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AGREEMENT BETWEEN

THE HICKSVILLE EXEMPTED VILLAGE

BOARD OF EDUCATION

and the

HICKSVILLE EDUCATION ASSOCIATION

JULY 1, 2022- JUNE 30, 2025

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ARTICLE I

A. RECOGNITION

The Board hereby recognizes the Hicksville Education Association, OEA/NEA Local herein referred to as the Association, as the official negotiating agent for all full-time classroom teachers under regular teaching contract, school nurses and part-time classroom teachers who have a regular teaching contract but teach less than a full day. Administrative and/or supervisory staff, tutors, substitutes teachers who work less than one hundred twenty (120) days in a school year, and non-certificated personnel are specifically excluded from the bargaining unit. Administrative staff is defined to include Superintendent, Assistant Superintendent, principals, assistant principals and any other administrator or supervisor who participate in and/or evaluates, reprimands, and/or disciplines members of the bargaining unit.

B. BOARD RESPONSIBILITIES

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Hicksville Exempted Village School District. The Board cannot reduce, negotiate or delegate its legal responsibilities except as limited by specific provisions of this Contract.

ARTICLE II PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. SCOPE OF NEGOTIATIONS

Negotiable matters shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

B. NEGOTIATION TEAMS

The Board, or designated representative(s) of the Board, will meet with not more than five representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. The Board is responsible for the expenses of their consultant(s) and H.E.A. is responsible for their representative. Neither the Board nor the Association shall have any authority to determine who will be members of the opposite party's negotiating team.

C. SUBMISSION OF ISSUES

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than thirty (30) calendar days following such request.

In any given school year, such request shall not be made before January 3, but no later than March 13. All issues proposed for discussion shall be submitted in writing by the parties at the first official negotiations meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

D. GOOD FAITH NEGOTIATIONS

Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Such obligation shall not require either party to change its proposal on any matter being negotiated.

E. NEGOTIATIONS PROCEDURES

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings may occur during the school day, however if meetings are held after school, by mutual agreement, the meetings shall not exceed three (3) hours, unless extended time is mutually agreed upon.

F. CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

G. EXCHANGE OF INFORMATION

Upon written request and within a reasonable amount of time, prior to and during the period of negotiations, the Board and the Association agree to provide to each other, all regularly and routinely prepared information concerning the issue(s) under consideration.

H. PROGRESS REPORTS

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

I. REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When an agreement is reached on all matters being negotiated, the

proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Each team shall recommend favorably to its members the acceptance of the tentative agreement. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement and the Association shall take the necessary action to advise its members of the terms of the agreement.

J. ALTERNATE DISPUTE SETTLEMENT PROCEDURE

The following alternate dispute settlement procedure will replace Ohio Revised Code 4117.14 (C)(2) through 4117.14 (D)(1) as provided for under Ohio Revised Code 4117.14 (C)(1)(f) in negotiations for successor contract.

1. If agreement is not reached within sixty (60) days of the first negotiations session, the Board or the Association may declare a state of impasse to exist.
2. If impasse is declared, the Association and the Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.
4. If the outstanding matters are not resolved within 30 days of the initial meeting with mediator, ultimate impasse shall be deemed to exist.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. PURPOSE AND OBJECTIVE

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Hicksville Education Association agree that these proceedings shall be handled in a confidential manner.

B. DEFINITIONS

1. GRIEVANCE DEFINED

A grievance is an alleged violation, misapplication or misinterpretation of the written terms of this agreement between the Association and the Board.

2. GRIEVANT DEFINED

A grievant shall mean a certificated member of the bargaining unit or certificated group of same employed by the Board of Education alleging that there is some violation, misapplication or misinterpretation of a written term of this Contract.

3. GROUP GRIEVANCE

A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

4. DAYS

Days shall mean actual working days unless specified differently. Any grievance actions taken at the end of a school calendar year shall be continued with calendar days instead of workdays excluding holidays, Saturdays and Sunday.

C. PROCEDURE

Every attempt must be made to settle a problem:

1. At the lowest possible level.
2. With the fewest possible people involved.
3. In the shortest possible time.

The following procedure shall be followed:

D. INFORMAL LEVEL

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. This discussion shall be held confidentially and personally by the grievant and the immediate administrative person.

E. FORMAL PROCEDURE

LEVEL I

No later than twenty-five (25) working days after the grievant knew or should have known about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed grievance. A copy of the completed form shall be given to the grievant and to the Association Building Representative. Within five (5) school days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

LEVEL II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Level I, the grievant, and/or the Association representative, within five (5) days after receipt of the written disposition, shall complete a written

Grievance Report Form, Level II, and submit the same to the Superintendent. Within five (5) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

LEVEL III BINDING ARBITRATION

Within ten (10) calendar days of receipt of the Superintendent's decision, the grievant and/or the Association may appeal the Superintendent's decision to binding arbitration.

The Arbitrator shall be chosen from a list of nine (9) arbitrators provided by the American Arbitration Association or an appropriate organization by mutual agreement in accordance with its voluntary rules and regulations. If the parties cannot agree on another organization, AAA will be used. The opinion of the arbitrator shall be binding on both parties.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement or any other written agreements between the Board and the Association. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator rules.

F. GENERAL PROVISIONS

1. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
2. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any result that affects the Agreement.
3. Hearings and conferences under this procedure will be conducted, insofar as possible, at a time and place outside of the grievant's regular work day so as to afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present. When such conferences and hearings are held, at the option of the administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. In addition, arbitration hearings shall be held as scheduled by the arbitrator.
4. The grievant may be represented at all levels of this grievance procedure by the Association.
5. If the grievant fails to appeal the decision of an administrator from one step to the next within the time provided, the failure to timely appeal shall be deemed a waiver of the right of the grievant to appeal.

6. If the administration has not responded to the grievance within the time limits set forth at a step of the grievance procedure, the grievance shall automatically be deemed sustained.
7. Grievances that relate to more than one building or bargaining unit member group grievance shall commence at Level II.
8. No reprisals of any kind shall be taken by or against any participant to the grievance procedure by reason of such participation.
9. All notices of hearings and dispositions of grievances shall be either emailed or hand delivered with the date of the mailing or postmark and date of receipt provided thereon. Written grievances shall be deemed to have been received one (1) day after postmark; if hand delivered, the date received and initials of the recipient shall be recorded thereon.
10. Grievances shall remain confidential to the public to the extent permitted by law.

HICKSVILLE EXEMPTED VILLAGE SCHOOLS

GRIEVANCE FORM

LEVEL _____ DATE _____

GRIEVANT _____ BUILDING _____

STATEMENT OF GRIEVANCE:

BASIS OF GRIEVANCE/SECTION(S) OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED, MISINTERPRETED:

ACTION REQUESTED:

Signature of Grievant

Received by _____ Date _____
Signature

ARTICLE IV ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the officially recognized representative of the employees, and to no other organization.

B. BUILDING MAILBOXES AND BULLETIN BOARDS

1. The Association shall be provided a separate mail box in each building.
2. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.

C. RECEIPT OF BOARD INFORMATION

This Board shall supply to the Association the following material:

1. When agendas and attachments are presented to Board Members, the H.E.A. President or representative will be given the same.
2. When Board policies are proposed to Board members, the H.E.A. President will be given the same.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The Treasurer of the Hicksville Board of Education is authorized to make up to a maximum of ten (10) consecutive payroll deductions of dues from the salaries of members of the Association.
2. Deductions will commence with the third pay period of the school year and continue until ten (10) consecutive deductions have been made.
3. A representative of the Association will itemize the names and amounts to be deducted and present to the Treasurer on or before the second pay period of the school year.
4. The Treasurer shall transmit to the Association a single check in the amount of all dues so deducted, on the Monday following pay date.

E. ASSOCIATION LEAVE

A collective total of three (3) days per school year shall be approved by the Superintendent for professional leave in order for a member or members of the bargaining unit to attend OEA conferences. The Board shall be responsible only for the cost of the substitute for each of these days.

F. RIGHT TO JOIN OR NOT TO JOIN

It is further realized that teachers have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

**ARTICLE V
TEACHER RIGHTS/RESPONSIBILITIES**

A. COMPLIANCE WITH STATUTES AND BOARD POLICIES

As a professional employee, each teacher shall comply with State statutes, and the policies, rules, and regulations of the Board and Administration.

B. BOARD SUPPLIED MATERIALS

The Board shall supply to all teachers the following material:

1. Board Meeting minutes posted on school district's website.
2. Post the Board of Education Policy Handbook on the teacher resources website.
3. A directory of all certificated personnel as of the beginning of school year.

C. PERSONNEL FILES

All teachers have the right to view and obtain a copy of their own personnel files within 24 hours of the request. Each teacher shall receive a copy of evaluations, reprimands, or any other adverse personnel actions prior to placement in the teacher's files. All teachers shall have the opportunity to attach written comments to all materials placed in their files.

A personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file to extent permitted under law and the only "official file" of recorded information of staff members maintained by the Board and the Administration.

**ARTICLE VI
LEAVE PROVISIONS**

The following leave provisions are agreed to between the Board and the Association: personal illness, family illness, bereavement, personal leave, assault, and parental leave.

A. SICK LEAVE

Each regular (certified) employee of the Board of Education shall be entitled to earn one and one fourth (1-1/4) days per month of sick leave, not to exceed fifteen (15) days per contractual year.

The unused portion of sick leave is subject to two hundred and forty (240) days accumulation.

1. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.
2. A regular certified employee who is absent because of illness and whose position has not been terminated, as provided by law, is still in service of this District, and accumulates sick leave credit while on paid leave.
3. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:
 - a. Personal illness
 - b. Pregnancy related illness or condition
 - c. Injury (personal)
 - d. Exposure to contagious disease which could be communicated to others; or
 - e. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).
 - f. Other: Absence due to an employee's responsibilities as a person designated with Durable Power of Attorney for Health Care decisions provided that employee provides Superintendent and/or designee a copy of said Durable Power of Attorney with the request for leave for such purposes.
4. Certified members will be allowed to use up to six (6) weeks of accumulated sick leave upon the birth or adoption of a child, to run concurrently with FMLA.
5. The immediate family, for illness, shall be defined as husband, wife, children, step children, foster children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandfather, and grandmother, and any person living in the same household.
6. Employees will be allowed to use sick days for bereavement according to the following:

husband, wife, children, step-children	10 days
foster children, mother, father	5 days
sister, brother, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren	3 days
grandfather, grandmother	2 days

aunt, uncle, niece, nephew

1 day

Any relative living in the same household
not listed above

3 days

Persons who use sick leave for death in the immediate family (defined above) shall not have the days so used to count against sick leave incentive.

