substitute. If the Superintendent and Board of Education decide to replace the certificated employee, the vacancy will be posted by the first Monday in May.

ARTICLE IV — SENIORITY, REDUCTION IN FORCE, RECALL

Section 1: Seniority Provisions

- (a) Seniority shall be defined as the length of continuous full or part-time service as a teacher under a limited or continuing contract in the district. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.
- (b) Every teacher's name will appear in order of seniority on a list according to his or her areas of certification. Those teachers who are certified in more than one area shall have their names on each list for which they hold certification. Areas of certification shall be those areas in which the teacher is certified by the Ohio Department of Education, and for which the certificate is on file in the Treasurer's Office.
- (c) Seniority shall be determined by placing, according to respective areas of certification, those teachers serving under continuing contracts at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contracts, also in descending order of seniority.
- (d) If two or more teachers have the same length of continuous service, or if conflicts over seniority develop, seniority will be determined first by date of Board of Education hiring as stated in the Board minute book, secondly by date of valid district preliminary employment application as signed by the employee, and thirdly by a flip of the coin. These procedures will apply to both limited and continuing contract seniority.
- (e) The seniority list shall be prepared by the Treasurer no later than October 15 of each school year. The seniority list shall be reviewed by the President of the Association and by the Superintendent. When agreement on the accuracy of the list is reached, the seniority list shall be initialed by each, with a copy given to the Association President.

Section 2: Reduction In Force and Recall After Implementation of Ohio Teacher Evaluation System (OTES)

After the Ohio Teacher Evaluation System (OTES) procedures are created and implemented at United Local, the following provisions regarding reduction in force and recall shall be in effect:

(a) Reduction in Force

- (i) If the Board determines it necessary to reduce the number of Association positions under Section 3319.17 of the Ohio Revised Code, or for financial reasons, the reduction shall first be made through attrition resulting from resignations, retirement, and transfers. The Board may then suspend contracts to complete the reduction.
- (ii) Nothing herein shall preclude the lawful non-renewal or termination of a teacher's contract. Non-renewal, however, will not be used where Reduction In Force applies.
- (iii) In making a reduction in force, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within the teaching field affected, give preference to teachers on continuing contracts. Preference will not be given to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Preference will be given to the more senior teacher if their evaluations are comparable. The definition of the term "comparable" as applied to teacher evaluations is: A teacher who receives a rating above "Ineffective" in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.
- (iv) A teacher who is reduced in force will be placed on the recall list.
- (v) Before the Board suspends contracts pursuant to this section, the superintendent shall advise the Association that it has the right to appear before the Board to present written and/or oral arguments concerning the staff reduction.

(b) Recall

- (i) The names of teachers whose contract is suspended in a reduction in force will be placed on a recall list developed by the Treasurer, for up to 24 months from the first Monday in September of the following school year. The list shall be available to the Association upon request.
- (ii) No new teacher will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.

- (iii) Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
- (iv) If a vacancy occurs, the Board will send a certified letter to the last known address of all teachers (as on file in the central office) on the recall list who are certified for the position. It is the teacher's responsibility to keep the Board informed of his or her current address. A copy of the Recall List and last known addresses will be given to the Association President by the first Monday in October.
- (v) All teachers are required to indicate in writing to the superintendent their availability for the position. The response must be within five (5) working days of receipt of the certified letter. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within the five (5) working days, or who declines to accept the position, will forfeit all recall rights.
- (vi) A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff.
- (vii) Federal laws require employers to notify laid off personnel of their rights to benefits under the COBRA Act.

Section 3: Consolidation, Merger or Territorial Changes Affecting the District

- (a) This provision is intended by the parties to supersede and waive all rights of current and/or future employees prescribed in O.R.C. 3319.18 and related sections of the Ohio Revised Code and Ohio Administrative Code.
- (b) No person previously employed by a district from whom territory is transferred or with whom a merger or consolidation occurs shall be entitled to be employed in a bargaining unit position with the United Local School District due to his/her employment with the other affected district. Further, said persons shall not be entitled to fill vacant positions for which they are certified at the time of the territorial change nor shall they be placed on a recall list pursuant to Section 3 of this article. Additionally, said individuals shall not be entitled to fill vacancies which may occur in the future in teaching areas for which they are certified.

- (c) Should any person who was previously employed by a district from which territory is transferred or with which a merger or consolidation occurs be employed by the United Local Board of Education, or by legal order, said employees shall be granted a one (1) year limited teaching contract and shall only have the same legal employment rights as any other new teacher hired by the Board.

ARTICLE V — EMPLOYEE BENEFITS

Section 1: Sick Leave

- (a) Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave pay, for each year under contract, which shall be credited at the rate of one and one fourth days per month, with a total accumulation of no more than two hundred fifty-eight (258) days for the 2015-2016 school year, two hundred sixty (260) days for the 2016-2017 school year, and two hundred sixty-two (262) days for the 2017-2018 school year.
- (b) Each regular employee who renders part-time or hourly service, excluding substitutes, shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- (c) Each newly hired employee, and those employees whose sick leave accumulation falls to five or fewer days, shall be allowed an advance of five days to be charged against sick leave he or she subsequently earns. Any subsequent advancement will be limited to the number of days that can be earned back during the present school year.
- (d) Any employee absent days beyond his or her accumulated sick leave as of any date for reasons listed, or for any other reasons, shall receive salary deductions in accordance with the following formula: Divide the annual salary by the number of days required to be on duty to reach a daily rate, and multiply the daily rate times the number of days lost. Any deductions may be pro-rated, upon request, with approval of the superintendent.
- (e) Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employees immediate family. An employee may also use sick leave to attend the funeral of a close friend.
- (f) Sick leave for pregnancy shall be defined as an absence from school due to a disability from pregnancy or recovery therefrom. A teacher may use any accumulated sick leave for the period of disability for up to sixty (60) working days for maternity or in the event of the adoption of an infant without a

physician's statement as required in Article V, Section 1(h) of this Agreement. In the event that additional sick leave is needed due to complications from delivery, and with a doctor's statement, the employee may request additional sick leave.

- (g) For the purpose of this agreement, "immediate family" shall be interpreted to include parents, parents-in-law, children, siblings, grandchildren, grandparents, spouse, or anyone living in the same household who is related by blood or adoption.
- (h) Each employee shall furnish a written, signed statement on a form to be provided by the Board to justify the use of sick leave. If medical attention is required the employee's statement shall list the name and address of the attending physician, and the dates when he/she was consulted. If the employee is absent for five (5) consecutive workdays, or if the Superintendent has reasonable grounds to suspect abuse or falsification of sick leave, a physician's statement regarding the absence may be requested. Falsification of sick leave information on the district form is grounds for suspension or termination under Section 3319.16 of the Ohio Revised Code.
- (i) Any employee who has sick leave credit which was earned in other Ohio public agencies will receive credit in the United Local Schools according to the provisions in O.R.C. 3319.141, if the termination date of the other employment was less than ten (10) years prior to employment in the United District. A certificate, from the administrative office where the person was last employed, showing the number of such accumulated sick leave days, shall be presented by such person to the Treasurer.

Section 2: Leaves of Absence

- (a) Upon application to the Superintendent or designee and formal approval by the Board of Education, a teacher shall be granted a leave of absence for illness and or disability, enlistment in the Armed Forces of the United States, pregnancy/maternity and leave without pay. A leave of absence may be granted for educational purposes, serious illness in the immediate family, paternity, and/or adoption.
- (b) The Superintendent may approve unpaid leaves of absence of three (3) school days or less. The employees shall not be required to pay the Board portion of the insurance while on an unpaid leave of three (3) school days or less. The decision of the Superintendent shall not be subject to the grievance procedure.
- (c) Except as set forth in (b), all leaves of absence shall be without pay and benefits, and will be granted for a period of time not to exceed one year from the date of the leave. The Board shall consider a written request for up to a one-year extension of an approved leave.

