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Agreement Between

**Highland Local School District
Board of Education**

and the

Highland Education Association

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement between the Highland Local School District Board of Education ("Board, "District," or "district") and the Highland Education Association HEA/Ohio Education Association OEA/National Education Association NEA ("Association") sets forth all agreements between the parties, renders void any and all past agreements between the parties, and constitutes a binding agreement.

ARTICLE I RECOGNITION

1.01 BARGAINING UNIT

The Board recognizes the Association as the exclusive bargaining representative of a bargaining unit composed of all regularly employed full-time and regularly employed part-time certificated/licensed Classroom Teachers, Librarians, Guidance Counselors, Speech and Hearing Therapists, Remedial Reading Teachers, Tutors, and Psychologists.

1.02 CHANGE IN RECOGNITION

Any challenge to the Association's status as the exclusive bargaining representative for the bargaining unit defined in Section 1.01 of this Article shall be handled in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE II NEGOTIATING PROCEDURE

2.01 REQUESTS FOR NEGOTIATIONS

2.011 Unless otherwise mutually agreed, negotiations for a successor Agreement will begin no earlier than March 1 and no later than April 1 of the year in which this Agreement expires. Upon the request of either party, an initial meeting will be scheduled for the purpose of permitting each party to submit in writing all its initial proposals for negotiations. Thereafter neither party shall submit additional items except with the consent of the other party.

2.02 NEGOTIATION MEETINGS

2.021 Meetings shall be scheduled at reasonable intervals, places and times, and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. If a meeting is scheduled during daily duty hours, members of the Association's negotiating team will be relieved of all regular duties, without loss of pay, as is necessary to permit their participation at such meeting.

2.022 Meetings shall be closed to the media and the public.

2.023 Either party may caucus for a reasonable period at any time.

2.024 If unforeseen circumstances preclude a party's spokesperson from attending or cause him/her to be significantly late, that person is responsible for notifying his/her counterpart as promptly as possible and the parties shall thereupon schedule the next meeting.

2.03 REPRESENTATION

Representation at each meeting shall be limited to not more than six (6) representatives of the Board which includes the Board consultant, and not more than six (6) representatives of the Association which includes the OEA/NEA Labor Relations Consultant. At the initial session each party shall designate its representatives and only those so designated shall attend the subsequent meetings, unless the parties agree otherwise.

2.04 AGREEMENT

2.041 As tentative agreement is reached on each item, the agreement shall promptly be reduced to writing and initialed by a designated representative of each party.

2.042 Final agreement shall be reduced to writing and submitted to the Association for approval. The Association's designated representatives shall recommend approval. Upon approval by the Association the agreement shall be submitted to the Board for approval. The Board's designated representatives shall recommend approval. If approved by both parties, the new Agreement shall then be signed on behalf of the parties.

2.05 DISAGREEMENT

If agreement is not reached within forty-five (45) calendar days after commencement of negotiations, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Association and the Board.

2.06 EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 2.05 of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 **DEFINITION**

- 3.011 A "grievance" is any alleged misinterpretation, misapplication, or violation of this Agreement.
- 3.012 "Grievant" means the person or group of persons filing the grievance, or the Association.
- 3.013 "Days" under this Article means teacher work days except for summer vacation when weekdays excluding holidays apply.

3.02 **TIME LIMITS**

Each grievance shall be processed rapidly. The number of days indicated at a step of the procedure shall be maximums, unless extended by mutual consent. If the grievant fails to meet the deadline at any step of the procedure, the grievance shall be considered waived. If the Association files a grievance that involves an institutional Association interest (such as an alleged failure to properly deduct and forward Association dues) as opposed to an individual employee interest (such as an allegedly improper disciplinary action or transfer), the time limit for initiating a grievance will be measured from the date the Association became aware, or reasonably should have become aware, of the claimed misinterpretation, misapplication or violation of this Agreement.

3.03 **COMMUNICATION**

Except at the informal level, each communication concerning a grievance shall be in writing, hand delivered or receipted or delivered by email.

3.04 **RIGHTS OF THE GRIEVANT**

- 3.041 The grievant, in his/her sole discretion, may represent himself/herself at all levels of the grievance procedure without assistance of the Association. The Association President or designee may be present at all formal levels of the grievance procedure to present the Association's views on the grievance. Any remedy provided in such a case shall not be inconsistent with the terms of this agreement.
- 3.042 The grievant may be accompanied by an Association representative of his/her choosing at all levels of the grievance procedure. The grievant may not be represented by any teacher organization other than the Association.
- 3.043 No reprisal will be taken against a bargaining unit member for having filed a grievance or participated in the grievance procedure.