7. For death or illness of relatives outside the immediate family, or for the death of a close friend absences may be approved by the Superintendent.

8. **Procedure**

Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactory signed statement indicating the employee was absent for just cause and shall, upon request, give the name and address of an attending physician if medical attention was required.

9. **Sick Leave Incentive**

Certificated employees who maintain perfect attendance, including sick and deduct days, in any school year shall receive an end of the year incentive cash payment to be paid at the rate of three hundred (\$300.00).

Payment to be made with the last regularly scheduled pay of the employee's contract year.

B. PERSONAL LEAVE

1. Each certified employee will be allowed three (3) days of absence during each school year without loss of salary to conduct personal business or to attend to affairs of a personal nature. It is not mandatory to state the reason for the request to use personal leave.
2. The request for personal leave must be made to the building principal as far in advance as possible so a substitute can be secured. The principal will inform the teacher as early as possible if the leave has been approved.
3. No personal leave days will be granted the day before or the day after vacations, holidays, or on state or federal mandated testing days. (Emergencies will be acted upon at the discretion of the Superintendent.) Summer break is not considered vacation or a holiday.
4. A fourth personal leave day may be earned. Teachers having a day left at the end of the school year will have one (1) additional day for the following school year to equal a total of four (4). Four (4) is the maximum allowed any school year.
5. Certificated employees who do not use any of their allowable three (3) personal leave days in any school year shall receive an end of the year incentive cash payment in steps: one (1) unused personal day would receive \$100, two (2)

unused personal days would receive \$200, and three (3) unused personal days would receive \$300. An employee with four (4) personal days at the end of the year would be paid \$300 and carry one (1) day over to the following year.

Note: For employees with one (1), two (2), or three (3) personal leave days, they can roll one (1) personal leave day over to the next year in lieu of the \$100 for that day, provided they contact the treasurer's office by the last working day of the current school year via email. No partial days will be carried over to the following year.

Payment to be made with the last regularly scheduled pay of the employee's contract year.

C. PERSONAL DEDUCT DAYS

A teacher in the Hicksville Exempted Village Schools may be absent from work an additional two (2) days with a deduction of two (2) days salary. The request for the additional deduct days must follow the same procedure as the first three personal leave days and is subject to the approval of the superintendent.

Personal leave and sick leave incentives will not be given if deduct days are used by an employee.

D. PROFESSIONAL LEAVE

Absence with pay may be allowed by the Superintendent to a maximum of three (3) days per school year for professional educational experiences; including extra-curricular clinics or for trips involving school business. Advance approval of at least two (2) weeks, if possible, is required from the building principal and Superintendent.

E. ASSAULT LEAVE

1. Any professional staff member who sustains disabilities as a result of an unprovoked and unjustified assault by any parent, student or other person while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the disabilities sustained in the assault. This paid leave shall not be charged against sick leave or personal leave.
2. Assault leave will be granted if the following provisions are fulfilled:
 - a. The staff member must make written application for leave.
 - b. The staff member must make a police report and file charges with local law enforcement and provide a copy of the police report to the Superintendent with the written application for leave.
 - c. The staff member may be required to provide a written physician's statement recommending the leave and the approximate duration of the injuries/disability. In addition, the staff member must submit a written request for the assault leave within a reasonable amount of time after the assault. The request must

specify the injuries received and the facts and circumstances relating to the assault.

- d. The staff member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place; and said physician concurs with the staff member's physician that the staff member is disabled from returning to service.

In case of a disagreement between two doctors, a third opinion by a mutually agreed upon physician shall be obtained at the expense of the Board.

- e. The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board of Education.
3. In keeping with the above limitations, an assault leave shall be for no longer than twenty (20) work days, without further Board approval.
 4. Should any professional staff member make false application for and/or falsify any information within the provisions of this Article, that staff member shall be subject to Board discipline, suspension or termination.

F. PARENTAL LEAVE

1. Parental leave for child care purposes for a newly born and/or newly adopted child when no disability is involved, shall be granted upon request, without pay, by the Board of Education for a period not to exceed two (2) successive school years concurrent with FMLA. Said leave shall have termination date which coincides with the end of a grading period. If a second year is taken, the leave must terminate at the end of the first semester or end of the school year. Such leave shall be granted whether the child is natural or adopted. Leaves for each school year shall be requested separately according to the guidelines established in this Article.
2. The request for such leave shall be submitted to the Superintendent in writing, shall state the date upon which the leave is to begin and the period of time for which such leave is requested. Unless waived by the Superintendent, such request shall be submitted at least thirty (30) calendar days prior to the beginning of the requested leave.
3. Upon receiving such request, the Superintendent shall make his recommendation to the Board of Education and the Board shall act thereon.
4. Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she held prior to such leave and to the same grade level at the elementary or department at the Junior High or High School held prior to the leave. The exception is for the employee that took a full year's parental leave of absence. Every effort shall be made to return the employee to the same or to a comparable position held prior to the leave. The Board adopted RIF Policy supersedes any stipulation in regard to the return of the teacher to the same grade position in the Elementary or department at the Junior High or High School.

6. In the event employee wishes to purchase time on child care leave for retirement purposes, the employee shall pay the Board's costs for the purchase of retirement service credits for the time on leave.

ARTICLE VII CALENDAR, HOURS, AND CONDITIONS

A. SCHOOL CALENDAR/WORK YEAR

1. The work year for members of the bargaining unit shall consist of no more than one hundred eighty three (183) days.
2. Included in the calendar shall be up to one hundred eighty (180) student days including parent teacher conference days, one (1) in-service day. Plus, two (2) teacher work days, with administrative meetings completed by 11:30 allowing the remainder of the day to serve as teacher workday.
3. Teachers desiring to attend an NWOEA day program shall submit a request pursuant to the professional leave provisions of Article VII, Section D of the Contract.
4. The Board will consider input from the Association relative to the adoption of the calendar for the ensuing school year. Variations of one calendar will be given to all certified staff before April 30th. The Board will accept input and make the final decision.
5. The first six (6) "calamity" days both students and teacher may stay home. "Calamity" days seven (7), and eight (8), students may stay home without makeup. Teachers will be required to report to work from 10:00 – 3:15 unless a Level 3 weather/emergency has been declared by Defiance County. "Calamity" days nine+ (9+), both students and teachers will be required to make the days up at the end of the school year.

B. ASSOCIATION ORIENTATION

One hour, the specific hour to be determined by the administration, of the working day at the beginning of the school year shall be used by the Hicksville Education Association to present to the teachers the organization and benefits of being a member of the Association. Attendance for all teachers will be required.

C. LENGTH OF WORK DAY

The maximum length of a workday for members of the bargaining unit shall be seven and one-half (7-1/2) hours. Exceptions to this would be:

1. Once per month a half-hour (1/2) hour teachers' meeting outside the regular school day.
2. The equivalent of two (2) work days (15 hours) per year for parent-teacher conferences if the extended time will be subtracted from another working day.

3. Emergency meetings shall be called at the discretion of the Administration.

Specific hours will be printed in the faculty handbook annually when possible. Teachers will be notified of any tentative changes for the following year prior to July 10.

D. PLANNING AND CONFERENCE TIME

1. Elementary

- a. Members of the bargaining unit within the elementary building shall be provided no less than two-hundred (200) minutes per week as planning and conference time during the student school day.
- b. Elementary teachers shall be released from duty when the class is under the supervision of another licensed teacher (for example: physical education, music, art.)
- c. Any teacher who loses his/her scheduled conference period planning time due to a delay or early release shall be compensated at twenty-five dollars (\$25.00) flat rate.

2. Junior High and Senior High

- a. Each junior and senior high school teacher shall have planning time equal to one (1) period within the teacher's work day.
- b. Any teacher who loses his/her scheduled conference period planning time shall be compensated at twenty-five dollars (\$25.00) flat rate.

E. DUTY FREE LUNCH

Each teacher shall be granted at least thirty (30) minutes for lunch each school day for which time he/she shall not be required to perform any school activities. Teachers may leave the building during the lunch period but must notify the building principal.

F. MEETINGS

Faculty meetings can be scheduled once per month or less as deemed necessary by the building principal. Notification of such meetings shall be given at least three (3) days in advance when possible. All faculty meetings shall be scheduled and posted for the entire building faculty. This includes "voluntary" meetings for whomever can attend. Departmental meetings, if needed, will be considered a faculty meeting. Departmental meetings will not be utilized in lieu of entire building faculty meetings, nor outside school hours and duty-free lunch time.

G. CLASSROOM VISITATION PROCEDURE

Observation of a teacher's class by persons other than authorized school administrative personnel shall be allowed with consent of the building principal after consultation between the principal and teacher concerning the would-be visitor.

1. The following policy regarding the rights of the teacher during such observations shall be defined in the teacher handbook:
 - a. A parent who has permission to observe his/her child's class will be a silent observer. If the observer speaks out during the class and by doing so causes a disruption of the class, or incites a disruption by non-verbal means, the classroom teacher has the right and responsibility to politely ask the observer to leave.
 - b. If the observer does not cooperate with the request of the teacher, the teacher may send a message to an administrator to come to the teacher's assistance. If this is not possible, the teacher may leave the classroom, if there is no danger to the students, and secure assistance from another teacher or administrator.

H. TEACHING ASSIGNMENT

1. If at all possible, teachers should be given a tentative teaching assignment for the ensuing year prior to the end of the current school year.
2. If the tentative assignment of the teacher is changed by the Superintendent, the teacher shall be notified in writing of the change in his/her tentative schedule including grades and/or subjects within seven (7) days after the decision is made to reassign the teacher.