- (d) Applications for all leaves of absence shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning date of the leave. This time line may be waived by mutual consent of both parties.
- (e) An application for leave of absence shall state the termination date of said leave. No teacher shall return to service prior to the termination date without the approval of the superintendent. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year. Any teacher who does not return to service at the stated termination date shall abandon his or her rights and privileges to employment.
- (f) A teacher on leave of absence shall notify the superintendent of his or her desire to return to work by March 15 on the year in which the leave is in effect. If the termination date of the leave is in the middle of a school year, the employee shall notify the superintendent of his or her desire to return to work within thirty (30) days of the end of the leave. These timelines may be waived by mutual consent of both parties.
- (g) No teacher shall be granted a leave to seek, pursue or engage in gainful employment unless expressly authorized in advance by the Superintendent.
- (h) Any teacher who uses a leave of absence for a purpose other than that stated in the approved leave application shall abandon his or her employment contract and all rights and privileges of employment in the district. Summer employment shall not be affected by this policy.
- (i) Any employee on approved leave of absence for more than six (6) days may have the option to pay for Board approved insurance while on leave. See Treasurer.

Section 3: Return of Teachers From Approved Leaves of Absence

- (a) Those teachers returning from Board approved leaves of absence and who have taught in the district for five (5) or more years shall be assigned to the same position from which leave was taken, provided the position has not been abolished. In that event, the teacher will be assigned to a position that is similar and for which he or she is certified.
- (b) Those teachers returning from Board approved leaves of absence and who have taught in the district for less than five (5) years may be assigned to the same position or one that is similar and for which he or she is certified.
- (c) Approved leaves shall not be consideration for advancement on the salary schedule, however, a leave of absence shall be counted for seniority purposes.

Section 4: Assault Leave

- (a) Assault leave shall be granted to employees who are absent due to physical disability or mental stress resulting from an assault which occurs in the course of, or arises out of their employment situation. Any assault that occurs involving a student and a teacher, or a student's parent and the teacher, regardless of time or location shall be presumed to have arisen out of the teacher/student/parent relationship, and thus arisen out of employment.
- (b) The employee shall sign a statement, Attachment D, giving details of the assault, and will provide a certificate from a licensed physician, Attachment E, stating the nature and estimated duration of the disability. This statement and certificate must be presented to the Treasurer within five (5) days of the assault. The employee shall also file a report of the assault with law enforcement.
- (c) The employee shall receive full pay and fringe benefits, not to be charged against sick leave, for no more than twenty (20) workdays while on leave. The twenty (20) days may be extended upon certification by the attending physician that additional days are necessary. In the event that the Board is not satisfied with the number of days certified by the attending physician, the Board may secure the opinion of an impartial physician prior to approving the leave.

Section 5: Personal Leave

- (a) Each certified employee shall be permitted three (3) days of personal leave with no loss of pay (two of which can be used for recreation purposes).
- (b) The employee shall not be required to state the reason for use of personal leave.
- (c) Notice of use of personal leave shall be three (3) days in advance except in an emergency. In that event, the notice shall be made at the earliest possible time.
- (d) In the event that the use of personal leave and professional leave on the same day may create a problem with the operation of the school, and upon proper notice by the Principal, the number of employees using personal leave shall be reduced according to the number of available substitutes; or the employee(s) may be requested to take the personal leave at another time.
- (e) Personal leave shall not be used to extend holidays but may be used in an emergency.
- (f) The Superintendent has the authority to approve or disapprove the use of personal leave but shall approve all personal leave if the use of the leave follows the provisions of this policy.

- (g) At the end of the school year, up to a maximum of three (3) unused personal leave days will be added to an employee's accumulated sick leave up to the maximum permitted by paragraph (a) of Section 1: Sick Leave.

Section 6: Association Leave

- (a) Two (2) teachers who are certificated delegates or representatives to the Ohio Education Association may attend conferences of the association not to exceed a total of two (2) days per delegate per school year. The Board will assume only the cost of the substitute. Other costs associated with the conferences will not be the responsibility of the Board. Requests for attendance at such conferences will be in accordance with district regulations, and on the "Conference Request" form.

Section 7: Jury Duty

- (a) The Board of Education will pay the employee his or her daily wages for jury duty. Employees called for jury duty, but not required to stay beyond the employee's lunch period, shall return to work for the remainder of their regular day.

Section 8: Family and Medical Leave ("FMLA")

New employees will be provided information regarding the FMLA during new employee orientation.

Section 9: Severance Pay

- (a) For all school years, for employees who retire, upon finalization of retirement from the State Teachers Retirement System, employees will be provided severance pay in the amount of twenty-five (25) percent of the employee's accumulated sick leave up to a maximum of sixty (60) days at the employee's per diem rate. Employees must be with the district for five (5) years before they are eligible for severance pay.

Fifty percent (50%) of the severance payment shall be deferred until January of the year following the year of actual retirement, provided a tax sheltered annuity is not used. The other fifty percent (50%) shall be paid within thirty (30) days of the effective date of the retirement.

- (b) Beginning with the 2015-16 school year and ending the 2017-18 school year, in addition to the severance pay set forth in paragraph (a), employees who have ten (10) or more years' experience in the District and from twenty-five (25) through thirty-six (36) years of total experience in the State Teachers Retirement System will be provided an incentive of an additional fifty (50) percent of accumulated sick leave up to a maximum of 60 days if the notice to retire is submitted to the Superintendent by November 1. If the notice to retire is submitted after

November 1 but before March 1, an incentive of an additional twenty-five (25) percent of accumulated sick leave up to a maximum of 60 days shall be paid to the employee.

Fifty percent (50%) of the severance payment shall be deferred until January of the year following the year of actual retirement, provided a tax sheltered annuity is not used. The other fifty percent (50%) shall be paid within thirty (30) days of the effective date of the retirement. Any retirement letter that is submitted to the Superintendent at any time cannot be retracted.

- (c) The maximum number of total combined days an employee shall receive for severance, including the incentive set forth in paragraph (a), is 85 days if the letter is submitted by November 1 and 80 days if the letter is submitted after November 1 but before March 1.
- (d) If the Superintendent is notified in writing by a teacher that is working fifty (50) percent or more of the work week that the staff member is retiring, the following incentives will be provided. Any retirement letter that is submitted to the Superintendent at any time cannot be retracted:
 - 1. For letters submitted on or before November 15 - \$1,000;
 - 2. For letters submitted from November 16 but prior to January 1 - \$500.

Section 10: Insurance Benefits

- (a) Until January 1, 2016, the Board will pay ninety percent (90%) of the premium for family and single health care costs including: hospitalization/major medical, dental, and vision insurance for all regular certificated staff who work more than 50% of the workweek. For employees who work 50% or less of the workweek, the Board will pay 50% of the premium for family and single hospitalization/major medical and dental insurance. A full-time employee's portion of the premium for a family plan shall not exceed \$200 per month, or \$100 per month for a single plan. The health insurance benefits are listed in Attachment I, Schedule of Benefits.
- (b) Insurance benefits will remain as set forth in the PASC non-grandfathered employee benefit plan until January 1, 2016. Effective January 1, 2016, the health insurance benefits are listed in Attachment J - Schedule of Benefits.
- (c) Effective January 1, 2016, bargaining unit members will move to a single \$500 deductible and family \$1000 deductible based on PASC benefit plan. Each bargaining unit member will have a Health Reimbursement Account (HRA). During the duration of this contract, all balances in each account will be rolled over into the next school year. Each year during the length of this contract, the Board will pay in to each account \$100 for single plans and \$200 for family plans.

(Members will have the opportunity to earn an additional \$400 for single and \$800 for family on their HRA through participation in the Vitality program at the single status earning rate.) Refer to Appendix - HRA.

- (d) The “prescription drug” program will remain at Rx A as presented in Appendix - Schedule of Benefits.
- (e) Dependents shall be defined by state and federal law.
- (f) The Board will pay \$4000 on an annual basis (in two (2) \$2000 installments March and September) to any employee in the District opting to be covered under another insurance plan. Employees must make their request through the benefit/deduction change form received in June. Employees electing to take this benefit may still participate in the life insurance program. In the event of a change in status through death, divorce, marriage, or if a spouse becomes unemployed, the employee will be given the option to enroll in the insurance plan. The \$2,000 payment will be made in March if no request for insurance coverage has been made for the preceding 6 month period of the contract year. Another \$2,000 payment will be made the following September if no request has been made for the preceding 6 month period. Payments will not be prorated. Any employee going from a family plan to a single plan or maintaining that request from prior years for the length of this contract will receive Three Thousand Dollars (\$3,000) each year they remain off the family plan through the 2017-2018 school year.
- (g) The Board will pay (its proportional cost of) the premium for only one family or two single hospitalization/major medical, prescription, visual and dental health plans for any married couple when both are employees of the Board.
- (h) The Board shall provide members the opportunity to participate in a \$125 premium only account plan.