3.05 INFORMAL STEP

A grievant shall discuss the grievance with the party at the lowest level who has authority to resolve the grievance. This is usually the building principal or other immediate supervisor, when applicable, unless the Superintendent or Board is the only party with authority. If the grievance is not resolved informally, the grievant may initiate a formal grievance.

3.06 FORMAL PROCEDURE

3.061 Level I:

If a written grievance (Level I) is not filed within twenty (20) days after the act(s) or condition(s) giving rise to the grievance occurred, the grievance shall be considered waived. The grievant shall file the grievance in writing on the form in Appendix D with the party at the lowest level who has authority to resolve the grievance. The grievance shall be signed by the grievant, contain a concise statement of complaint, the facts upon which it is based, the specific provisions of this Agreement alleged to have been misinterpreted, misapplied, or violated, and the relief sought. A copy of the grievance shall be filed with the Association President. The party with whom the grievance is filed shall meet with the grievant within ten (10) days and furnish the grievant his/her written disposition, including his/her rationale for such disposition, in writing, within ten (10) days of such meeting. A copy of the disposition shall be filed with the Association President.

3.062 Level II:

If the grievance is not resolved at Level I, (or if no disposition has been made within the time limit set forth in Level I), the grievant may, within ten (10) days of receipt of the Level I disposition, (or when the time limit set forth in Level I expired), file the grievance in writing with the Superintendent. Within ten (10) days after filing, the Superintendent shall meet with the grievant. Within ten (10) days after the meeting, the Superintendent shall give his/her written disposition to the grievant. A copy of the disposition shall be filed with the Association President.

3.063 Level III:

If the grievance is not resolved at Level II, (or if no disposition has been made within the time limits set forth in Level II), the Association only may within ten (10) days request arbitration by filing a written notice of the request with the Treasurer. Within ten (10) days after receipt of such request, either party may request the American Arbitration Association (AAA) to furnish a panel of fifteen (15) names. Selection of the arbitrator and the conduct of any arbitration hearing shall be in accordance with the AAA's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be final and binding on the Association, grievant, and Board, subject to judicial appeal if the arbitrator exceeds his/her authority. The arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this Agreement. The cost of the arbitrator and the AAA's administrative fee shall be shared equally by the Association and the Board except that, in the event a grievance is appealed

to arbitration but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) shall be borne as follows: (1) solely by the Association if the grievance is withdrawn; (2) solely by the Board if the grievance is granted; (3) shared equally by the Association and the Board if the grievance is settled by means of a compromise. Otherwise, each party is responsible for its own costs.

**ARTICLE IV
COMPENSATION**

4.01 SALARIES

- 4.011 The salaries of all bargaining unit members are set forth in Appendix A, which is a part hereof. The base salary will increase an additional 2.65% for the 2022-2023 school year, an additional 2.75% for the 2023-2024 school year, and an additional 2.85% for the 2024-2025 school year.
- 4.012 Salaries for part-time bargaining unit members shall be pro-rated on the basis of the salary schedule set forth in Appendix A.
- 4.013 Compensation for tutors shall be calculated as a percentage of the base salary as follows:

Years of Experience				
0-3	4-9	10-14	15-19	20+
.000880	.000930	.000980	.001030	.001080

A tutor will be compensated at the bargaining unit member's regular hourly rate for mandatory meetings or assigned duties outside the member's regularly scheduled workday. Timesheets must be submitted to the Treasurer verifying such work beyond the normal day.

- 4.014 A bargaining unit member shall be paid in twenty-six (26) equal bi-weekly installments. The parties recognize that every several school years, by operation of the calendar, a three-week hiatus between pays is necessary in order to avoid a twenty-seventh pay within a school year.
- 4.015 All bargaining unit members will be paid by direct deposit.
- 4.016 If the individual teaching contract is terminated by either party during the school year, or the teacher's contract is suspended as part of a reduction in force under Article XIII of this Agreement during the school year, the total sum due the bargaining unit member shall be paid on either of the next two (2) scheduled pay days following the member's last day of service. If practicable, payment will be made on the next scheduled pay day. Board-provided insurance benefits will terminate on the last day of the month of the

effective date of separation.