I. EXTRA-CURRICULAR ACTIVITIES

Teachers may, but shall not be required to, take their turn selling tickets and supervising at extra-curricular activities. The scheduling of teachers to work will be done in a systematic procedure prior to each sports season and in advance of other extra curricular events which need supervision. Dates, the hour to report, and other specifics will be publicized at least two (2) weeks in advance, with time allotted for teachers to check personal calendars. Passes will be given to all teachers who work these extra assignments.

J. P.T.O. MEETINGS

Teachers will not be required to attend P.T.O. meetings but are urged to attend as many as possible.

K. SUPPLEMENTAL CONTRACTS

All employees holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted. Head coach renewal will be approved (if head coach has been chosen) on an annual set Board meeting. (Fall=February, Winter=May, Spring=September)

**ARTICLE VIII
FAIR TREATMENT & DISMISSAL**

A. JUST CAUSE

No teacher shall be suspended, disciplined or reprimanded without just cause. Terminations of teaching contracts shall be pursuant to the procedures set forth in Ohio Revised Code section 3319.16 and shall be for the reasons set forth therein, i.e., good and just cause. The following shall constitute just cause:

1. Gross inefficiency.
2. Immorality.
3. Willful and persistent violations of regulations of the Board of Education.

B. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which may lead to disciplinary action, within 2-5 working days prior, the employee shall be given written notice of the time and nature of the meeting, unless another date and time is mutually agreed upon between parties. The employee shall be entitled to have present an Association representative of their choosing. Such written notice will be hand delivered by the employer representative to the affected employee. This provision does not apply to conferences held as the result of observations and evaluations of classroom performance.

C. NON-RENEWAL

Non-renewal of a limited contract shall be in accordance with the procedures outlined in 3319.11 of the Ohio Revised Code.

If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

D. CONTRACT STATUS

1. Teachers who have met all qualifications for a continuing contract, but have not corrected the deficiencies of an ineffective rating during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on, or before, May 15th. The Teacher may be placed on a limited or extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the probationary period, he/she shall be given a continuing contract.
2. Teachers receiving Accomplished or Skilled may be granted a continuing contract so long as all qualifications as defined by Ohio Revised Code have been met.

ARTICLE IX TEACHER EVALUATION

A. TEACHER EVALUATIONS

All teachers meeting the definition of teacher as set forth in Ohio Revised Code shall be evaluated in accordance with the Teacher Evaluation Guidelines in accordance with Appendix C. Forms will come from ODE website. All teachers not meeting the statutory definition of teacher shall be evaluated in accordance with the terms of Article IX.

1. Any board of education evaluating a teacher pursuant to this section shall adopt evaluation procedures that shall be applied each time a teacher is evaluated pursuant to this section. These evaluation procedures shall include, but not be limited to:
 - (a) Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;
 - (b) Observation of the teacher being evaluated by the person conducting the evaluation on at least two occasions for not less than thirty minutes on each occasion;
 - (c) A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
2. This section does not apply to teachers subject to evaluation procedures under §3319.01 and §3319.02 of the Ohio Revised Code or to any teacher employed as a substitute for less than one hundred twenty days during a school year pursuant to §3319.10 of the Revised Code.

B. WHO MAY EVALUATE

The evaluator shall not be a bargaining unit member. Evaluation of an employee shall be conducted by a supervisor who is employed under a contract with the Hicksville Exempted Village Board of Education pursuant to ORC §3319.01 or §3319.02 and must hold at least one (1) certificate named under division (E), (F), (G), (H), (J), (L), or (M) or ORC §3319.22.

Any evaluation done pursuant to this procedure is subject to the grievance procedure, Article III, of this Agreement

C. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCE

1. All announced observations must be accompanied by a pre-observation conference and/or questionnaire between the administrator and the teacher. This conference and/or questionnaire shall take place within two (2) working days prior to the said observation.

2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place within ten working days of the observation, unless more than one observation is conducted within a ten work day period. In such event, a post-observation conference addressing these multiple observations shall take place within three working days of the last observation during this period. A written summary of the observation(s) shall be presented to the teacher during this post-observation conference.
3. The written evaluation shall include both performance strengths and weaknesses. If the teacher is found to be deficient in certain areas, the written evaluation shall include specific recommendations for improvement in the teacher's performance and the means by which the teacher may obtain assistance in making needed improvements. The teacher shall be given a reasonable amount of time for improvement.
4. The teacher and the administrator shall sign the evaluation indicating that both have examined and discussed the evaluation. A space shall be provided for the teacher's comments. The teacher shall receive a signed copy of the evaluation report.
5. Rebuttals to written evaluations will be accepted from teacher(s) and will be attached to the performance evaluation report provided that such rebuttals are provided to the evaluating administrator within sixty (60) calendar days after the teacher receives the evaluation report.

This evaluation procedure is subject to the grievance procedure, Article III, of this Agreement.

6. Any violation of the evaluation procedure required by statute or the evaluation procedure contained in this Article shall be subject solely to the grievance procedure set forth in this Agreement, and it is intended that these evaluation requirements supersede any evaluation requirements of Ohio Revised Code section 3319.11. This section is not intended to supersede the teacher's right to written notice of nonrenewal, his/her right to a statement of circumstances, his/her right to a hearing before the Board of Education, or the right to appeal the matter to court.
7. The evaluation schedule shall be applicable provided the teacher is present and working and available to be evaluated and observed. If the teacher is on leave and unavailable to be observed or evaluated, then the timelines do not have to be followed and the Board is excused from its obligations hereunder.

ARTICLE X PAYROLL DEDUCTIONS

A. SALARY CHECKS

Salary checks will be directly deposited on every other Friday beginning with the first Friday after which the employee has earned enough money to cover 1/26 of his/her total salary. Contingent on the installation of mutually agreed upon safeguards to protect personal information all employees shall be required to enroll in a direct deposit program. Notification will be emailed to the employee's school email account. Supplemental pay shall be made in two (2) installments, one at the halfway point of a particular season/club; and one installment at the completion of duties.

B. DEDUCTIONS

The Treasurer of the Board will deduct any or all of the following from individual checks:

1. Federal Withholding Tax.
2. Ohio Income Tax.
3. Hicksville Village Income Tax.
4. State Teachers Retirement.
5. Contractual Insurance Premiums (medical, dental, etc.).
6. Insurance Annuities (if teacher is eligible according to the insurance carrier's eligibility requirements requests) opening dates in September and October only, must give thirty (30) days' notice to cancel any annuity.
7. Cancer-Aid (if teacher is eligible according to the insurance carrier's eligibility requirements requests).
8. Association Membership Dues.
9. Professional Dues (if teacher requests).
10. Credit Unions (if teacher requests).
11. Funds for Children and Public Education (FCPE)

ARTICLE XI VACANCIES AND TRANSFERS

A. VACANCIES

A vacancy is defined as an opening in a bargaining unit position which the Board determines must be filled.

1. All bargaining unit vacancies will be posted via email.
2. No vacancy will be filled until at least five (5) weekdays after internal posting. The district shall also provide notification of posting via email. All posting dates exclude holidays.
3. All employees, presently under contract, that are properly certified and qualified and have an expressed written interest in filling said vacancy will be given every consideration before the vacancy is filled.

B. TRANSFERS

Teachers requesting to be transferred from one position to another (if there is an opening) within the system must do so in writing to their building principal and the Superintendent. The administration will take the teacher's request into consideration before filling the vacancy.

C. INVOLUNTARY TRANSFERS

1. Notice of an involuntary transfer shall be given to teachers prior to June 1, if possible, preceding the school year in which the transfer is to take place.
2. A request for voluntary transfer will be made prior to implementing the involuntary transfer provision.
3. An involuntary transfer will be made after the Superintendent has conferred with the teacher concerning the reasons for the transfer. If a teacher objects to an involuntary transfer, reasons so stated will be taken into consideration before transfer is made.

ARTICLE XII REDUCTION IN FORCE

A. STAFF REDUCTION

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or lack of adequate finances as determined by the local board, the reasons set for in Ohio Revised Code section 3319.17, reasonable reduction in force may be implemented by the Board. The order of reduction shall be:

1. Suspension of contracts shall occur to limited teachers first. Seniority shall not be the basis of a reduction except among teachers with comparable evaluations. When determining comparability, the following ratings shall be used in the following order, with ineffective being reduced first.
 - a. Accomplished
 - b. Skilled
 - c. Developing
 - d. Ineffective

The ratings shall be established using a three-year rolling average, if available. If less than three years are available, the following scores available will be used to determine the rating.

4.0 – 3.1 = Accomplished
3.0 – 2.1 = Skilled
2.0 – 1.1 = Developing
1.0 – 0.0 = Ineffective

2. Suspension of contract for teachers employed on a continuing contract shall occur only after all limited contract teachers in the affected area of certification have been suspended and then only on a last employed-first to be suspended by area of certification basis.
3. Suspension of employee contracts for purposes of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.
4. If the Board determines to RIF, it shall notify the Association president in writing at least sixty (60) calendar days prior to the vote to implement a RIF. The notification shall include the reasons(s) for the RIF, the position(s) reduced or eliminated, the name(s) of the employees to be laid off, the effective date of the RIF for each, and the date of the Board meeting at which the vote will be taken.

B. SENIORITY AND CERTIFICATION

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

Ties in seniority for layoff and recall purposes shall be broken by the following method to determine the most senior employee:

 - a. The employee with the earliest date of employment (Board action on hire); then
 - b. The employee's first day of work with Hicksville Exempted; then
 - c. By lottery. The lottery shall be conducted in the presence of an Association representative.

2. The seniority list shall be prepared and posted by the employer no later than February 20 of each work year. The list shall be given to the Association President and posted in each teachers' lounge.

The list shall rank employees by contract (continuing and limited), by certification and list the employees first work day as a teacher employed under a regular teacher's contract.

C. RECALL PROCEDURE

Teachers whose contracts have been suspended shall have rights to recall as follows:

1. First recall shall be of continuing contract teachers in order of seniority and certification on a last out-first in basis.
2. Next limited contract teachers according to seniority and area of certification on a last out-first in basis.