Section 11: Term Life Insurance

- (a) The Board will pay 100 percent of the premium for term life insurance for all regular certificated staff who work more than 50% of the workweek. For employees who work 50% or less of the workweek, the Board will pay 50% of the premium for term life insurance. The employee shall pay the difference. The face value of the policy shall be \$40,000.

Section 12: Tuition Waiver

- (a) Members of the bargaining unit who are non-residents of the United Local School District shall be permitted to have their children attend school in the District tuition-free. However, the District shall not be responsible for the cost associated with post-secondary enrollment of a child enrolled under this provision.

Section 13: Resident Educator Program

- (a) The Resident Educator Program is for beginning teachers for the purpose of providing educators with coaching, mentoring and guidance which are critical to improving their skills, knowledge and student achievement. The Resident Educator Program will be administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.
- (b) Resident Educator Program Coordinator (REPC)

Eligibility criteria for selection as REPC shall be the same as the Resident Educator Mentor provided the REPC shall be required to have at least five (5) years of teaching experience in the United Local School District and to have completed all other training required of mentors prior to consideration as the REPC.

 - (i) The equivalent of one professional day per nine weeks will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.
- (c) Resident Educator Mentor
 - (i) Any teacher wishing to be considered to serve as a mentor for the Resident Educator Program shall teach in the United Local District, must meet ODE requirements for a mentor, and must have completed the mentor training provided by ODE.
 - (ii) The selection of mentors shall be the joint responsibility of the lead mentor and building administrators. If possible, assigned mentors shall be from the same building and grade level/subject matter as the resident educator. There shall be mentoring for every resident educator.
 - (iii) Should the mentor training occur during the summer, the Resident Educator mentor will be compensated at the negotiated hourly rate.
- (d) Mentors shall communicate directly with their resident educators and shall not discuss or report the performance progress of their resident educator to any administrator or other teacher, except for the lead mentor. No mentor shall participate in any evaluation of their resident educator nor make any recommendation regarding the continued employment of the new teacher.
- (e) The REPC, mentor, and resident educator will not be held responsible in the event that the District does not comply with the Resident Educator Program.

Section 14: Hiring/Rehiring

- (a) A teacher who is interested in retiring with the intent of being reemployed shall submit to the Superintendent a letter stating their intent by March 1st of the year of retirement. The Board is under no obligation to reemploy any retiring or retired teacher.
- (b) A rehired retiree shall be paid at a rate agreed upon by the retiree and the Board of Education. However, such rate shall not be less than the teacher educational level attained at Step 0 on the negotiated salary schedule. The salary agreed upon will not be dependent on the retiree's training or years of service in any Ohio public or private school.
- (c) Retirees hired under this provision shall receive a one-year contract, unless a contract of a greater length is agreed upon. The contract shall automatically expire at the end of its stated term without notice of nonrenewal.
- (d) The evaluation requirements of Article VI (9) shall not apply to any such retiree. Further, the retiree will not be eligible for a continuing contract, regardless of years of service with the Board of Education.
- (e) Retirees are eligible for supplemental contracts.
- (f) Although a retiree is entitled to accumulate sick leave, said retiree is not entitled to severance in accordance with this Negotiated Agreement. The parties specifically waive all rights for such employees, pursuant to Chapter 3317 of the Ohio Revised Code and all other laws related to teacher pay and benefits, as well as the provisions of O.R.C. §§3319.11 and 3319.111.

Section 15: Sick Leave Bank

- (a) The maximum number of sick leave days that any individual can deposit in the Sick Leave Bank is one (1) per school year. The total number of days that can be deposited in the Bank shall not exceed twenty (20) days per school year. The aggregate number of days that can be in the Sick Leave Bank at any time is twenty (20).
- (b) A day deposited in the Sick Leave Bank shall not be counted as using sick leave but shall reduce the number of days of accumulated sick leave of the donating individual(s).
- (c) When a member of the bargaining unit has exhausted all of his/her accumulated Sick Leave and sick leave advance, he/she may be entitled to Sick Leave days from the Sick Leave Bank for a catastrophic illness or injury.

- (d) Use of days from the Sick Leave Bank will be limited to catastrophic illness or injury of the bargaining unit member, spouse, children, or dependent. A doctor's statement is required with the application in order to be considered.
- (e) A unit member with an illness or injury that qualifies him/her for disability retirement in the State Teachers Retirement System is not eligible for days from the Sick Leave Bank.
- (f) The Bank shall be opened upon request of the individual, or a person representing the individual, or the UEA. The request shall state the reason for the need, including diagnosis and prognosis of the illness or injury, and the number of days needed.
- (g) The UEA shall establish a five (5) person committee that shall be responsible for notifying the Treasurer of the persons donating a sick leave day. This Committee shall evaluate requests for days from the Sick Leave Bank, and shall approve or disapprove the request. Requests will be approved only for catastrophic illness or injury.
- (h) The Committee may choose to meet with the individual needing the days or the person making the request. Action shall be by majority vote of the entire Committee.
- (i) The Committee shall keep the following records:
 - 1. Signed forms showing the names of the individuals requesting days from the Bank, the number of days requested, the dates requested, the reason for the request, and evidence of need.
 - 2. Copies of letters of acceptance or rejection of the request.
 - 3. Signed forms showing the names of those who contributed to the Bank, the date on which contribution forms are received, and the number of days contributed.
- (j) The Committee shall be responsible for keeping all records relevant to the Sick Leave Bank and shall give such to the District's Treasurer that he/she may deem necessary.
- (k) The Board and UEA agree that this "Sick Leave Bank" provision of the contract is a pilot program which shall be re-evaluated at the end of the contract.

Section 16: Perfect Attendance

- (a) Any current employee who has zero days of absence chargeable to Sick Leave and Personal Leave for the entire school year does not need to be present on the

last teacher work day at the end of the year. All necessary paperwork will still need to be turned in.

ARTICLE VI — OTHER GENERAL AGREEMENT PROVISIONS

Section 1: Board Policies

- (a) All Board policies concerning teachers will be given to the association president.

Section 2: Lunch Periods, Planning Time, Recess

- (a) All teachers will be provided a thirty (30) minute, duty-free lunch period.
- (b) High school, junior high, and elementary teachers will receive a planning period.
- (c) All teachers will be assigned to supervise homeroom, bus, recess, cafeteria or other duties when not assigned a regularly scheduled class. This time will not interfere with their regularly scheduled lunch period and plan/conference period.

Section 3: School Calendar

- (a) A committee, including two (2) elementary and two (2) high school/junior high school teachers to be selected by the Board of Directors, shall meet with the superintendent at a mutually agreed upon time between January 1 and April 1 of each school year so that the Association and Superintendent may agree upon a calendar to be presented to the Board of Education for its consideration no later than June 1 of each school year. The calendar developed by the calendar committee will include the proposed schedule for any required make-up days.
- (b) The superintendent shall have the option to appoint two (2) parents, two (2) classified staff members, and both building principals to the committee.
- (c) Teachers shall be required to work 184 days during each contract. Four (4) of those days shall be professional days as listed on the school calendar, with the length of the workday to be as outlined in Article VI, Section 7.
- (d) If the Board of Education determines that days will be added to extend the length of the school year, the administration and UEA will mutually agree on how to adjust the calendar and salary.
- (e) Attendance When Schools are Closed for Emergencies: Bargaining unit members shall not be required to report to or remain at work when the school(s) are officially closed.

Section 4: Staff Development

- (a) Teachers may be reimbursed for courses taken in their area of certification such as a major or minor, in an area of additional certification such as counseling or supervision/administration, or for courses designed to improve instruction.
- (b) Stipends shall not be paid for additional undergraduate work.
- (c) All courses taken must have the approval of the superintendent, on or before the first night of class, for reimbursement to be issued.
- (d) Reimbursement will be at the rate of One Hundred Dollars (\$100) per quarter hour or One Hundred Fifty Dollars (\$150) per semester hour.
- (e) The Board will pay for a maximum of thirteen (13) semester hours or twenty (20) quarter hours per school year. A school year is defined as September through August.
- (f) A maximum of fifty (50) quarter hours or thirty-three (33) semester hours will be permitted per employee.
- (g) Reimbursement will be made in one lump sum within sixty (60) days of receipt by the Treasurer of an official university transcript or grade slip. In order for reimbursement to be made, said grade slip or transcript must be received by the treasurer within 60 days of the last day of the term for the course.
- (h) Reimbursement for courses taken during the summer shall not be provided for under this policy if the teacher does not return to work in the district for the subsequent school year.
- (i) The Board shall allocate \$20,000 each year of the contract for tuition reimbursements. As soon as the allocated funds are depleted, reimbursement requests will be denied.