- 4.017 If the individual teaching contract is terminated or not renewed by either party at the end of the school year, or the teacher's contract is suspended as part of a reduction in force under Article XIII of this Agreement effective as of the end of the school year, the total sum due bargaining unit member shall be paid at the next scheduled pay day following the close of school, if the member so desires. Members who do not elect lump sum final pay will stay on the normal payroll schedule and be covered by Board insurance through August 31. Members who do elect lump sum pay will not receive fringe benefits at Board expense after their final pay.

4.02 PLACEMENT ON THE SALARY SCHEDULE

4.021 Initial Placement on the Salary Schedule

A bargaining unit member shall be placed on the salary schedule using all his/her years of teaching credit as hereby provided:

- A. all years of teaching service in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- B. (1) for employees hired before July 1, 2022, all years of teaching service, up to ten (10) years in any other Ohio public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

(2) for employees hired on and after July 1, 2022, all years of teaching service, up to fifteen (15) years in any other Ohio public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- C. all years of active military service in the armed forces of the United States, to a maximum of five (5) years;
- D. all years of Ohio public school substitute teaching consisting of at least one hundred twenty (120) days occurring within a particular school year and within the same school district; and
- E. all years of Ohio public school tutoring consisting of at least one hundred twenty (120) days or seven hundred twenty (720) hours occurring within a particular school year and within the same school district.
- F. These provisions supersede Sections 3317.13 and 3317.14 of the Ohio Revised Code as to initial placement on the salary schedule.

4.022 Advancement on the Salary Schedule

Upon completion of academic requirements for horizontal advancement on the salary schedule and the filing of evidence (which shall be a transcript, if available, or a letter from the academic dean or comparable official of the educational institution certifying completion of the qualifying course work if a transcript is not available) and the form (Appendix C) with the Superintendent, the salary increment shall become effective as follows:

- A. A bargaining unit member filing by not later than October 1st of any work year shall be advanced on the salary schedule effective with the first (1st) work day of the work year.
- B. A bargaining unit member filing after October 1st, but not later than February 15th of any work year, shall be advanced on the salary schedule effective with the first (1st) work day of the second (2nd) semester of the work year.
- C. A bargaining unit member shall begin to receive payment for such advancement no later than the second (2nd) pay date following such placement.

4.023 For purposes of seniority and vertical advancement on the salary schedule, a salaried bargaining unit member shall receive credit as follows:

- A. Full credit for each year in which the bargaining unit member works fulltime for 120 days or more.
- B. Credit for one (1) year of service at the end of each year in which the bargaining unit member has worked at least half-time but less than fulltime. A teacher may qualify under this provision by working three (3) or more hours per day for 120 or more days in the year, or by working full school days for at least 92 days in the year. This paragraph applies to teachers regularly assigned to less than full-time teaching positions, e.g., kindergarten. Days on paid leave (e.g., sick leave) shall count as time worked.

4.024 Salary Advancement at the Bachelor Degree Level

An employee, hired after July 1, 1995, will be eligible for placement on the salary schedule beyond the Bachelor Degree if all hours have been earned after the degree was granted. These hours may be graduate or undergraduate, but must have been earned through an accredited college or university.

4.025 Salary Advancement Beyond the Master Degree Level

Courses taken beyond the Master Degree may be used for advancement on the salary schedule only if the courses are taken at the graduate level through an accredited college or university, and have a direct relationship to the field of education. Certain undergraduate courses may be acceptable

providing written approval has been secured from the Superintendent.

- 4.026 Teachers passing all requirements and obtaining National Board Certification shall receive a one-time bonus payment of five hundred dollars (\$500.00).

4.03 CO-CURRICULAR ACTIVITIES

Participation by a bargaining unit member in co-curricular activities will be strictly voluntary and he/she will be compensated for all such participation in accordance with the provisions of Appendix B.

Years of Experience for Co-Curricular Activities will be defined pursuant to 4.021.

4.04 RETIREMENT CONTRIBUTION BENEFIT

The Board shall continue to assume and pay (pickup) a bargaining unit member's mandatory contribution required by the State Teachers Retirement System (STRS), pursuant to Chapter 3307 of the Ohio Revised Code. This shall be accomplished through the "salary reduction/salary restatement" method under which the Board's total combined expenditures for total annual salaries of all bargaining unit members, shall not be greater than the amount it would have paid had this provision not been in effect.

4.05 CAR ALLOWANCE

- 4.051 A bargaining unit member who is required to use his/her automobile in performance of his/her school duties (exclusive of athletic or intramural activities and travel between the member's home and school) shall be reimbursed for such travel.

- 4.052 Reimbursement shall be at the current Internal Revenue Service rate.