D. MISCELLANEOUS

1. The recall list shall be maintained for a period of two (2) years. A person's name shall remain on the list unless he/she elects to have it removed or resigns from the system. Written notice of an offer for a recall position shall be sent to the teacher via certified mail to the last address provided by the teacher to the Board. The teacher shall have ten (10) days from his/her receipt of the written notice of recall to accept or reject the offer of recalled position. Failure or refusal to accept delivery of the certified mail notice shall be considered a rejection of the offer of the recalled position.
2. It is the responsibility of the teacher to notify the administration of any changes in area of certification and change of address.
3. Seniority shall be defined as continuous employment of a teacher with the Board action on the teacher's contract being the initial date of employment. Continuous employment shall include all time on sick leave, approved leaves of absence and all time during suspension if the teacher is reinstated.

ARTICLE XIII FRINGE BENEFITS

A. MAJOR MEDICAL

The Board shall offer the following hospitalization/medical/surgical health insurance plans offered by Northern Buckeye Health Plan: Access Plus and the High Deductible Health Plan (HDHP).

For Access Plus the Board shall pay 85% of the family plan and 95% of the single plan for each employee. For full-time married couples within the district the Board shall pay 95% of the family plan.

For the HDHP, the Board shall pay 95% of the family plan and 95% of the single plan for each employee. For full-time married couples within the district the Board shall pay 95% of the family plan. In the first year of participation, the Board shall deposit on the first pay in January, half the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into a health savings account (HSA) for the employee. The remaining balance shall be paid out in ten (10) monthly installments. In the second year of participation, the Board shall match an employee's contribution up to the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into an HSA for the employee. In the third year of participation, the Board shall match an employee's contribution up to 75% of the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into an HSA for the employee. After year three (3) the Board will match contributions of up to \$1,500 for the family plan and \$750 for a single plan. In any given year, the combined employee and employer contributions to the HSA may not exceed the limits established by the Internal Revenue Service (IRS). For the purposes of this section, the years of participation are not consecutive.

B. LIFE INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each certificated member of the bargaining unit. The full cost of this program and any increases thereof, shall be paid by the Board.

C. VISION INSURANCE

The Board shall purchase through the NBEC insurance consortium vision insurance for each certificated employee and their dependents. The Board shall pay ninety (90%) percent of the cost for the vision insurance premium. Any changes in vision insurance carrier that occur during the term of this contract will be subject to approval by the bargaining unit.

D. DENTAL INSURANCE

The Board shall purchase, through a carrier licensed by the State of Ohio dental insurance for each member of the bargaining unit and his/her family. The Board shall pay ninety (90%) percent of the premium cost for Dental insurance. Any changes in dental insurance carrier that occur during the term of this contract will be subject to approval by the bargaining unit.

**ARTICLE XIV
COMPENSATION & REIMBURSEMENT**

A. REGULAR SALARY SCHEDULE

The Board shall pay each bargaining unit member according to the salary and index as calculated in Appendix A which is attached to and form a part of this Agreement.

Teachers will be placed on the salary schedule commiserate of years of experience.

B. REGULAR SALARY SCHEDULE PLACEMENT

1. Any person employed shall be placed on the salary schedule pursuant to the Ohio Revised Code.
2. Military credit will be granted up to a maximum of five (5) years.
3. One hundred and twenty (120) days shall be the minimum for which one (1) year of service will be granted.
4. An official transcript of credits must be on file with the Superintendent by October 1 and/or February 1 in order to qualify for retroactive pay for the current school year. Teachers who meet the February 1 deadline will advance on the salary schedule on that date but will not receive retroactive pay. (Note: No transcript is necessary unless it places you in a higher bracket.)

C. HIRING OF RETIRED TEACHERS

Retired Teachers Return to Service. If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals:

1. The Board may grant up to five (5) years of experience for service credit.
2. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.
3. Each one-year contract shall automatically expire upon the completion of the year without Board action. However, the Board shall notify the employee by April 30 in the event they will not be retained for the following year. If the Board fails to notify the retiree by April 30, the employee must be retained for the following year.
4. It is not necessary for the Board to take formal action not to reemploy the employee pursuant to ORC 3319.11.
5. Returning retirees are not entitled and/or eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the Board and the Association if the retiree has already benefited from those provisions previously in any other collective bargaining agreement.
6. In the event of a reduction in force, the reemployed teacher will not have any bumping rights.
7. Subject to these provisions, reemployed teachers are part of the bargaining unit.
8. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement.

9. Pursuant to the authority provided by R.C. 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede the statutory law of Ohio, including, but not limited to, Ohio Revised Code section 124.39, 3319.08, 3319.11, 3319.141, and Chapter 3317.

D. DUTIES BEYOND THE SCHOOL DAY

1. The following Superintendent approved programs will be paid on a per diem basis on the BA Zero Index of the applicable salary schedule excluding supplemental pay: summer school programs, before-and-after school individual/group tutoring sessions, home instruction, and Saturday school supervision.
2. Overnight chaperones asked to go by administration will receive \$100 per night and professional day/days for the time away from work. Overnight Lead Chaperones (program organizer) will receive \$200 per night and professional day/days for the time away from work.

E. TUITION REIMBURSEMENT

The following amounts will be appropriated for reimbursement to teachers who have earned college credits, post bachelors or above annually. The amounts shall be \$30,000 for each year in the length of this contract.

The payment of this money is to be regulated as follows:

1. Courses must be approved by the LPDC, and the Superintendent, in writing prior to enrollment. Courses must be relevant to the teacher's current or future areas of certification or areas of technology.
2. Reimbursement for semester and/or quarter hours taken shall not exceed the actual cost for said hours.
3. The reimbursements will be made semi-annually in October and March applying to the hours taken during the preceding half of that school year.
4. A maximum of ten (10) quarter hours, not to exceed \$450 per quarter hour, or nine (9) semester hours, not to exceed \$500 per semester hour, may be approved for any one (1) year.
5. Payments will be approved upon receipt of verification of credits completed with passing grades.
6. In order to be eligible to participate in tuition reimbursement plan, a teacher must be employed with the Hicksville Exempted Village School District for at least one (1) year prior to participation in the plan.
7. Teachers must also be employed on a regular basis by the Hicksville Exempted Village Board of Education both during the year the courses are completed and during the year payment is made.

8. If a teacher leaves within two (2) years of payment for additional classes, 100% of the tuition reimbursement monies paid to that teacher must be repaid prior to the end of the teacher's employment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. It will be the school district's responsibility to collect said money. Special consideration to waive the requirement to repay could be given by the Superintendent if a teacher has cause to leave the district beyond the control of intent of the teacher. (For example: spouse's relocation to another state, retirement, or non-renewal)

F. SUPPLEMENTAL SALARY SCHEDULE

Placement on the supplemental salary schedule will be determined by total years of employment, not necessarily concurrent but within the Hicksville School system, within each specific supplemental position. Coaching experience is total paid years coaching at any level in that sport.

**ARTICLE XV
SEVERANCE PAY**

A. ELIGIBILITY

An employee's eligibility for severance pay shall be determined as of the final date of employment with the following criteria:

1. The individual retires from the Hicksville Exempted Village Schools.
2. Retirement shall be defined as:
 - a. Disability or service retirement under any State or municipal retirement system in Ohio.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
5. Must have not less than ten (10) years of service in Ohio or its political subdivisions, the last five (5) of which must have been with the Hicksville Exempted Village Schools.
6. Must sign for severance check certifying all eligibility criteria have been met.

B. BENEFIT CALCULATION

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by .27.

2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
3. The amount of the benefit calculated in Steps One and Two shall not exceed the value of sixty (60) days.
4. If notification of retirement is submitted in writing to the superintendent of schools by 5:00 p.m. on February 1 of the school year in which the employee will retire, the employee shall receive an additional \$4,000 severance. If February 1 falls on a Saturday or Sunday, the due date will be the first day school is in session after the weekend.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

C. METHOD OF PAYMENT

Severance pay shall be made as a one-time lump sum payment to employees who meet the eligibility requirements specified in "A" above. Such payment shall be made the first pay period following January 1 following the year of retirement. Eligibility and calculation are explained above.

**ARTICLE XVI
ASSOCIATION MEMBERSHIP**

A. MEMBERSHIP

The United Education Profession includes the NEA, OEA, NWOEA, and HEA. However, all those employees covered by this Agreement and who are not dues paying members of the Association are considered non-members.

The Board will provide payroll deduction for professional dues upon receipt of a list submitted by the HEA each school year. Deductions shall be made in ten (10) equal installments effective with the third pay period of the school year. The HEA and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/due deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

The Association agrees to notify all non-members of their right to become members of the Association during the month of August.

Association membership is on an annual basis with the membership year beginning September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any member who wishes to cancel their membership must notify the Association treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the cancellation period; however, such members shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any right specifically reserved to members of the Association.

In the event any employee severs employment or cancels their membership outside of the cancellation period defined above, the district treasurer shall deduct all owed and remaining dues from the employees next check immediately following such notification.

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

B. INDEMNIFICATION

It is specifically understood that the Association agrees to indemnify and save the Employer harmless against any judgments, costs expenses or other liability the Board might incur as a result of the implementation and enforcement of this provision, provided that:

1. The action brought against the Board must be a direct consequence of the Employer's good faith compliance with this agency fee provision.
2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board.
3. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

ARTICLE XVII MISCELLANEOUS PROVISIONS

A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE(S)

The Local Professional Development Committee shall be formed for Hicksville Exempted Village Schools in compliance with the appropriate provisions of Ohio Revised Code. All the rights, benefits, and privileges granted by R.C. 3319.22 shall be in effect in addition to the following:

The LPDC committee shall consist of three (3) teachers selected by the Hicksville Education Association and two (2) administrators or Board delegates.

LPDC members shall be compensated at a total stipend of three hundred dollars (\$300.00) for all meetings held after-school hours. Committee members may use professional leave for the purpose of meetings and/or other related LPDC activities. The final approval for professional leave still rests with the Superintendent.

The committee's responsibilities shall include, but not be limited to: approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building professional development activities; approval of all contact hours/C.E.U.'s, course work, workshops, inservice; the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc.