Section 5: Substitute Pay For Teachers

- (a) Teachers asked to substitute during their preparation and conference period, for any teacher, will receive substitute pay for that time. Said pay will be at the rate of Twenty Dollars (\$20.00) for all high school, junior high and elementary teachers.

Section 6: Personnel Files

- (a) One official personnel file shall be maintained by the school district for each employee of the district. It shall be located in the Treasurer's office and

maintained by appropriate central office staff under the supervision of the Treasurer.

- (b) Each item inserted into the file, beginning with those inserted after September 1, 1982, shall indicate its date of origin and the date it was inserted into the files.
- (c) Each employee shall have the right to review, in the presence of an administrator or the Treasurer, the contents of his/her own personnel file. Letters of reference and other previously agreed upon confidential material shall not be viewed by the employee.
- (d) Each employee shall have the opportunity to read material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in the personnel file. The employee may acknowledge reading the material by signing the copy to be inserted in the file. The signature shall not indicate agreement with the content of the material, but only that the material has been reviewed. A copy of the material shall be given to the employee upon request.
- (e) Each employee shall have the opportunity to reply to such derogatory material in a written statement to be attached to the file copy.
- (f) Anonymous letters or material shall not be placed in the employee's personnel file.
- (g) Personnel files shall remain confidential except to the extent required by the Ohio Public Records law, or court order. Current employees will be informed in writing within two (2) working days after records are inspected by anyone other than administrators, supervisors or auditors.

Section 7: School Days

- (a) The length of the normal teacher workday, including lunch, shall not exceed 7 hours. However, the District may schedule days required to be made up in whole-day increments or in thirty (30) minute increments with notice to the Association President.

Section 8: Sequence of Contracts

- (a) A teacher serving under a limited contract and not eligible for a continuing contract shall be considered, at the expiration of his present limited contract, for a two-year limited contract, providing the following qualifications have been met:
 - 1. The teacher has served at least three consecutive years under one-year limited contracts.

2. The teacher is recommended, on the basis of evaluation, for a two-year contract by his/her immediate supervisor.
 3. Nothing herein shall preclude the Board from continuing to offer the teacher one-year contracts.
 4. A limited contract carries no right or obligation that the contract will be renewed upon its expiration.
- (b) Eligibility for a continuing contract shall be determined in accordance with applicable Ohio Revised Code sections. Actual awarding of a continuing contract will be according to the following guidelines:
1. Teachers who meet all legal qualifications or requirements and become eligible for a continuing contract but who have, in the opinion of their principal and superintendent, certain other deficiencies, will be notified of such deficiencies in writing by the superintendent on or before April 30. They may then be granted one more limited one or two year contract. If they are re-employed at the end of the additional limited contract period, they will then be granted a continuing contract. An exception to this provision will be if the Board rejects by a vote of three-fourths of its full membership the superintendent's recommendation for a continuing contract.

Section 9: Teacher Evaluation

(a) Evaluation Purpose

1. OTES will be compliant with O.R.C. 3319.112 and O.R.C. 3319.114 and any legal or mandated changes through ODE that may occur.
2. It is understood that video or audio devices will not be used to collect teacher performance evidence as it relates to OTES unless it is mutually agreed upon.
3. Any OTES evaluation information will be reflected in the District OTES policy.
4. Any legislative changes that may occur that affect teacher evaluation will become effective the following school year unless mutually agreed upon.
 - A. This program for the evaluation of teaching services has been designed for the purpose of maintaining and improving the quality of instruction at United Local Schools. This article applies to teachers who spend half (50%) or more of their work time

instructing students but does not include substitute teachers or adult education instructors.

- B. All evaluators shall be credentialed as per O.R.C. 3319.111(D). United administration will make every attempt for staff to be evaluated by a United administrator who is employed under an administrative contract with the Board. The United Board and Association will have an MOU if a situation would arise if the United administration cannot perform an evaluation.
- C. The bargaining unit member evaluation process is further designed to guarantee the fair and orderly evaluation of staff for the purpose of contract recommendations.
- D. All evaluations, observations and walkthroughs will be recorded on ODE forms. Teachers will receive feedback on walkthroughs and observations. Walkthroughs may be conducted in each evaluation cycle.
- E. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument.
- F. All information necessary to complete the evaluation cycle(s) will be stored electronically in eTPES.
- G. A staff member's evaluation will take place throughout the entire school year.

(b) Application

The teacher evaluation procedure contained in this agreement applies to the employees of the District as defined by O.R.C. Teachers not subject to the OTES Evaluation Procedure shall be evaluated with the Evaluation Procedure according to Ohio Revised Code, but with OTES timelines.

(c) OTES Committee

- 1. The Association and the Board will establish one District committee. The purpose of the committee will be for establishing procedures and processes and to make recommendations to the Superintendent for policy review involving the evaluation instrument for the evaluation of teachers in the District in accordance with O.R.C. and facilitating the student growth measure process. The OTES Committee will consist of three (3) Association members which will be selected by the Association President and three (3) administrators. The OTES Committee should be named and in place by the first teacher in-service day.

2. The committee shall discuss and attempt to resolve any OTES related concerns by majority vote of the committee. If the OTES Committee cannot agree on a specific area, then it may be appealed to the Superintendent. The Superintendent's decision will be final.
3. Any untrained committee members shall be trained in OTES at the expense of the District every three (3) years.

(d) Standards-Based Teacher Evaluation Process

1. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on teacher performance and student growth.
2. The specific standards and criteria for distinguishing between these ratings of performance shall be the same as those developed by the State Board of Education. An agreed upon percentage of each evaluation will be based upon teacher performance and percentage on multiple measures of student growth, unless both parties agree to an alternative framework. The percentage will be determined by the OTES Committee unless specifically mandated by law.

(e) Assessment of Teacher Performance

1. Teacher performance will be evaluated during formal observations and informal observations known as classroom walkthroughs. Such performance will comprise of a percentage of a teacher's effectiveness rating which will be assessed through a holistic process by the credentialed evaluators based upon the Ohio Standards for the Teaching Profession.
2. In evaluating teacher performance the Board shall utilize the measures set forth by the Ohio Department of Education's OTES Teacher Performance Evaluation Rubric for instructional planning, instruction and assessment, and professionalism.
3. A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument.

(f) Schedule of Evaluation

All instructors who meet the definition of "teacher" under this agreement shall be evaluated based on O.R.C. requirements.

(g) Finalization of Evaluation

1. Written Report - Before the evaluation cycle is final and not later than May 10th, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and evaluator.
2. The evaluation report shall be completed by May 10th, signed by both parties, and filed with the Superintendent.
3. The Superintendent shall annually file a report to the Ohio Department of Education including only the following information: the number of teachers for who an evaluation was conducted as well as the number of teachers assigned each rating aggregated by teacher preparation programs and the years in which the teachers graduated. The name of or any other personally identifiable information about any teacher to whom this policy applies will not be reported to ODE.
4. The teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.
5. The District shall submit the final summative rating of teacher effectiveness to ODE as determined by the Ohio Revised Code.

(h) Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties shall be provided to the teacher.

(i) Evaluator Change Request

Teachers who are rated ineffective/developing, or as defined by O.R.C., for two (2) continuous years and disagree with the level of student growth, the rating of performance and/or the summative evaluation rating in writing and given to the principal, shall be allowed to request a different evaluator for the following school year, and such request shall be considered by the District.

(j) Formal Observation Procedure

1. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal observations unless otherwise agreed to by the teacher. Teachers shall not receive a formal observation on a day before the following: the administration of standardized testing; a holiday or any break from

scheduled school days (excluding weekends); or any approved absences of three or more days and is mutually agreed to by the teacher and evaluator.

2. Observation Conference: All formal observations shall be preceded by a pre-observation conference at least one (1) day prior to the observation.
3. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within five (5) working days following the formal observation.