4.06 SEVERANCE PAY

- 4.061 A bargaining unit member, at the time of retirement from active service with the Board, and with ten (10) or more years of service with the State of Ohio, any political subdivision(s), or any combination thereof, shall receive severance pay equal to one fourth (1/4) of the value of the member's accrued but unused sick leave at the time of retirement.

- 4.062 This payment shall be based on the bargaining unit member's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. A member may receive only one payment under this Section, and the aggregate value of the payment shall in no event exceed the value of eighty-four (84) days of accrued but unused sick leave. As used in this Section, "retirement" means disability or service retirement under the Ohio State Teachers Retirement System set forth in Chapter 3307 of the Ohio Revised Code.

- 4.063 A bargaining unit member with ten (10) or more years of teaching service in

the District who dies will be awarded severance pay.

- 4.064 Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of Section 3.4(a) of the District's Section 403(b) Plan (the "Plan"), certain retiring bargaining unit members shall have their severance pay mandatorily paid into a Plan Contract that is (i) issued by Security Benefit Life Insurance Company, and (ii) designated by the HEA to be the contract that is to be the recipient of the mandatory severance pay deferrals (the "Designated Plan Contract"). Payment of such amounts under Section 3.4(a) shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.
- 4.065 Any bargaining unit member entitled to severance pay who is not an eligible participant in the HEA Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with subsections 4.061 and 4.062 above. The member may elect to defer such pay to a Plan Contract, as permitted by any related provisions of the Section 403(b) Plan.
- 4.066 All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

4.07 SUBSTITUTING DURING PLANNING PERIOD

- 4.071 A bargaining unit member will be asked to supervise classes other than his/her normally assigned duties only when it is impossible to employ a qualified substitute. Within ten (10) school days after the start of each school year, all bargaining unit members shall be canvassed and a roster shall be made indicating each member willing to substitute during his/her planning period(s). A member whose name appears on the roster may be required to substitute during his/her planning period on any given school day unless extraordinary circumstances make such substitution impracticable. Extraordinary circumstances may include, but not be limited to, a pre-scheduled parent conference, a need to prepare a test or set up an experiment for that school day.
- 4.072 A bargaining unit member who substitutes during his/her planning period, whether or not they are on the roster, shall be compensated at the rate of thirty dollars (\$30.00). If a member substitutes for less than half the period, he/she shall receive fifteen dollars (\$15.00).
- 4.073 A bargaining unit member will not be asked to substitute during a planning period except as a last resort if he/she is not on the roster.
- 4.074 A. The librarian or study hall teacher shall receive extra compensation as provided in Section 4.072 when five (5) or more extra students are sent

to the library or study hall for the period. No extra compensation shall be paid if fewer than five (5) students are added to the library or study hall.

- B. Notwithstanding the above, if a study hall is in session with space, students will not be sent to the library except for normal purposes.
- C. Every reasonable effort shall be made to provide substitutes, subject to availability of qualified substitutes.

4.075 When the Board participates in open enrollment, the children of Board employees shall have priority for placement in spaces available. However, children of employees may not displace any student currently enrolled in the District through open enrollment.

4.08 HOURLY RATE FOR WORKSHOPS OUTSIDE THE REGULAR SCHOOL YEAR

The hourly rate of compensation for bargaining unit members who attend approved workshops outside the regular school year shall be \$35.00.

ARTICLE V EMPLOYMENT

5.01 EMPLOYMENT BY CONTRACT

The Board shall enter into a written contract for the employment and re-employment of bargaining unit members as required by State law.

5.02 INDIVIDUAL CONTRACTS

5.021 Contracts for employment shall be three (3) types:

A. Limited Contract

1. The first three (3) limited contracts shall be for a term of one (1) year each. All future renewals shall be for a minimum for two (2) years.
2. The provisions of Section 5.021(A) (1) shall remain in effect unless a bargaining unit member is granted a continuing contract in accordance with the provisions of Sections 3319.08, 3319.09 and 3319.11 of the Ohio Revised Code.

B. Continuing Contract

A continuing contract shall be issued to bargaining unit members pursuant to Sections 3319.08, 3319.09, and 3319.11 of the Ohio Revised Code (See Appendix E). To be considered for a continuing

contract, a member shall submit a letter of intent by October 15 to the Superintendent that the member may qualify for continuing contract status for the ensuing school year. Any required credential and evidence of appropriate coursework must be filed with the Superintendent by the following March 15; however, if the member has applied for a qualifying certificate/license prior to March 1 and, through circumstances the member does not control, the credential is not received by March 15, this time limit will be extended to April 1. A member not meeting these time limits will not be considered for a continuing contract for the ensuing school year.

1. Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board.
2. If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in force (except for a reduction based on a member's return from a leave of absence), the Board will act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.

C. Supplemental Contract

A supplemental contract will be given to each bargaining unit member who is to perform a supplemental duty. The contract will be a limited supplemental contract and will be issued with the regular contract or salary notice, when possible, but not later than August 1 of each school year.

No bargaining unit member shall be deemed employed for a supplemental duty after the expiration of a supplemental contract pertaining to that duty unless and until a new supplemental contract concerning the duty is offered by the Board and accepted by the member. This provision constitutes notice to bargaining unit members of the automatic non-renewal of supplemental contracts.

5.022 Pursuant to Section 3319.12 of the Ohio Revised Code, a contract and/or salary notice will be issued annually to each bargaining unit member. The notice shall contain the following:

- A. the number of work days in the school year; and
- B. the annual salary and per diem pay of the bargaining unit member.

The Treasurer shall normally distribute salary notices to bargaining unit members no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding school year has not been agreed upon by June 1, the Treasurer shall then distribute salary notices

within thirty (30) days after the new salary schedule has been established.

- 5.023 All provisions of this Agreement are incorporated by reference into the individual contract of a bargaining unit member.

5.03 NOTIFICATION OF BUILDING ASSIGNMENTS

- 5.031 Written notice of a bargaining unit member's assignment (building/grade/subject) for the next school year shall be given to the member before the last day of school. When an assignment change is made after the last day of school, written notice of the change shall promptly be sent to the member. Any course offering new to the District will be implemented by July 1 for the ensuing school year.

**ARTICLE VI
INSURANCE PROVISION**

6.01 GENERAL PROVISIONS

- 6.011 A bargaining unit member employed part-time who regularly works thirty (30) or more hours per five (5) day work week shall be entitled to full insurance coverage as provided under this Agreement. A bargaining unit member employed part-time who regularly works at least twenty-five (25) but less than thirty (30) hours per week shall not be entitled to insurance coverage under this Agreement except at his/her cost. However, any employee hired prior to January 1, 2006, shall continue to receive pro-rated economic benefits as in the past. Non-bargaining unit work shall not be counted.

- 6.012 A bargaining unit member may change the coverage status (single or family) under the terms established by the Stark County Schools Council of Government (COG).

New bargaining unit members must apply for coverage under the terms provided for in the COG.

- 6.013 Subject to provisions of the COG, a bargaining unit member on a Board-approved unpaid leave may continue insurance coverages for up to two (2) years by paying the monthly cost at a rate not to exceed the COBRA rate. A member who opts out of such continued coverage at any point may not thereafter opt in for such continued coverage

- 6.014 Employees may not be paid cash in lieu of insurance benefits.

6.02 HEALTH INSURANCE

- 6.021 The Board shall pay eighty percent (80%) of the cost of individual and family policies for health, dental, and vision insurance fringe benefits. If the

Board receives a premium holiday(s) from the COG, bargaining unit members shall not be required to pay their portion of the premium(s) for the holiday month(s).

Bargaining unit members shall not be asked, encouraged, or coerced to waive insurance benefits when changing employment status in the district.

Waiver of insurance shall not be a pre-condition for employment advancement in the district.

6.022 The Board shall reimburse any bargaining unit member purchasing Medicare and Medicaid coverage the full cost of such coverage.

6.023 STARK COUNTY SCHOOLS COUNCIL

The Board may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of the COG. The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125. This Section 125 plan must be offered through the COG. If an employee elects to utilize any of the Section 125 plan benefits, the administrative cost shall be shared equally between the employee and the employer.

6.024 PREFERRED PROVIDER - DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the COG Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

6.025 PREFERRED PROVIDER - PRESCRIPTION DRUGS

The Board shall provide, through the COG, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund

the employee's 20% co-payment.

3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

6.026 SPOUSAL COVERAGE

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and, immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this provision shall not apply.

6.027 EARLY RETIREMENT INCENTIVE

Health Insurance benefits shall be provided to employees who participate in an Early Retirement Incentive (ERI) for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

6.028 DENTAL AND VISION

The Board shall provide dental and vision benefits through the COG with the Board paying eighty percent (80%) of the monthly cost.