B. PART-TIME CERTIFICATED BARGAINING UNIT MEMBERS

The parties agree that the following procedure shall be utilized to determine salary and fringe benefits for part-time certificated/licensed employees:

SALARY SCHEDULE

1. Part-time certificated classroom teachers contracted for five (5) MS/HS periods or three and one-half (3.5) hours will be paid at a per diem rate according to issued teaching contract.
2. Part-time certificated classroom teachers contracted for less than five (5) MS/HS periods or less than three and one-half (3.5) hours will be paid according to contract plus substitute pay schedule.

FRINGE BENEFITS

1. Part-time certificated classroom teachers contracted for at least three and one-half (3½) hours will be eligible for single insurance coverage, and life insurance coverage as per all certified staff members.

ARTICLE XVIII EFFECT AND DURATION

A. WAIVER OF NEGOTIATIONS

The Hicksville Education Association and the Hicksville Exempted Village School Board of Education acknowledge that during the negotiations, which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

B. DISTRIBUTION

This Contract shall be entitled "AGREEMENT BETWEEN THE HICKSVILLE EXEMPTED VILLAGE BOARD OF EDUCATION AND THE HICKSVILLE EDUCATION ASSOCIATION" and shall contain a table of contents. An electronic PDF version of the contract will be posted under Teacher Resources on the school website.

C. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect commencing July 1, 2022, and extending through June 30, 2025.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective negotiators.

HICKSVILLE EDUCATION ASSOCIATION

By: Mike Blue
President

Date: 08-10-22

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

HICKSVILLE EXEMPTED VILLAGE
BOARD OF EDUCATION

By: [Signature]
President

Date: 8-15-2022

By: Keith Counterman

Date: 8-15-2022

By: LHA Rues Treasurer/CFO

Date: 8-11-2022

By: _____

Date: _____

**ARTICLE XIX
SEVERABILITY**

SEVERABILITY

If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**SALARY SCHEDULE
EFFECTIVE 2022-2023**

Base = \$42,243 (3.75% on base, with step)

	INDEX	BA	INDEX	BA+150	INDEX	MA
0	1.000	42,243	1.050	44,355	1.110	46,890
1	1.045	44,144	1.100	46,467	1.165	49,213
2	1.090	46,045	1.150	48,579	1.220	51,536
3	1.135	47,946	1.200	50,692	1.275	53,860
4	1.180	49,847	1.250	52,804	1.330	56,183
5	1.225	51,748	1.300	54,916	1.385	58,507
6	1.270	53,649	1.350	57,028	1.440	60,830
7	1.315	55,550	1.400	59,140	1.495	63,153
8	1.360	57,450	1.450	61,252	1.550	65,477
9	1.405	59,351	1.500	63,365	1.605	67,800
10	1.450	61,252	1.550	65,477	1.660	70,123
11-13	1.495	63,153	1.600	67,589	1.715	72,447
14-16	1.540	65,054	1.650	69,701	1.770	74,770
17-19	1.585	66,955	1.700	71,813	1.825	77,093
20-21	1.630	68,856	1.750	73,925	1.880	79,417
22-23	1.675	70,757	1.800	76,037	1.935	81,740
24-25	1.720	72,658	1.850	78,150	1.990	84,064
26-28	1.765	74,559	1.900	80,262	2.045	86,387
29+	1.810	76,460	1.950	82,374	2.100	88,710
30+ See below						

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

Employees with 30 or more years of service, will receive a \$1,000 stipend yearly, for a maximum of five (5) years.

**SALARY SCHEDULE
EFFECTIVE 2023-2024**

Base = \$43,299 (2.5% on base, with step)

	<u>INDEX</u>	<u>BA</u>	<u>INDEX</u>	<u>BA+150</u>	<u>INDEX</u>	<u>MA</u>
0	1.000	43,299	1.050	45,464	1.110	48,062
1	1.045	45,247	1.100	47,629	1.165	50,443
2	1.090	47,196	1.150	49,794	1.220	52,825
3	1.135	49,144	1.200	51,959	1.275	55,206
4	1.180	51,093	1.250	54,124	1.330	57,588
5	1.225	53,041	1.300	56,289	1.385	59,969
6	1.270	54,990	1.350	58,454	1.440	62,351
7	1.315	56,938	1.400	60,619	1.495	64,732
8	1.360	58,887	1.450	62,784	1.550	67,113
9	1.405	60,835	1.500	64,949	1.605	69,495
10	1.450	62,784	1.550	67,113	1.660	71,876
11-13	1.495	64,732	1.600	69,278	1.715	74,258
14-16	1.540	66,680	1.650	71,443	1.770	76,639
17-19	1.585	68,629	1.700	73,608	1.825	79,021
20-21	1.630	70,577	1.750	75,773	1.880	81,402
22-23	1.675	72,526	1.800	77,938	1.935	83,784
24-25	1.720	74,474	1.850	80,103	1.990	86,165
26-28	1.765	76,423	1.900	82,268	2.045	88,546
29+	1.810	78,371	1.950	84,433	2.100	90,928
30+ (See below)						

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

Employees with 30 or more years of service, will receive a \$1,000 stipend yearly, for a maximum of five (5) years.

**SALARY SCHEDULE
EFFECTIVE 2024-2025**

Base = \$44,381 (2.5% on base, with step)

	INDEX	BA	INDEX	BA+150	INDEX	MA
0	1.000	44,381	1.050	46,600	1.110	49,263
1	1.045	46,378	1.100	48,819	1.165	51,704
2	1.090	48,375	1.150	51,038	1.220	54,145
3	1.135	50,372	1.200	53,257	1.275	56,586
4	1.180	52,370	1.250	55,476	1.330	59,027
5	1.225	54,367	1.300	57,695	1.385	61,468
6	1.270	56,364	1.350	59,914	1.440	63,909
7	1.315	58,361	1.400	62,133	1.495	66,350
8	1.360	60,358	1.450	64,352	1.550	68,791
9	1.405	62,355	1.500	66,572	1.605	71,232
10	1.450	64,352	1.550	68,791	1.660	73,672
11-13	1.495	66,350	1.600	71,010	1.715	76,113
14-16	1.540	68,347	1.650	73,229	1.770	78,554
17-19	1.585	70,344	1.700	75,448	1.825	80,995
20-21	1.630	72,341	1.750	77,667	1.880	83,436
22-23	1.675	74,338	1.800	79,886	1.935	85,877
24-25	1.720	76,335	1.850	82,105	1.990	88,318
26-28	1.765	78,332	1.900	84,324	2.045	90,759
29+	1.810	80,330	1.950	86,543	2.100	93,200
30+ (See below)						

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

Employees with 30 or more years of service, will receive a \$1,000 stipend yearly, for a maximum of five (5) years.

**2022-2023 SCHOOL YEAR
SUPPLEMENTAL SALARY SCHEDULE**

APPENDIX B

Base = \$42,243 (2.50% - with step)

							15 Yrs.
		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	or more
POSITION			5%	10%	15%	20%	25%
Archery Director	0.045	\$ 1,901	\$ 1,996	\$ 2,091	\$ 2,186	\$ 2,281	\$ 2,376
Archery Director Assistant	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Art Club Advisor	0.018	\$ 760	\$ 798	\$ 836	\$ 874	\$ 912	\$ 950
Asst. Athletic Director	0.100	\$ 4,224	\$ 4,436	\$ 4,647	\$ 4,858	\$ 5,069	\$ 5,280
Athletic Director	0.268	\$ 11,321	\$ 11,887	\$ 12,453	\$ 13,019	\$ 13,585	\$ 14,151
Band (Pep Band, etc)	0.104	\$ 4,393	\$ 4,613	\$ 4,833	\$ 5,052	\$ 5,272	\$ 5,492
Baseball, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Baseball, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Basketball, Asst. Coach	0.110	\$ 4,647	\$ 4,879	\$ 5,111	\$ 5,344	\$ 5,576	\$ 5,808
Basketball, Freshman Boys	0.085	\$ 3,591	\$ 3,770	\$ 3,950	\$ 4,129	\$ 4,309	\$ 4,488
Basketball, Head Coach	0.165	\$ 6,970	\$ 7,319	\$ 7,667	\$ 8,016	\$ 8,364	\$ 8,713
Basketball, JH Head Coach	0.070	\$ 2,957	\$ 3,105	\$ 3,253	\$ 3,401	\$ 3,548	\$ 3,696
Basketball, JH Asst. Coach	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Breakfast Coverage	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Cheer Advisor, 7-8	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Cheer Advisor, 9-12	0.110	\$ 4,647	\$ 4,879	\$ 5,111	\$ 5,344	\$ 5,576	\$ 5,808
Cheerleading, Asst.	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Class Advisor, Senior	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Class Advisor, Freshman	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Class Advisor, Junior	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Class Advisor, Sophomore	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Colorguard	0.040	\$ 1,690	\$ 1,774	\$ 1,859	\$ 1,943	\$ 2,028	\$ 2,112
Consumer Ed Club	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Coronation Director	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Cross Country, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Cross Country, JH Head Coach	0.070	\$ 2,957	\$ 3,105	\$ 3,253	\$ 3,401	\$ 3,548	\$ 3,696
Drama Club	0.018	\$ 760	\$ 798	\$ 836	\$ 874	\$ 912	\$ 950
Football, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Football, Asst.-Coordinator	0.110	\$ 4,647	\$ 4,879	\$ 5,111	\$ 5,344	\$ 5,576	\$ 5,808
Football, Asst.-Special Teams	0.100	\$ 4,224	\$ 4,436	\$ 4,647	\$ 4,858	\$ 5,069	\$ 5,280
Football, Head Coach	0.165	\$ 6,970	\$ 7,319	\$ 7,667	\$ 8,016	\$ 8,364	\$ 8,713
Football, JH Head Coach	0.070	\$ 2,957	\$ 3,105	\$ 3,253	\$ 3,401	\$ 3,548	\$ 3,696
Football, JH Asst. Coach	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Foreign Language Club	0.018	\$ 760	\$ 798	\$ 836	\$ 874	\$ 912	\$ 950
Golf, Head Coach (Boys)	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Golf, Head Coach (Girls)	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Hicksville Initiative Leader							
(Per House)	0.040	\$ 1,690	\$ 1,774	\$ 1,859	\$ 1,943	\$ 2,028	\$ 2,112