(k) Informal Observations/Classroom Walkthrough Procedure

1. A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:
 - A. Evidence of planning,
 - B. Lesson delivery,
 - C. Differentiation,
 - D. Resources,
 - E. Classroom environment,
 - F. Student engagement,
 - G. Assessments,
 - H. Or any other component of the standards and rubrics approved for teacher evaluation.
2. Walkthroughs will consist of at least three (3) minutes but not more than twenty (20) minutes. Data gathered shall be placed on the walkthrough electronic form and emailed to the teacher within three (3) days. Teachers shall have the opportunity to respond to feedback.
3. Walkthroughs shall not be conducted on the day preceding any holiday or recess recognized on the District calendar.

(l) Assessment of Student Growth

1. In determining student growth measures, the Board will adopt the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) defined points in time. Students who have excused or unexcused absences of forty-five (45) or more days shall not be included in the growth measure calculation.
2. Each teacher and/or grade level shall submit Student Growth Measure Plan for the following year to the OTES Committee by the beginning of

the next school year. Such plans shall be in compliance with the requirements of ORC 3319.11 and 3319.112.

3. Job sharing arrangements - The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and the administration.
4. Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

(m) Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the final summative rating above, each teacher must develop either a professional growth plan or professional improvement plan.

(n) Nonrenewal

1. The nonrenewal of a teacher shall be in accordance with the Ohio Revised Code 3319.111 and 3319.11(D) and any applicable provisions of the Collective Bargaining Agreement between the Board and the United Education Association.
2. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.

(o) Compliance with Ohio Revised Code

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss the topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire agreement.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code section 4117.14(D)(2).

(p) Definitions

1. Teacher - for the purpose of this policy, a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
2. Credentialed Evaluator - Any person trained to be a credentialed evaluator holding a license under O.R.C. 3319.22 who is an administrator. (For special education teachers, the Special Education Supervisor may be considered to be the “immediate supervisor.”)
3. Core Subject Area - refers to reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Arts, and History.
4. Electronic Teacher and Principal Evaluation System (“eTPES”) - is the electronic system used by the District to report the final evaluation grade to ODE.
5. Evaluation Cycle - is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.
6. Evaluation Framework - means the document created and approved by the ODE in accordance with O.R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under O.R.C. 3319.112.
7. Alternative Framework - an alternative framework for evaluation may be used in which the teacher performance measure would account for a percentage and the SGM would account for percentage. The remaining percentage would be comprised of one of the ODE approved alternate components. The percentages will be determined annually by the Superintendent and the Association president.
8. Student Growth - for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more defined points in time.
9. Teacher Performance - is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, walkthroughs and

evidence of a teacher's practice that are performed by a credentialed evaluator.

Section 10: Non-Renewal

- (a) For teachers who have worked in the District under a limited contract for a period of less than four (4) years, the following procedure will be followed by the Board to effect a nonrenewal of such employees' limited teaching contracts:
 - 1. Such teachers will be notified by the Superintendent in advance of the Board meeting that their limited teaching contract may be nonrenewed.
 - 2. Such teachers will be given reasons for the recommendation of nonrenewal by the Superintendent.
 - 3. Teachers whose contracts may be nonrenewed shall be entitled upon written request to meet with the Superintendent prior to Board action on their contract and may be accompanied to the meeting by one (1) representative of their choosing.
 - 4. This procedure shall not create any expectancy of continued employment nor shall it prevent the Board from making the final decision regarding renewal or nonrenewal of such employees' limited teaching contract.
- (b) For teachers who have worked in the district for a period of four (4) or more years, the following procedure will be followed by the Board to effect a nonrenewal of such employees' limited teaching contracts:
 - 1. The Board shall follow all procedures prescribed in O.R.C. 3319.11 with the exception that the evaluation procedure which appears in Article VI, Section 9 of the Agreement shall supersede the statutory evaluation procedure prescribed in O.R.C. 3319.111. Further, the negotiated evaluation procedure shall replace and supersede O.R.C. 3319.111 as referenced in O.R.C. 3319.11.

Section 11: LPDC

- (a) Any changes to the LPDC guidelines approved through the 1998 Board approved LPDC Resolution and included in the United LPDC manual will occur only through recommendations by the United Local Professional Development Committee. This includes, but is not limited to the number of members, the length of terms, the manner of filling vacancies, and the frequency of meetings. The LPDC committee will also establish the procedures whereby Board employees may become and/or maintain the designation of "Master Teacher." The Master Teacher committee members will be paid at the current negotiated hourly compensation rate.

Section 12: FBI Check Reimbursement

- (a) The Board will provide reimbursement for FBI checks up to a maximum of \$25.00 per bargaining unit member within each license/certificate cycle or every five (5) years for those with a permanent certificate.

Section 13: Direct Deposit

- (a) Direct deposit of payroll will be mandatory for all Association members.

ARTICLE VII — SALARY SCHEDULE PROVISIONS

Section 1: Salary Schedule and Index

- (a) The base salary shall be \$31,407 for the 2015-16 school year, \$32,349 for the 2016-17 school year, and \$33,319 for the 2017-18 school year. A 1% signing stipend is to be paid at the bargaining unit member's salary at the close of negotiations.
- (b) The Master plus 15 column on the salary schedule shall have the following qualifications:
 - 1. To be eligible for placement in the Master plus 15 column, teachers employed prior to June 1, 1982 must hold a Masters degree in the area of education and have earned 15 graduate semester hours or the equivalent of 23 quarter hours in addition to the hours required for the masters degree, regardless of whether such additional hours are earned before, during, or after earning the Masters degree. Hours counted in attainment of the Masters degree shall not be counted again for the Masters plus 15.
 - 2. Teachers employed after June 1, 1982 shall be eligible for placement in the Masters plus 15 column upon attainment of Masters degree and 15 graduate semester or the equivalent 23 quarter hours in the area of education provided the 15 graduate semester or equivalent 23 quarter hours were taken after attainment of the Master's degree.

Section 2: Supplemental Salary Schedule

- (a) Attached to this article is the certified supplemental salary schedule (Attachment H).
- (b) Employees who resign or are terminated from a supplemental contract position, but are later re-employed in that same supplemental position, shall be granted

credit for past experience up to five (5) years, providing the experience has been within the past ten (10) years.

The same supplemental contract shall mean experience in the same supplemental category, i.e. different levels of cheerleading advisor, football, basketball, etc., with the exception of head coaching positions. In the case of assistant coaches who resign to become head coaches in the same supplemental category, the coach will be placed on the supplemental schedule at Step 1 or at a step which assures that the coach will not receive a reduction in pay as a result of the transfer.

Varsity head coaching experience in the same sport will be accepted for placement on the supplemental index for the length of this contract.

- (c) Employees who resign or are terminated from a supplemental contract position, but are later re-employed in a different supplemental position shall be granted no experience, and begin at Step One (1) on the supplemental salary schedule.
- (d) Teachers are expected to contribute their normal share of time for extra-curricular activities without additional payment. Examples of these expected activities which result in a need for a teacher to return to school include, but are not limited to, the annual PTO Open House, high school dances, junior high activity nights, elementary Christmas and Spring programs, kindergarten orientation, commencement, and voluntary presentations to the Board of Education or community groups.
- (e) Teachers assigned extra-curricular activity responsibility, as defined in paragraph (d), more than three (3) times during the course of a school year shall be compensated at the rate of \$9 per hour. Excluded from this compensation plan are those teachers who hold supplemental contracts for extra-curricular activities and those who voluntarily attend or participate in extra-curricular activities. Teachers will make application with the building principal, for payment, at the end of each school year.
- (f) Effective July 1, 1983 all supplemental contract holders completing Step 5 on the supplemental salary schedule will receive an increase equal to the percentage increase on the base granted teachers in negotiations, not to exceed 10%.
- (g) Compensation for newly created supplemental positions shall be negotiated with the Association prior to posting and filling of those positions.
- (h) Supplemental contracts shall automatically expire at the end of the school year for which it was awarded without further action by the Board or notice to the employee.

Section 3: Lateral Movement on the Teaching Salary Schedule

- (a) Teachers receiving additional training credits shall be permitted to make a lateral move on the teaching salary schedule, providing all work is completed according to guidelines set forth in Section 1 of this Article.
- (b) Teachers who qualify for lateral movement on the salary schedule shall be granted lateral movement effective with either the first (1st) or thirteenth (13th) pay day of the school year.
- (c) Teachers who qualify for a lateral movement on the salary schedule shall turn into the Treasurer at least five (5) days prior to the Board meeting immediately prior to the first (1st) or thirteenth (13th) pay day an official university transcript certifying completion of the work.