6.029 LIFE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to these provisions may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

6.030 LIABILITY INSURANCE

Pursuant to Section 2744.08 of the Ohio Revised Code, the Board agrees to provide reasonable liability protection for bargaining unit members, at no cost to employees, through commercially purchased insurance, a self-insurance program, or a combination of the two. The Board may contract with any person(s) or other political subdivisions in fulfilling its obligation under this Section.

ARTICLE VII
LEAVES

7.01 SICK LEAVE

7.011 A bargaining unit member shall be allowed to accumulate an unlimited number of sick leave days. A member shall receive notification of accumulated sick leave to date on a monthly basis.

7.012 Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1 ¼) days for each completed month of service or fifteen (15) days for each completed year of service. Notwithstanding the 2011 amendment to Section 3319.141 of the Ohio Revised Code, sick leave for a bargaining unit member employed on other than a full-time basis shall continue to be credited and deducted at a rate equal to the proportionate rate of employment set forth in his/her contract of employment.

7.013 A bargaining unit member shall be credited with five (5) days of sick leave as provided for in Section 3319 of the Ohio Revised Code. These five (5) days or any portion thereof may be used in case the member is unable to work because of any of the prescribed reasons for the use of sick leave before he/she has accumulated that amount of sick leave as prescribed for in Section 3319.141 of the Ohio Revised Code.

7.014 Sick leave with pay may be used for the following reasons in accordance with Section 3319.141 of the Ohio Revised Code.

A. For absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others; and

B. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member.

C. Sick leave may be used by the mother, following the birth of a child, during the six (6) calendar weeks immediately following the birth of the child for a regular birth and during the eight (8) calendar weeks immediately following a C-Section. Thereafter sick leave may be

used only with medical verification of an ongoing pregnancy-related disability. It is also mutually recognized that the father may need sick leave during this period to care for his recovering spouse, in which case his obligation is to call in at least once per week to report on whether sick leave is still needed for this purpose.

D. Sick leave will not be charged for days schools are not in session.

7.015 The "immediate family" shall be defined as: spouse, children, (including sons and daughters-in-law), parents (including parents-in-law, foster or stepparents), siblings (including brothers and sisters-in-law), grandparents, grandchildren, legal guardian, and the bargaining unit member's spouse's (including foster or stepparents) children (including sons and daughters-in-law) and parents or remaining next of kin if the bargaining unit member has none of the above. "Immediate family" shall also include anyone for whom the member is the legal guardian, health care power of attorney and the bargaining unit member's domestic partner. Appropriate documentation shall be provided regarding the guardianship, power of attorney, or domestic partnership, if requested. In the event of death, "immediate family" also includes aunts and uncles.

7.016 Alternate Accumulation

A. Notwithstanding the preceding provisions of this Article with respect to accrual of sick leave, a bargaining unit member may elect, on an annual basis, to accrue only seven (7) days of sick leave during the school year and then elect one (1) of the following options with respect to sick leave credit earned during that school year that remains at the end of that school year:

1. Carry forward the balance subject to the maximum accrual per Section 7.011; or
2. Receive a cash benefit (using the bargaining unit member's daily base rate of pay) equal to one-half (1/2) of the balance; or
3. Carry forward a portion of the balance (subject to the maximum accrual per Section 7.011 and receive cash benefit (using the bargaining unit member's base rate of pay) equal to one-half (1/2) of the remainder.

B. Any cash benefit to which the bargaining unit member is entitled under this Section shall not be subject to retirement contributions and shall be paid in one (1) lump sum at the last regularly scheduled pay in the school year. A bargaining unit member's election to accrue sick leave benefits under this Section shall be strictly voluntary, must be made in writing on or before July 1 on the form prescribed by the Board, shall apply only to that school year and shall constitute a waiver of any and all rights during the school year to accrue sick leave

under the preceding sick leave provisions of this Agreement or Section 3319.141 of the Ohio Revised Code or any provision of law.

- C. A bargaining unit member who elects to accrue sick leave benefits under this Section for a given school year must, in writing, select one of the above specified three (3) options on or before May 1 of that school year. Failure to select by that date will result in the automatic carry-forward of the unused balance (subject to the maximum accrual per Section 7.011). Balances carried forward are excluded from further cash benefits and a bargaining unit member who separates during the school year shall not be eligible for cash benefits provided under this paragraph.

7.017 Falsification of Sick Leave

Falsification of the reason for using sick leave is grounds for termination under section 3319.16 of the Ohio Revised Code.