		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	15 Yrs. or more
POSITION		5%	10%	15%	20%	25%	
Land Lab Coordinator	0.018	\$ 760	\$ 798	\$ 836	\$ 874	\$ 912	\$ 950
Mat Maid Advisor	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Mentor, District	0.030	\$ 1,267	\$ 1,331	\$ 1,394	\$ 1,457	\$ 1,521	\$ 1,584
Mentor, Teacher; per Teacher	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Mini Aces Basketball	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Baseball	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Football	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Volleyball	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Wrestling	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Cross Country	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Softball	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Golf	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Mini Aces Track	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Musical Director, HS	0.085	\$ 3,591	\$ 3,770	\$ 3,950	\$ 4,129	\$ 4,309	\$ 4,488
Musical Director, Elem.	0.085	\$ 3,591	\$ 3,770	\$ 3,950	\$ 4,129	\$ 4,309	\$ 4,488
Musical Asst., HS	0.040	\$ 1,690	\$ 1,774	\$ 1,859	\$ 1,943	\$ 2,028	\$ 2,112
Musical Asst., Elem.	0.040	\$ 1,690	\$ 1,774	\$ 1,859	\$ 1,943	\$ 2,028	\$ 2,112
National Honor Society	0.018	\$ 760	\$ 798	\$ 836	\$ 874	\$ 912	\$ 950
Newspaper	0.050	\$ 2,112	\$ 2,218	\$ 2,323	\$ 2,429	\$ 2,535	\$ 2,640
Prom Advisor	0.025	\$ 1,056	\$ 1,109	\$ 1,162	\$ 1,214	\$ 1,267	\$ 1,320
Quiz Bowl	0.050	\$ 2,112	\$ 2,218	\$ 2,323	\$ 2,429	\$ 2,535	\$ 2,640
Science Club/Science Fair Advisor	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Science Fair Advisor	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Show Choir Director	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Softball, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Softball, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Student Council, Elem	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Student Council, HS	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Student Council, JH	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898
Track, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Track, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Track, JH Coach (boys)	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Track, JH Coach (girls)	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Vocal, Extra Duties	0.020	\$ 845	\$ 887	\$ 929	\$ 972	\$ 1,014	\$ 1,056
Volleyball, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Volleyball, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Volleyball, Freshman	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Volleyball, JH Head Coach	0.070	\$ 2,957	\$ 3,105	\$ 3,253	\$ 3,401	\$ 3,548	\$ 3,696
Volleyball, JH Asst. Coach	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Weight Room Strength/ Conditioning Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Wrestling, Asst. Coach	0.080	\$ 3,379	\$ 3,548	\$ 3,717	\$ 3,886	\$ 4,055	\$ 4,224
Wrestling, Head Coach	0.150	\$ 6,336	\$ 6,653	\$ 6,970	\$ 7,287	\$ 7,604	\$ 7,921
Wrestling, JH Head Coach	0.070	\$ 2,957	\$ 3,105	\$ 3,253	\$ 3,401	\$ 3,548	\$ 3,696
Wrestling, JH Asst. Coach	0.060	\$ 2,535	\$ 2,661	\$ 2,788	\$ 2,915	\$ 3,041	\$ 3,168
Yearbook, HS	0.050	\$ 2,112	\$ 2,218	\$ 2,323	\$ 2,429	\$ 2,535	\$ 2,640
Yearbook, MS	0.030	\$ 1,267	\$ 1,331	\$ 1,394	\$ 1,457	\$ 1,521	\$ 1,584
Yearbook, Elem.	0.017	\$ 718	\$ 754	\$ 790	\$ 826	\$ 862	\$ 898

The Board of Education will determine which contracts to award, with input from the Athletic Director, and Administrators, based on appropriate number of student participants.

**2023-2024 SCHOOL YEAR
SUPPLEMENTAL SALARY SCHEDULE**

Base = \$43,299 (2.50% - with step)

**2023-2024 SCHOOL YEAR
SUPPLEMENTAL SALARY SCHEDULE**

Base = \$43,299 (2.50% - with step)

							15 Yrs.
		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	or more
POSITION			5%	10%	15%	20%	25%
Archery Director	0.045	\$ 1,948	\$ 2,046	\$ 2,143	\$ 2,241	\$ 2,338	\$ 2,436
Archery Director Assistant	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Art Club Advisor	0.018	\$ 779	\$ 818	\$ 857	\$ 896	\$ 935	\$ 974
Asst. Athletic Director	0.100	\$ 4,330	\$ 4,546	\$ 4,763	\$ 4,979	\$ 5,196	\$ 5,412
Athletic Director	0.268	\$ 11,604	\$ 12,184	\$ 12,765	\$ 13,345	\$ 13,925	\$ 14,505
Band (Pep Band, etc)	0.104	\$ 4,503	\$ 4,728	\$ 4,953	\$ 5,179	\$ 5,404	\$ 5,629
Baseball, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Baseball, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Basketball, Asst. Coach	0.110	\$ 4,763	\$ 5,001	\$ 5,239	\$ 5,477	\$ 5,715	\$ 5,954
Basketball, Freshman Boys	0.085	\$ 3,680	\$ 3,864	\$ 4,048	\$ 4,232	\$ 4,416	\$ 4,601
Basketball, Head Coach	0.165	\$ 7,144	\$ 7,502	\$ 7,859	\$ 8,216	\$ 8,573	\$ 8,930
Basketball, JH Head Coach	0.070	\$ 3,031	\$ 3,182	\$ 3,334	\$ 3,486	\$ 3,637	\$ 3,789
Basketball, JH Asst. Coach	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Breakfast Coverage	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Cheer Advisor, 7-8	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Cheer Advisor, 9-12	0.110	\$ 4,763	\$ 5,001	\$ 5,239	\$ 5,477	\$ 5,715	\$ 5,954
Cheerleading, Asst.	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Class Advisor, Senior	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Class Advisor, Freshman	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Class Advisor, Junior	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Class Advisor, Sophomore	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Colorguard	0.040	\$ 1,732	\$ 1,819	\$ 1,905	\$ 1,992	\$ 2,078	\$ 2,165
Consumer Ed Club	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Coronation Director	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Cross Country, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Cross Country, JH Head Coach	0.070	\$ 3,031	\$ 3,182	\$ 3,334	\$ 3,486	\$ 3,637	\$ 3,789
Drama Club	0.018	\$ 779	\$ 818	\$ 857	\$ 896	\$ 935	\$ 974
Football, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Football, Asst.-Coordinator	0.110	\$ 4,763	\$ 5,001	\$ 5,239	\$ 5,477	\$ 5,715	\$ 5,954
Football, Asst.-Special Teams	0.100	\$ 4,330	\$ 4,546	\$ 4,763	\$ 4,979	\$ 5,196	\$ 5,412
Football, Head Coach	0.165	\$ 7,144	\$ 7,502	\$ 7,859	\$ 8,216	\$ 8,573	\$ 8,930
Football, JH Head Coach	0.070	\$ 3,031	\$ 3,182	\$ 3,334	\$ 3,486	\$ 3,637	\$ 3,789
Football, JH Asst. Coach	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Foreign Language Club	0.018	\$ 779	\$ 818	\$ 857	\$ 896	\$ 935	\$ 974
Golf, Head Coach (Boys)	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Golf, Head Coach (Girls)	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Hicksville Initiative Leader							
(Per House)	0.040	\$ 1,732	\$ 1,819	\$ 1,905	\$ 1,992	\$ 2,078	\$ 2,165

							15 Yrs.
		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	or more
POSITION			5%	10%	15%	20%	25%
Land Lab Coordinator	0.018	\$ 779	\$ 818	\$ 857	\$ 896	\$ 935	\$ 974
Mat Maid Advisor	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Mentor, District	0.030	\$ 1,299	\$ 1,364	\$ 1,429	\$ 1,494	\$ 1,559	\$ 1,624
Mentor, Teacher; per Teacher	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Mini Aces Basketball	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Baseball	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Football	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Volleyball	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Wrestling	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Cross Country	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Softball	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Golf	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Mini Aces Track	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Musical Director, HS	0.085	\$ 3,680	\$ 3,864	\$ 4,048	\$ 4,232	\$ 4,416	\$ 4,601
Musical Director, Elem.	0.085	\$ 3,680	\$ 3,864	\$ 4,048	\$ 4,232	\$ 4,416	\$ 4,601
Musical Asst., HS	0.040	\$ 1,732	\$ 1,819	\$ 1,905	\$ 1,992	\$ 2,078	\$ 2,165
Musical Asst., Elem.	0.040	\$ 1,732	\$ 1,819	\$ 1,905	\$ 1,992	\$ 2,078	\$ 2,165
National Honor Society	0.018	\$ 779	\$ 818	\$ 857	\$ 896	\$ 935	\$ 974
Newspaper	0.050	\$ 2,165	\$ 2,273	\$ 2,381	\$ 2,490	\$ 2,598	\$ 2,706
Prom Advisor	0.025	\$ 1,082	\$ 1,137	\$ 1,191	\$ 1,245	\$ 1,299	\$ 1,353
Quiz Bowl	0.050	\$ 2,165	\$ 2,273	\$ 2,381	\$ 2,490	\$ 2,598	\$ 2,706
Science Club/Science Fair Advisor	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Science Fair Advisor	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Show Choir Director	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Softball, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Softball, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Student Council, Elem	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Student Council, HS	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Student Council, JH	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920
Track, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Track, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Track, JH Coach (boys)	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Track, JH Coach (girls)	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Vocal, Extra Duties	0.020	\$ 866	\$ 909	\$ 953	\$ 996	\$ 1,039	\$ 1,082
Volleyball, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Volleyball, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Volleyball, Freshman	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Volleyball, JH Head Coach	0.070	\$ 3,031	\$ 3,182	\$ 3,334	\$ 3,486	\$ 3,637	\$ 3,789
Volleyball, JH Asst. Coach	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Weight Room Strength/ Conditioning Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Wrestling, Asst. Coach	0.080	\$ 3,464	\$ 3,637	\$ 3,810	\$ 3,984	\$ 4,157	\$ 4,330
Wrestling, Head Coach	0.150	\$ 6,495	\$ 6,820	\$ 7,144	\$ 7,469	\$ 7,794	\$ 8,119
Wrestling, JH Head Coach	0.070	\$ 3,031	\$ 3,182	\$ 3,334	\$ 3,486	\$ 3,637	\$ 3,789
Wrestling, JH Asst. Coach	0.060	\$ 2,598	\$ 2,728	\$ 2,858	\$ 2,988	\$ 3,118	\$ 3,247
Yearbook, HS	0.050	\$ 2,165	\$ 2,273	\$ 2,381	\$ 2,490	\$ 2,598	\$ 2,706
Yearbook, MS	0.030	\$ 1,299	\$ 1,364	\$ 1,429	\$ 1,494	\$ 1,559	\$ 1,624
Yearbook, Elem.	0.017	\$ 736	\$ 773	\$ 810	\$ 846	\$ 883	\$ 920

The Board of Education will determine which contracts to award, with input from the Athletic Director, and Administrators, based on appropriate number of student participants.