Section 4: Military Service Credit

- (a) A maximum of five years military service credit will be given where applicable.

Section 5: STRS Employee Contributions

- (a) The Board agrees as a condition of employment to treat employee contributions to the State Teachers Retirement System as an annuity in accordance with State Teacher Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies that the Board will contribute any portion of the employee's share of retirement contributions.
- (b) The Board shall report for Federal and State income tax purposes as the employee's gross income said employee's total annual salary less that amount of the STRS contribution.
- (c) The employee's salary shall be used as the basis for calculating daily rate of pay, workers' compensation and unemployment compensation benefits.
- (d) The contribution percentage shall apply uniformly to all members of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of this policy.
- (e) This policy shall become effective at the earliest possible date according to STRS regulations.

Section 6: Home Instructor Tutor

- (a) Those teachers regularly employed by the District who perform home instructor duty as assigned or are hired as tutors outside of the regular school day shall be

paid at the current negotiated hourly compensation rate, together with mileage in accordance with this Agreement.

Section 7: College Credit Plus Courses

- (a) Any classes offered by the District to students through the College Credit Plus program shall first be offered to bargaining unit members in accordance with this article. If no bargaining unit member is interested in the position or qualified, pursuant to the requirements of the program, the Board may arrange for such classes to be taught by non-bargaining unit members.
- (b) Bargaining unit members who accept such positions may be observed by the sponsoring college or university, but such observations will be between the college and the bargaining unit member and will have no impact on the bargaining unit member's District performance evaluation. Bargaining unit members will also be compensated \$1000 for each class taught for dual credit.

ARTICLE VIII — DURATION

Unless otherwise indicated, this agreement shall be effective from the first workday of the 2015-2016 school year and shall continue in full force and effect through August 31, 2018.

The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operations of all schools and to make decisions and policies not inconsistent with the terms of this agreement. Should there be a conflict between any provision of this agreement and any Board policy or practice, then this agreement shall prevail.

Signed this 18 day of November, 2015.

United Board of Education

Michael Ellyson
President

[Signature]
Superintendent

Melissa Baker
Treasurer

United Education Association

[Signature]
President

[Signature]
Team Member

Curtis A. Jones
Team Member

GRIEVANCE REPORT FORM

Formal Level - Step 1

Grievance # _____ United Education Association

Date Filed: _____ Building _____

Name of Grievant: _____ Signature _____

I. Date of alleged violation: _____

II Date of informal grievance meeting: _____

III. Section or subsection of the negotiated agreement alleged to have been violated:

IV. Statement of grievance:

V. Relief sought:

VI. Disposition of building principal: (in writing)

GRIEVANCE REPORT FORM

Formal Level - Step 2

Grievance # _____ United Education Association

Date Filed: _____ Building _____

Name of Grievant: _____ Signature _____

I. Date of alleged violation: _____

II Date of Step 1 Grievance Meeting: _____

III. Date of Step 1 Determination: _____

IV. Section or subsection of the negotiated agreement alleged to have been violated:

V. Statement of grievance:

VI. Relief sought:

VII. Disposition of superintendent: (in writing)

GRIEVANCE REPORT FORM

Formal Level - Step 3

Grievance # _____ United Education Association

Date Filed: _____ Building _____

Name of Grievant: _____ Signature _____

I. Date of alleged violation: _____

II Date of Step 2 Grievance Meeting: _____

III. Date of Step 2 Determination: _____

IV. Section or subsection of the negotiated agreement alleged to have been violated:

V. Statement of grievance:

VI. Relief sought:

VII. Disposition of Board: (in writing)

ASSAULT STATEMENT

DATE: _____

TO WHOM IT MAY CONCERN:

I, _____, a certificated employee in the United Local
(Certificated Employee)

School District was assaulted by _____ in the manner
(Student)

describe below:

Signed: _____
(Certificated Employee)

ASSAULT CERTIFICATE

DATE _____

TO WHOM IT MAY CONCERN:

I, _____, licensed physician in the State of Ohio, did
(Licensed Physician)

examine and found that _____ received the following
(Certificated Employee)

injuries/mental stress as a result of an assault upon him/her:

It is my recommendation that he/she not report to work during the period:

Signed _____
(Licensed Physician)

United Local School District
 8143 State Route 9
 Hanoverton, Ohio 44423

TEACHER EVALUATION

NAME _____

SCHOOL YEAR _____

SCHOOL _____

ASSIGNMENT _____

1.	PLANNING AND PREPARATION	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	COMMENTS
	A. Demonstrates knowledge and use of content and pedagogy.				
	B. Demonstrates knowledge of students.				
	C. Selects instructional goals.				
	D. Demonstrates knowledge and use of resources.				
	E. Designs coherent instruction.				
	F. Assesses student learning.				
2.	CLASSROOM ENVIRONMENT				
	A. Creates an environment of respect and rapport.				
	B. Establishes a culture for learning.				
	C. Manages classroom procedures.				
	D. Manages student behavior.				
	E. Organizes physical space.				
	F. Promotes a pleasant physical climate.				

United Local School District
 Teacher Evaluation
 Page 2

		EXCEEDS EXPECTA- TIONS	MEETS EXPECTA- TIONS	NEEDS IMPROVE- MENT	COMMENTS
3.	INSTRUCTION				
	A. Communicates clearly and accurately.				
	B. Utilizes higher level questioning and discussion techniques.				
	C. Engages students in learning.				
	D. Provides feedback to students.				
	E. Demonstrates flexibility and responsiveness.				
4.	PROFESSIONAL RESPONSIBILITIES				
	A. Reflects on teaching.				
	B. Maintains accurate records.				
	C. Communicates with families.				
	D. Follows established policies of the school and district.				
	E. Grows and develops professionally.				
	F. Shows professionalism through appearance, action, and speech.				
	G. Shows interest in individual students.				
	H. Demonstrates knowledge and use of current technology.				

Employment Recommendations: _____

Goals for next year: _____

Absences to date: _____

Teacher Response: (Staple an additional page if more room is needed)

Teacher signature: _____

Date _____

Administrator's signature: _____

Date _____

**UNITED CERTIFICATED STAFF
SALARY SCHEDULE
FY 16 - 3% Effective August 2015**

BASE: \$31,407

EXPERIENCE	BACHELORS	150 HOURS	MASTERS	M+15
0	31,407 1.00	32,977 1.05	34,547 1.10	36,589 1.165
1	32,663 1.04	34,547 1.10	36,275 1.155	38,316 1.22
2	33,919 1.08	36,118 1.15	38,002 1.21	40,044 1.275
3	35,176 1.12	37,688 1.20	39,730 1.265	41,771 1.33
4	36,432 1.16	39,258 1.25	41,457 1.32	43,498 1.385
5	37,688 1.20	40,829 1.30	43,184 1.375	45,226 1.44
6	38,944 1.24	42,399 1.35	44,912 1.43	46,953 1.495
7	40,201 1.28	43,969 1.40	46,639 1.485	48,680 1.55
8	41,457 1.32	45,540 1.45	48,366 1.54	50,408 1.605
9	42,713 1.36	47,110 1.50	50,094 1.595	52,135 1.66
10	43,969 1.40	48,680 1.55	51,821 1.65	53,863 1.715
11	45,226 1.44	50,251 1.60	53,549 1.705	55,590 1.77
12	46,482 1.48	51,821 1.65	55,276 1.76	57,317 1.825
13	47,738 1.52	53,391 1.70	57,003 1.815	59,045 1.88
18	48,995 1.56	54,962 1.75	58,731 1.870	60,772 1.935
22	50,565 1.61	56,846 1.81	60,772 1.935	62,814 2.000
27	52,135 1.66	58,731 1.87	62,814 2.00	64,855 2.065