7.02 SICK LEAVE DONATIONS

- 7.021 A bargaining unit member who, after attaining at least one (1) year of seniority under Section 13.04 of this Agreement, is absent for thirty (30) or more consecutive work days due to a catastrophic illness of the member or his/her spouse or minor child and whose sick leave is exhausted may qualify for donated sick leave days as specified in this Section. It is mutually recognized that pregnancy-related disabilities (including prescribed bed rest) do not qualify for donated days, although an extraordinary catastrophic complication might. A bargaining unit member whose sick leave has been exhausted by intermittent use does not qualify for donated days under this Section.
- 7.022 A bargaining unit member wishing to receive donated days under this Section may file a written application with both the Association President and the Superintendent. Unless both of these individuals conclude the application is without merit, the application will be referred to a committee composed of two (2) persons appointed by the Association President and two (2) persons appointed by the Superintendent which, by consensus, will determine whether the applicant is eligible for donated days and the number of days to be awarded. The 30-day requirement specified in subsection 7.021 above may be waived in an exceptional case. If the applicant is determined to be eligible, the Association will be responsible for informing bargaining unit members and obtaining donations.
- 7.023 A bargaining unit member must have at least fifty (50) days of accumulated sick leave in order to donate sick leave to a member. A member may donate a minimum of one (1) sick leave day and no more than five (5) days in any one (1) school year. The donated sick leave shall be deducted in proportion to the donating member's work day. A member requesting sick leave under Section 7.02 will receive donated days in proportion to his/her

work day. A donating member will do so on the prescribed form available from the Board's Treasurer, and the donation is voluntary and irrevocable. The donation will be deducted from the donating member's accumulated sick leave balance. If the total of donated days is less than the days awarded to a recipient, only donated days will be awarded; donated days will no longer be accepted once the total equals the days awarded to a recipient.

- 7.024 No bargaining unit member may receive more than a total of thirty (30) donated days in any one (1) school year (July 1 through June 30).
- 7.025 Medical verification/certification of a bargaining unit member's catastrophic illness may be required.
- 7.026 If a bargaining unit member receiving donated days is eligible to apply for disability retirement benefits under STRS and the medical prognosis is that the member will not be able to return to work within a reasonably short time (normally 60 work days), the member will apply for STRS disability benefits; the Administration will assist the member in preparing the application, if requested. If awarded disability benefits by STRS, the member will no longer be eligible for donated sick leave days under these provisions.
- 7.027 A bargaining unit member participating in the alternate accumulation of sick leave under Section 7.016 of this Article is not eligible to donate or receive days under these provisions.
- 7.028 Decisions reached in the administration of these provisions are not grievable under Article III of this Agreement or otherwise open to challenge.

7.03 PARENTAL LEAVE

- 7.031 A bargaining unit member who intends to use parental leave shall notify the Superintendent in writing of the anticipated birth of the child and the anticipated delivery date as soon as possible after learning of such facts. Upon the birth of the child, the member shall be entitled upon request, to parental leave, without pay or benefits, for the balance of the school year and for the immediately succeeding school year.
- 7.032 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.
- 7.033 Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. This deadline will be extended to August 1st should catastrophic circumstances which involve any members of the immediate household are verified. In any event, the employee will be reinstated no later than the beginning of the next succeeding school year unless an additional year of leave has been

granted in accordance with Section 7.031. "Reinstatement", as used herein, shall mean reinstatement to the same position with the same contractual status, which the bargaining unit member held prior to the leave, or, if the position is no longer available to a substantially equivalent position for which the member holds valid certification.

- 7.034 A bargaining unit member who adopts a child, less than one year of age shall be entitled to parental leave under the conditions set forth above.

7.04 PERSONAL LEAVE

- 7.041 A bargaining unit member shall be entitled to three (3) days, non-accumulated, personal leave per school year. Personal leave may not be used to pursue other employment (including self-employment), unless the member has been notified that his/her contract will be suspended as part of a reduction in force under Article XIII of this Agreement.
- 7.042 The request for personal leave shall be made to the Superintendent electronically at least three (3) days in advance of the anticipated absence on a form to be provided by the Board. However, in case of emergency, request to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance requests impossible, a bargaining unit member shall notify the Superintendent of the reason(s) for leave under this Section as soon as is practicable. Approval will, when necessary, be granted after the fact. Members will notify the Superintendent electronically for emergency personal leave.
- 7.043 Personal leave may not be used to accompany a spouse on trip, for vacation, leisure, or recreational purposes in the following circumstances: on the first or last day of school, on the day before or the day after a holiday or school recess, or during the first two (2) weeks of the school year or during the last four (4) weeks of the school year, or three (3) work days in a row. If requested on these dates, the request, submitted electronically, must specify the reason for leave on a form to be provided by the Board. The Superintendent may inquire, under this provision, as to the nature of the personal business to the extent reasonably needed to confirm that the leave is appropriate.
- 7.044 Personal leave may be taken in minimum increments of one-half (1/2) day. Any unused personal days at the end of the school year will be credited to the bargaining unit member's accumulated sick leave balance.
- 7.045 With the approval of the Superintendent, members may take unpaid personal leave in situations where personal leave as described in Section 7.043 does not apply.