**2024-2025 SCHOOL YEAR
SUPPLEMENTAL SALARY SCHEDULE**

Base = \$44,381 (2.50% - with step)

		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	15 Yrs. or more
POSITION		5%	10%	15%	20%	25%	
Archery Director	0.045	\$ 1,997	\$ 2,097	\$ 2,197	\$ 2,297	\$ 2,397	\$ 2,496
Archery Director Assistant	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Art Club Advisor	0.018	\$ 799	\$ 839	\$ 879	\$ 919	\$ 959	\$ 999
Asst. Athletic Director	0.100	\$ 4,438	\$ 4,660	\$ 4,882	\$ 5,104	\$ 5,326	\$ 5,548
Athletic Director	0.268	\$ 11,894	\$ 12,489	\$ 13,084	\$ 13,678	\$ 14,273	\$ 14,868
Band (Pep Band, etc)	0.104	\$ 4,616	\$ 4,846	\$ 5,077	\$ 5,308	\$ 5,539	\$ 5,770
Baseball, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Baseball, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Basketball, Asst. Coach	0.110	\$ 4,882	\$ 5,126	\$ 5,370	\$ 5,614	\$ 5,858	\$ 6,102
Basketball, Freshman Boys	0.085	\$ 3,772	\$ 3,961	\$ 4,150	\$ 4,338	\$ 4,527	\$ 4,715
Basketball, Head Coach	0.165	\$ 7,323	\$ 7,689	\$ 8,055	\$ 8,421	\$ 8,787	\$ 9,154
Basketball, JH Head Coach	0.070	\$ 3,107	\$ 3,262	\$ 3,417	\$ 3,573	\$ 3,728	\$ 3,883
Basketball, JH Asst. Coach	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Breakfast Coverage	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Cheer Advisor, 7-8	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Cheer Advisor, 9-12	0.110	\$ 4,882	\$ 5,126	\$ 5,370	\$ 5,614	\$ 5,858	\$ 6,102
Cheerleading, Asst.	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Class Advisor, Senior	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Class Advisor, Freshman	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Class Advisor, Junior	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Class Advisor, Sophomore	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Colorguard	0.040	\$ 1,775	\$ 1,864	\$ 1,953	\$ 2,042	\$ 2,130	\$ 2,219
Consumer Ed Club	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Coronation Director	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Cross Country, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Cross Country, JH Head Coach	0.070	\$ 3,107	\$ 3,262	\$ 3,417	\$ 3,573	\$ 3,728	\$ 3,883
Drama Club	0.018	\$ 799	\$ 839	\$ 879	\$ 919	\$ 959	\$ 999
Football, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Football, Asst.-Coordinator	0.110	\$ 4,882	\$ 5,126	\$ 5,370	\$ 5,614	\$ 5,858	\$ 6,102
Football, Asst.-Special Teams	0.100	\$ 4,438	\$ 4,660	\$ 4,882	\$ 5,104	\$ 5,326	\$ 5,548
Football, Head Coach	0.165	\$ 7,323	\$ 7,689	\$ 8,055	\$ 8,421	\$ 8,787	\$ 9,154
Football, JH Head Coach	0.070	\$ 3,107	\$ 3,262	\$ 3,417	\$ 3,573	\$ 3,728	\$ 3,883
Football, JH Asst. Coach	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Foreign Language Club	0.018	\$ 799	\$ 839	\$ 879	\$ 919	\$ 959	\$ 999
Golf, Head Coach (Boys)	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Golf, Head Coach (Girls)	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Hicksville Initiative Leader (Per House)	0.040	\$ 1,775	\$ 1,864	\$ 1,953	\$ 2,042	\$ 2,130	\$ 2,219

							15 Yrs.
		1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9-11 Yrs.	12-14 Yrs.	or more
POSITION			5%	10%	15%	20%	25%
Land Lab Coordinator	0.018	\$ 799	\$ 839	\$ 879	\$ 919	\$ 959	\$ 999
Mat Maid Advisor	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Mentor, District	0.030	\$ 1,331	\$ 1,398	\$ 1,465	\$ 1,531	\$ 1,598	\$ 1,664
Mentor, Teacher, per Teacher	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Mini Aces Basketball	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Baseball	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Football	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Volleyball	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Wrestling	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Cross Country	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Softball	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Golf	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Mini Aces Track	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Musical Director, HS	0.085	\$ 3,772	\$ 3,961	\$ 4,150	\$ 4,338	\$ 4,527	\$ 4,715
Musical Director, Elem.	0.085	\$ 3,772	\$ 3,961	\$ 4,150	\$ 4,338	\$ 4,527	\$ 4,715
Musical Asst., HS	0.040	\$ 1,775	\$ 1,864	\$ 1,953	\$ 2,042	\$ 2,130	\$ 2,219
Musical Asst., Elem.	0.040	\$ 1,775	\$ 1,864	\$ 1,953	\$ 2,042	\$ 2,130	\$ 2,219
National Honor Society	0.018	\$ 799	\$ 839	\$ 879	\$ 919	\$ 959	\$ 999
Newspaper	0.050	\$ 2,219	\$ 2,330	\$ 2,441	\$ 2,552	\$ 2,663	\$ 2,774
Prom Advisor	0.025	\$ 1,110	\$ 1,165	\$ 1,220	\$ 1,276	\$ 1,331	\$ 1,387
Quiz Bowl	0.050	\$ 2,219	\$ 2,330	\$ 2,441	\$ 2,552	\$ 2,663	\$ 2,774
Science Club/Science Fair Advisor	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Science Fair Advisor	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Show Choir Director	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Softball, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Softball, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Student Council, Elem	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Student Council, HS	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Student Council, JH	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943
Track, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Track, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Track, JH Coach (boys)	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Track, JH Coach (girls)	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Vocal, Extra Duties	0.020	\$ 888	\$ 932	\$ 976	\$ 1,021	\$ 1,065	\$ 1,110
Volleyball, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Volleyball, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Volleyball, Freshman	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Volleyball, JH Head Coach	0.070	\$ 3,107	\$ 3,262	\$ 3,417	\$ 3,573	\$ 3,728	\$ 3,883
Volleyball, JH Asst. Coach	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Weight Room Strength/ Conditioning Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Wrestling, Asst. Coach	0.080	\$ 3,550	\$ 3,728	\$ 3,906	\$ 4,083	\$ 4,261	\$ 4,438
Wrestling, Head Coach	0.150	\$ 6,657	\$ 6,990	\$ 7,323	\$ 7,656	\$ 7,989	\$ 8,321
Wrestling, JH Head Coach	0.070	\$ 3,107	\$ 3,262	\$ 3,417	\$ 3,573	\$ 3,728	\$ 3,883
Wrestling, JH Asst. Coach	0.060	\$ 2,663	\$ 2,796	\$ 2,929	\$ 3,062	\$ 3,195	\$ 3,329
Yearbook, HS	0.050	\$ 2,219	\$ 2,330	\$ 2,441	\$ 2,552	\$ 2,663	\$ 2,774
Yearbook, MS	0.030	\$ 1,331	\$ 1,398	\$ 1,465	\$ 1,531	\$ 1,598	\$ 1,664
Yearbook, Elem.	0.017	\$ 754	\$ 792	\$ 830	\$ 868	\$ 905	\$ 943

The Board of Education will determine which contracts to award, with input from the Athletic Director, and Administrators, based on appropriate number of student participants.

APPENDIX C

TEACHER EVALUATION GUIDELINES

Teacher evaluations shall be done in accordance with the provisions as set forth in Ohio Revised Code Section 3319.111, 3319.11 and 3319.112 and 3319.113. Teacher reference also includes counselors unless otherwise noted.

1. The teacher evaluation procedure contained in this Appendix applies to the following employees of the District:
 - a) Teachers working under a license issued under sections §3319.22, §3319.26, §3319.222 or §3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
 - b) Teachers working under a permanent certificate issued under §3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
 - c) Teachers working under a permanent certificate issued under §3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
 - d) Teachers working under a permit issued under §3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
 - e) All other teachers not under this evaluation system as specified in "a-d" above, shall remain on the previous evaluation system prior to OTES 1.0.
2. Any board of education evaluating a teacher pursuant to this section shall adopt evaluation procedures that shall be applied each time a teacher is evaluated pursuant to this section. These evaluation procedures shall include, but not be limited to:
 - a) Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;
 - b) Observation of the teacher being evaluated by the person conducting the observation on at least two (2) occasions for not less than thirty (30) minutes on each occasion;
 - c) A written summative evaluation report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements will be completed within ten (10) working days following the second observation.
3. This section does not apply to teacher's subject to evaluation procedures under §3319.01 and §3319.02 of the Ohio Revised Code or to any teacher employed as a substitute for less than one hundred twenty (120) days during a school year pursuant to §3319.10 of the Ohio Revised Code.
4. No evaluations will take place until Administration has acquainted the teacher with the school district's performance expectations, evaluation procedures, criteria, and instruments, which may be used in the evaluation process.

B. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be assessed based on the current OTES Teacher Performance Evaluation Rubric or OSCES Counselor Evaluation Rubric.
2. No teacher shall be evaluated on his or her teaching performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

4. No misleading, inaccurate, untimely, hear-say, or undocumented information may become part of the teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices other than the handheld device (accessing forms) used by the evaluator during the evaluation.
6. Teachers have the right to submit evidence in support of his/her evaluation.

C. WHO MAY EVALUATE

1. The evaluator may not be a bargaining unit member. Evaluation of an employee shall be conducted by a supervisor who is employed under a full-time contract with the Hicksville Exempted Village Board of Education pursuant to ORC §3319.01 or §3319.02 and must hold at least one (1) certificate named under division (E), (F), (G), (H), (J), (L), or (M) or ORC §3319.22 and must be credentialed as stated in Ohio law.
2. All teacher evaluations shall be performed only by the teacher's immediate supervisor(s) unless otherwise noted herein. Immediate supervisor(s) are defined as building principals and assistant principals.
3. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator.
4. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.
5. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

D. DEFINITIONS

1. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
2. Ohio School Counselor's Evaluation System (OSCES): The counselor evaluation system that is codified under section 3319.113.
3. Evaluation Framework: As established by the State Board of Education and in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 or 3319.113 of the Ohio Revised Code.
4. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.11, 3319.112, and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 or 3319.113 of the Ohio Revised Code.
5. Evaluation Factors: The walkthrough(s), observation(s), evidence, and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.
6. Evaluation Factors for School Counselors: Outcomes of student metrics and counselor performance. Each of the 6 standards weighed equally (50%) and outcomes of student metrics (50%).
7. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating, based on the OTES Teacher Performance Evaluation Rubric and OSCES performance evaluation rubric.
8. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. Each completed evaluation will result in the

assignment of a teacher to one of the OTES or OSCES evaluation ratings. Subject to change based on legislative changes.

9. Evaluation Instruments: The forms used by the teacher's evaluator attached herein.
10. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative evaluation ratings.
11. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE). The report shall only include the number of teachers for whom an evaluation was conducted, and the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.
12. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. HQSD must be used as evidence in any component of the evaluation related to the following:
 - Knowledge of the students to whom the teacher provides instruction.
 - The teacher's use of differentiated instructional practices based on the needs or abilities of individual students.
 - Assessment of student learning.
 - The teacher's use of assessment data.
 - Professional responsibility and growth.
13. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of ineffective for three (3) consecutive years so long as the teacher has been in the same grade levels contained within their certification for these three (3) years.
14. Teacher(s) of Record
 - a) Is/Are responsible for assigning the grade to the student.
15. Linkage: The process of connecting the teachers(s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.
16. Improvement Plan: A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of Ineffective. However, districts have discretion to place any teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.
17. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix ____.

E. EVALUATION PROCESS

1. All teachers will develop a Professional Growth Plan or improvement plan if warranted (not both).
2. The Board shall provide for the allocation of financial resources to support professional development.
3. Employees shall be given a copy of any observation, or evaluation report prepared by the credentialed evaluator.
4. All evaluations will be completed by May 1 of each year.
5. The teacher's signature/PIN number cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. In the event a third observation is deemed necessary due to consideration for non-renewal, another written observation report shall be completed within ten (10) days following the third observation designating all improvements and continued deficiencies if any.
7. The written evaluation shall include recommendations that are specifically clear on what is to be done to improve in the event the credentialed evaluator finds need for improvement from a teacher.

The credentialed evaluator involved in the evaluation shall assist the teacher by providing suggestions and a timeline for improvement.

8. The teachers shall be granted at least thirty (30) calendar days to correct deficiencies prior to the next observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. The teacher will be granted at least 30 (thirty) calendar days to correct deficiencies following the second observation.
9. Any evaluation which is ineffective must be accompanied by a written improvement plan using a mutually agreed upon form.
10. No teacher will be required to sign a blank or incomplete form.
11. Counselors will determine their own student metrics.
12. If the above procedures are not followed for an employee on an improvement plan, the teacher or teachers being evaluated will be reemployed with a minimum of a one-year limited contract.
13. All forms as well as the aforementioned procedures shall be changed only by mutual consent of the Board and Association stated in writing, and ratified by both parties.
14. Members who are retiring may give notice to the Board on or before December 1 of the same school year that the member intends to retire. The retirement will be effective at the end of the school year. In giving notice on or before December 1, the teacher will not be required to participate in the evaluation process. The letter of intent to retire is irrevocable upon Board action. The December 1 retirement notice applies only to the evaluation process, and does not act to modify or amend any other provisions of the Master Agreement that apply to notification or retirement and/or retirement benefits.
15. Any member who receives a rating of Accomplished for a summative rating on the OTES or OSCES may only be evaluated every three (3) years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluations and the evaluator determines the teacher is making progress in that plan.
16. Any member who receives a rating of skilled for a summative rating on the OTES or OSCES may only be evaluated every two years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluations and the evaluator determines the teacher is making progress in that plan.
17. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
18. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
19. A teacher shall provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
20. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.
21. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.

F. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCE

1. All observations must be accompanied by a pre-observation conference between the administrator and the teacher. This conference and/or questionnaire shall take place on a mutually agreed date upon between the teacher and evaluator.
2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place on a mutually agreed upon date between the teacher and evaluator not

to exceed ten (10) working days of the observation. A written summary of the observation(s) shall be presented to the teacher during this post-observation conference.

3. The written evaluation shall include both performance strengths and weaknesses. If the teacher is found to be deficient in certain areas, the written evaluation shall include specific recommendations for improvement in the teacher's performance and the means by which the teacher may obtain assistance in making needed improvements. The teacher shall be given thirty (30) calendar days if deficiencies are found for improvement.
4. Rebuttals to written evaluations shall be accepted from teacher(s) and will be attached to the performance evaluation report. This evaluation procedure is subject to the grievance procedure, Article III, of this Agreement.

G. WALKTHROUGHS

1. A walkthrough shall be used for professional development purposes.
2. The walkthrough shall be at least one (1) minute, but not more than five (5) consecutive minutes in duration.
3. The teacher shall be provided a completed copy of the walkthrough form. An in-person debriefing will occur if requested.
4. No more than two (2) walkthroughs shall be conducted each year for evaluation purposes.
5. Walkthroughs can be requested by a teacher in addition to employer-initiated walkthroughs.
6. Walkthroughs will cause no disruption to the classroom or be conducted during confidential conferences.

H. WALKTHROUGH IMPROVEMENT AREAS

1. Recommendations and resources to remediate deficiencies shall be given.
2. Walkthrough deficiencies must be put in writing and provided to the teacher within two (2) work days after the observed deficiency occurs.

I. IMPROVEMENT PLAN FOR DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND/OR BELOW EXPECTED STUDENT GROWTH MEASURES.

1. A professional improvement plan is a clearly articulated assistance program for a teacher:
 - a) Improvement necessitated by formal observations resulting in the final holistic rating of ineffective.
2. All focus areas shall be addressed during the post-observation conferences.
3. All areas of improvement identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conferences.
4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified areas for improvement.
5. The evaluator and teacher shall develop a plan for remediation of identified areas and such plan shall be in writing and provided to the teacher.
6. The remediation plan, as outlined in this section, shall detail:
 - a) Performance issues documented as focus areas;
 - b) Specific performance expectations;
 - c) The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d) Sufficient, specific timelines, not less than thirty (30) calendar days, as to allow for the remediation of identified areas for improvement.
 - e) The provision for a trained teacher mentor/coach as appropriate.
7. If a remediation plan is developed prior to February 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

J. MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN

1. If requested by the employee, the District will provide teachers under an improvement plan with a mentor teacher (coach) who is not the credentialed evaluator.
2. Role of the Mentor Teacher
 - a) The mentor/teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.
 - b) The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - c) The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
3. Release Time;
Each mentor teacher may be granted release time for direct mentoring activities. Release time may be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
4. Protections
 - a) Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
 - b) A mentor teacher shall not be questioned or directed to make any recommendation regarding the continued employment of the teacher.
 - c) No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
 - d) All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
 - e) At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assign to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised once a year by the mentor teacher or teacher.

K. HIGHLY QUALIFIED STUDENT DATA COMMITTEE (HQSD COMMITTEE)

- a) An HQSD committee will establish the policies, procedures and processes HQSD and provide professional development in the area of HQSD.
- b) The committee shall not have the authority to negotiate wage, hours, or terms and conditions of employment.
- c) The committee shall consist of the Association President or designee, Association members, appointed by the Association, and Administrator from each school building appointed by the Superintendent, and the Superintendent or his/her designee. Not more than five (5) shall be appointed for each side.
- d) The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- e) At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- g) Members of the committee will receive training in, but not limited to, HQSD trainings with ODE trained trainers and any other trainings that become necessary for the committee.
- h) The committee will establish by mutual agreement a meeting calendar.
- i) Committee agendas will be developed jointly by the co-chairpersons of the committee.
- j) The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
- k) All decisions of the committee will be achieved by majority.

- l) The committee may be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, HQSD trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
- m) Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
- n) The committee will review the multiple elements of HQSD, using the approved established guidelines and return them to the appropriate parties either for gathering data or for revision and resubmission to the committee.
- o) In the case that the committee returns an element of HQSD for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission.
- p) The HQSD Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.
- q) Association committee members may be paid \$400.

L. PERSONNEL ACTION REQUIREMENTS

- a) A teacher's evaluation cycle shall not be considered complete until the teacher has been provided a written/digital report of the results of the evaluation.

M. LESS FREQUENT/SKILLED AND ACCOMPLISHED EVALUATION

- a) Teachers with ratings of skilled and accomplished on less frequent years will receive one announced informal observation consisting of no more than 30 minutes. Evaluators will complete a walk-through form. The evaluator will hold an informal post conference within ten (10) days of the observation. This informal observation will focus on the professional growth plan submitted at the beginning of said year.