**UNITED CERTIFICATED STAFF
SALARY SCHEDULE
FY 17 - 3% Effective August 2016**

BASE: \$32,349

EXPERIENCE	BACHELORS	150 HOURS	MASTERS	M+15
0	32,349	33,967	35,584	37,687
	1.00	1.05	1.10	1.165
1	33,643	35,584	37,363	39,466
	1.04	1.10	1.155	1.22
2	34,937	37,202	39,143	41,245
	1.08	1.15	1.21	1.275
3	36,231	38,819	40,922	43,024
	1.12	1.20	1.265	1.33
4	37,525	40,437	42,701	44,804
	1.16	1.25	1.32	1.385
5	38,819	42,054	44,480	46,583
	1.20	1.30	1.375	1.44
6	40,113	43,671	46,259	48,362
	1.24	1.35	1.43	1.495
7	41,407	45,289	48,039	50,141
	1.28	1.40	1.485	1.55
8	42,701	46,906	49,818	51,920
	1.32	1.45	1.54	1.605
9	43,995	48,524	51,597	53,700
	1.36	1.50	1.595	1.66
10	45,289	50,141	53,376	55,479
	1.40	1.55	1.65	1.715
11	46,583	51,759	55,155	57,258
	1.44	1.60	1.705	1.77
12	47,877	53,376	56,935	59,037
	1.48	1.65	1.76	1.825
13	49,171	54,994	58,714	60,817
	1.52	1.70	1.815	1.88
18	50,465	56,611	60,493	62,596
	1.56	1.75	1.870	1.935
22	52,082	58,552	62,596	64,698
	1.61	1.81	1.935	2.000
27	53,700	60,493	64,698	66,801
	1.66	1.87	2.00	2.065

**UNITED CERTIFICATED STAFF
SALARY SCHEDULE
FY 18 - 3% Effective August 2017**

BASE: \$33,319

EXPERIENCE	BACHELORS	150 HOURS	MASTERS	M+15
0	33,319	34,985	36,651	38,817
	1.00	1.05	1.10	1.165
1	34,652	36,651	38,484	40,650
	1.04	1.10	1.155	1.22
2	35,985	38,317	40,317	42,482
	1.08	1.15	1.21	1.275
3	37,318	39,983	42,149	44,315
	1.12	1.20	1.265	1.33
4	38,651	41,649	43,982	46,147
	1.16	1.25	1.32	1.385
5	39,983	43,315	45,814	47,980
	1.20	1.30	1.375	1.44
6	41,316	44,981	47,647	49,813
	1.24	1.35	1.43	1.495
7	42,649	46,647	49,479	51,645
	1.28	1.40	1.485	1.55
8	43,982	48,313	51,312	53,478
	1.32	1.45	1.54	1.605
9	45,314	49,979	53,145	55,310
	1.36	1.50	1.595	1.66
10	46,647	51,645	54,977	57,143
	1.40	1.55	1.65	1.715
11	47,980	53,311	56,810	58,975
	1.44	1.60	1.705	1.77
12	49,313	54,977	58,642	60,808
	1.48	1.65	1.76	1.825
13	50,646	56,643	60,475	62,641
	1.52	1.70	1.815	1.88
18	51,978	58,309	62,307	64,473
	1.56	1.75	1.870	1.935
22	53,644	60,308	64,473	66,639
	1.61	1.81	1.935	2.000
27	55,310	62,307	66,639	68,805
	1.66	1.87	2.00	2.065

**UNITED LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2016-2018**

GRADE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GRADE 0:	BASKETBALL – Head Varsity B/G FOOTBALL – Head Varsity	5,302	5,700	6,128	6,587	7,081
GRADE 1:	BAND DIRECTOR	4,462	4,797	5,157	5,543	5,959
GRADE 2:	SOCCER - Head TRACK - Head Varsity B/G VOLLEYBALL - Head Varsity	3,616	3,887	4,179	4,492	4,829
GRADE 3:	ATHLETIC DIRECTOR – Assistant BAND DIRECTOR – Assistant BASEBALL & SOFTBALL - Head BASKETBALL – Asst. Varsity B/G COMM. ED. COORDINATOR FOOTBALL – Assistant Varsity	2,770	2,978	3,201	3,441	3,700
GRADE 4:	BASKETBALL – 9th Grade B/G CHEERLEADING - Varsity BKB CHEERLEADING – Varsity FB CHORUS DIRECTOR - High School CROSS COUNTRY- Head FOOTBALL - 9th Grade GOLF SOCCER - Assistant* SOFTBALL/BASEBALL - Assistant* TECHNICAL ADVISOR TENNIS - Head B/G TRACK - Assistant Varsity B/G TRACK ORGANIZER VOLLEYBALL – Assistant Varsity YEARBOOK ADVISOR	2,046	2,199	2,364	2,541	2,732

GRADE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GRADE 5:	BASKETBALL – 7th Grade B/G BASKETBALL – 8th Grade B/G CHORUS DIRECTOR – Jr. High CLASS ADVISOR - JUNIOR FOOTBALL – 7th & 8th Grade PLAY DIRECTOR PLAY DIRECTOR - MUSICAL TRACK – 7th & 8th Grade B/G VOLLEYBALL – 7th & 8th Grade VOLLEYBALL - 9th Grade	1,685	1,811	1,947	2,093	2,250
GRADE 6:	CHEERLEADING – 7th & 8th Grade: Fall & Winter (split stipend if divided) CHEERLEADING - 9th Grade CLASS ADVISOR - SENIOR CROSS COUNTRY - Assistant FOOTBALL - Asst. 7th & 8th Grade MAJORETTE/FLAG ADVISOR NEWSPAPER ADVISOR PLAY DIRECTOR - Assistant RURITEEN ADVISOR STUDENT COUNCIL – High School TRACK – Asst. 7th/8th Grade B/G	1,203	1,293	1,390	1,495	1,607
GRADE 7:	ACADEMIC CHALLENGE CLASS ADVISOR - FRESHMAN CLASS ADVISOR - SOPHOMORE COMMUNITY OUTREACH COORDINATOR FCCLA INTERACT ADVISOR KEY CLUB ADVISOR TV STUDIO ADVISOR VOLUNTEER COORDINATOR WEIGHT LIFTING	842	906	974	1,047	1,125
GRADE 8:	PBS COORDINATOR SAP COORDINATOR - Elementary STUDENT COUNCIL - Elementary	482	518	557	599	644

GRADE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GRADE 9:	ASL CLUB ADVISOR CHORUS - 6th Grade FRENCH CLUB ADVISOR NHS ADVISOR SAP COORDINATOR - Jr. & Sr. High SKI CLUB ADVISOR SPANISH CLUB ADVISOR	295	317	340	366	393
GRADE 10:	ACADEMIC CHALLENGE - Jr. High ART - Elem. & High School BAND - PEP BAND - PERCUSSION BAND - JAZZ DUAL CREDIT ENVIRONTHON LPDC LPDC CHAIRMAN MASTER TEACHER COMMITTEE MENTOR - Head MENTOR (per contact hour) TEEN INSTITUTE ADVISOR	20.00 438 328 659 659 1,000 659 200 750 20.00 900 20.00 618	20.00 438 328 659 659 1,000 659 200 750 20.00 900 20.00 618	20.00 438 328 659 659 1,000 659 200 750 20.00 900 20.00 618	20.00 438 328 659 659 1,000 659 200 750 20.00 900 20.00 618	20.00 438 328 659 659 1,000 659 200 750 20.00 900 20.00 618

›All increases at Step 6+ in FY16, FY17, and FY18 will be equivalent to the increase on the Teacher's Base Salary.

›* Hired on as-needed basis.

**SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by \$200. However, any charges not deemed Medically Necessary will be denied.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum per Individual Unlimited

Network (PPO Providers)

Calendar Year Deductible:

Per Individual.....\$100.00
Per Family.....\$200.00

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Maximum Out-of-Pocket Expense per Calendar Year (excluding the deductible):

Per Individual.....\$400.00
Per Family.....\$800.00

Non-Network (Non-PPO Providers)

Calendar Year Deductible:

Per Individual.....\$200.00
Per Family.....\$400.00

Then: all eligible charges will be paid at 80% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Maximum Out-of-Pocket Expense per Calendar Year (excluding the deductible):

Per Individual.....\$800.00
Per Family.....\$1,600.00

Deductibles and Out-of-Pocket Maximums Do Not Cross Apply

COVERED SERVICES

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
Inpatient Maximum Daily Semi-Private Room Charge.....	90%	80%
Private Room Rate (The Hospital's average semi-private room rate).....	90%	80%
Special Care Unit (ICU & CCU).....	90%	80%
Inpatient Miscellaneous Charges.....	90%	80%
Inpatient Physicians Visits.....	90%	80%
Preadmission Testing.....	90%	80%
Diagnostic X-ray, Lab, Imaging and Medical Tests.....	90%	80%
Consultation Expenses.....	90%	80%
Birthing Centers.....	90%	80%
Maternity (All females covered on the Plan).....	90%	80%
Newborn Care.....	90%	80%
Surgical Expense Benefits.....	90%	80%
Second Surgical Opinion.....	90%	80%
Outpatient Surgery.....	90%	80%
Abortions (Therapeutic/Medically Necessary only).....	90%	80%
Durable Medical Equipment/Prosthetics/Orthotics.....	90%	80%
Anesthesia.....	90%	80%
Ambulance Services.....	90%	80%
Emergency Room Treatment (not subject to deductible).....	\$75 Copay then 100%	100%
Emergency Room Physician and Ancillaries (no deductible).....	100%	100%
Physician Office Visits....\$10 copay then 100%, not subject to deductible		80%
Office Related Diagnostic Charges (X-Ray, Lab and Injections).....	90%	80%
Specialist Office Visits....\$10 copay then 100%, not subject to deductible		80%
Office Related Diagnostic Charges (X-Ray, Lab and Injections).....	90%	80%
Urgent Care Visits.....\$35 copay then 100%, not subject to deductible		80%
Urgent Care Related Services - benefits paid based on services rendered		

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
Non-Routine/Medically Necessary Immunizations Such as tetanus	90%	80%
Allergy Testing and Treatment	90%	80%
Diabetic Education and Training	90%	80%
Wellness Benefits in compliance with state and federal law	100%	80%
No deductible in network - Including but not limited to:		
Women's Preventive Health	100%	80%
Immunizations.....	100%	80%
Physical Exam.....	100%	80%
Bone Density Tests (females, all ages).....	100%	80%
Endoscopic Services	100%	80%
Ages 40-75, Colonoscopy and colon cancer screening only		
Mammogram (1 per Calendar Year).....	100%	80%
Pap Test (1 per Calendar Year).....	100%	80%
PSA Test (1 per Calendar Year)	100%	80%
Preventive Lab and X-ray	100%	80%
Well Child Benefit (Birth to age 21).....	100%	80%
Includes: Exams, Immunizations, Labs, Routine Hearing and Vision as required by PPACA		
Therapy Services.....	90%	80%
(Includes Medically Necessary cardiac rehabilitation, chemotherapy, dialysis, hyperbaric and pulmonary therapy, radiation therapy, respiratory therapy)		
<u>The following visit limitations are combined for in and out of network:</u>		
Occupational Therapy (25 visits, then Medical Review).....	90%	80%
Physical Therapy (25 visits, then Medical Review)	90%	80%
Speech Therapy (25 visits, then Medical Review)	90%	80%
Chiropractic Care (25 visits, then Medical Review).....	90%	80%
Skilled Nursing Care.....	90%	80%
Private Duty Nursing (inpatient only).....	90%	80%
Home Health Care.....	90%	80%

<u>Subject to deductible unless otherwise stated:</u>	<u>Percentage Payable</u>	
	<u>Network</u>	<u>Non-Network</u>
Hospice Care	90%	80%
Transplants	90%	80%
Mental Illness, Alcoholism and Drug Abuse		
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
Infertility Testing (diagnosis only)	90%	80%
Acupuncture	90%	80%
Wigs (Cranial Prosthesis)	90%	80%
If prescribed by a Physician for hair loss due to injury, disease or treatment of disease as specifically stated in the Plan		
Bras (following Mastectomy)	90%	80%
Maximum of 2 bras per Calendar Year after surgery		
Temporomandibular Joint Disorder	90%	80%

PPO PROVISIONS

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO and requires medical care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mileage radius of a PPO facility;
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

PRESCRIPTION DRUG BENEFITS

Retail Copay: 34 day supply

Generic.....	\$5.00
Formulary.....	\$10.00
Non-Formulary	\$25.00

Mail Order Copay: 90 day supply

Generic.....	\$10.00
Formulary.....	\$20.00
Non-Formulary	\$50.00

Prescription Drug Benefits will comply with the requirements of PPACA

VISION COVERAGE

Eye Examination:	\$40 per 12-month period	
Lenses:	Per Lens	Per Pair
Single vision	\$ 20 per 12-month period	\$ 40 per 12-month period
Bifocal	\$ 30 per 12-month period	\$ 60 per 12-month period
Trifocal	\$ 40 per 12-month period	\$ 80 per 12-month period
Lenticular	\$100 per 12-month period	\$200 per 12-month period
Contact Lenses:		
Medically Necessary	\$200 per 12-month period	\$400 per 12-month period
Cosmetic	\$ 35 per 12-month period	\$ 70 per 12-month period
Frames:	\$30 per 24-month period	
	NOTE: When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.	

NOTE: The maximum amount for a single lens is 50% of the maximum amount payable for a pair of lenses.

NOTE: The vision benefits provided under this Plan are limited-scope benefits and are offered separately from any medical coverage offered under the Plan. You have a separate right to enroll in the vision benefits under the Plan. If you choose to enroll in such vision benefit, you will be charged an employee contribution amount that is separate from what you are charged from any other benefit offered under the Plan. The amount of an employee contribution will be communicated to you prior to the annual open enrollment period.

**SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by \$200. However, any charges not deemed Medically Necessary will be denied.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum per Individual Unlimited

Network (PPO Providers)

Calendar Year Deductible:

Per Individual\$500.00
Per Family\$1000.00

Then: all eligible charges will be paid at 80% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Maximum Out-of-Pocket Expense per Calendar Year (excluding the deductible):

Per Individual\$1000.00
Per Family\$2000.00

Non-Network (Non-PPO Providers)

Calendar Year Deductible:

Per Individual\$1000.00
Per Family\$2000.00

Then: all eligible charges will be paid at 60% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Maximum Out-of-Pocket Expense per Calendar Year (excluding the deductible):

Per Individual\$2000.00
Per Family\$4000.00

Deductibles and Out-of-Pocket Maximums Do Not Cross Apply

COVERED SERVICES

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
Inpatient Maximum Daily Semi-Private Room Charge.....	80%	60%
Private Room Rate (The Hospital's average semi-private room rate).....	80%	60%
Special Care Unit (ICU & CCU).....	80%	60%
Inpatient Miscellaneous Charges	80%	60%%
Inpatient Physicians Visits.....	80%	60%
Preadmission Testing.....	80%	60%
Diagnostic X-ray, Lab, Imaging and Medical Tests	80%	60%
Consultation Expenses	80%	60%
Birthing Centers.....	80%	60%
Maternity (All females covered on the Plan).....	80%	60%
Newborn Care.....	80%	60%
Surgical Expense Benefits	80%	60%
Second Surgical Opinion	80%	60%
Outpatient Surgery.....	80%	60%
Abortions (Therapeutic/Medically Necessary only).....	80%	60%
Durable Medical Equipment/Prosthetics/Orthotics	80%	60%
Anesthesia	80%	60%
Ambulance Services.....	80%	60%
Emergency Room Treatment (not subject to deductible)	\$100 Copay then	100%
Emergency Room Physician and Ancillaries (no deductible)	100%	100%
Physician Office Visits....\$15 copay then 100%, not subject to deductible		60%
Office Related Diagnostic Charges (X-Ray, Lab and Injections).....	80%	60%
Specialist Office Visits....\$25 copay then 100%, not subject to deductible		60%
Office Related Diagnostic Charges (X-Ray, Lab and Injections).....	80%	60%
Urgent Care Visits.....\$35 copay then 100%, not subject to deductible		60%
Urgent Care Related Services - benefits paid based on services rendered		

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APPENDIX HRA

Health Reimbursement Account (HRA)

2015-2018

- Allows employees to earn toward their OOP (Out of Pocket) costs based on their Vitality status.
- Employees will be responsible for OOP amounts they don't earn.
- Employees are responsible for Coinsurance, OOP Maximums and Copays.
- Employees who reach any status may roll 100% of their balances over to the next year.

Deductible Amounts Earned Per Status Level:

Status Level	Single	Family
Platinum	\$100	\$200
Gold	\$100	\$200
Silver	\$100	\$200
Bronze	\$50	\$150
Total Funds Available	\$400	\$800

**Completed VHR and Biometric Screening = Add \$50 to HRA

- The Board will put into the employee's HRA each year of the contract: single \$100 and family \$200.
- Vitality Status Levels start over on July 1 each year
- If the HRA is disbanded or when an employee retires, the district agrees to allow members to use their remaining balance until their balance is depleted. Exceptions to this are if an employee has resigned or is terminated.
- The HRA card is loaded on the 1st of each month.
- The HRA card may be used for any medical/dental/vision/prescription expense.