7.05 **ASSAULT LEAVE**

- 7.051 A bargaining unit member who, without fault, must be absent due to physical disability resulting from an assault on such member, which occurred in the course of Board employment, while on duty on school grounds during school hours, or where required to be in attendance at a school sponsored function shall be eligible for assault leave.
- 7.052 Such leave shall be granted for the period of physical disability, not to exceed the remainder of the member's work year, upon the member delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement shall indicate the nature of the injury; the date of its occurrence; the identity of the individual(s) causing the assault, if known; the facts surrounding the assault; and the willingness of the member to participate and cooperate fully with the Board in pursuing legal action against the alleged assailants. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature and duration of the disability.
- 7.053 Payment for assault leave, less Worker's Compensation, will not be approved for payment unless and until the form or certificate, as provided above, are supplied to the Treasurer. Falsification of either signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- 7.054 A bargaining unit member who exhausts his/her assault leave, may use sick leave for a period of physical disability. If sick leave and the assault leave, provided for herein, become exhausted, the member may apply for further assault leave. Whether such additional assault leave is granted shall be determined solely by the Board at its discretion. Where the assaulted member receives benefits under the Ohio State Teachers Retirement System, because of any disability, or because of age, or where the member's employment by the Board ceases for any reason whatsoever, this leave provision shall no longer apply and any assault leave payments shall automatically terminate.
- 7.055 A bargaining unit member not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the member is unable to complete the day will, if the member reports the threat to the police, receive the remainder of the day off without loss of pay. If the following work day is also taken, it will be charged to sick leave.

7.06 **CONFERENCE LEAVE**

Upon approval of the Superintendent, a bargaining unit member will be permitted to attend a conference(s) at Board expense, which may lead to his/her professional improvement.

7.07 **JURY LEAVE**

- 7.071 A bargaining unit member, required by law to report for jury duty, shall be compensated at his/her regular rate of pay for each day of such duty.
- 7.072 Time spent on jury leave will not be charged against any other leave under this Article.
- 7.073 A member required pursuant to a subpoena to attend as a witness in an action arising in the course of the teacher's employment, but excluding actions wherein the teacher is suing the Board, its members, employers, or agents, shall be granted paid time off under this provision.

7.08 **SABBATICAL LEAVE**

- 7.081 Upon presentation to the Superintendent and Building Principal, of a plan for professional growth, sabbatical leave may be granted to a bargaining unit member for a period of no longer than one (1) school year pursuant to Section 3319.131 of the Ohio Revised Code. A member on sabbatical leave shall receive part pay as defined in Section 3319.131, and shall be permitted to continue his/her insurance coverage at his/her own expense by making monthly payments as directed by the Treasurer. The request for sabbatical leave must be received by the Superintendent in writing not later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. The Superintendent shall act on the request by April 1.
- 7.082 The period of sabbatical leave shall be counted as teaching experience in making salary adjustments, if, at the conclusion of such leave, the employee provides satisfactory evidence that the plan was followed and completed.
- 7.083 A bargaining unit member who completes a plan for professional growth under this Section shall, upon return to the District, be reinstated to the same position such member held prior to the leave or, if such position is no longer available, to a substantially equivalent position for which the member holds valid certification.
- 7.084 A bargaining unit member given leave under this Section may be required to return to the District at the end of such leave for a period of one year, unless he/she has completed twenty-five (25) years of teaching in Ohio.

7.09 **FAMILY AND MEDICAL LEAVE**

- 7.091 Eligible bargaining unit members shall have the right to take up to a combined total of twelve (12) weeks of unpaid leave each year for a qualifying reason under the federal Family and Medical Leave Act. The leave does not take the place of sick leave and/or maternity leave. Nor is this leave to run concurrently with sick and/or maternity leave. To comply

with an opinion written by the Department of Labor in 2019, a bargaining unit member who is first using accumulated sick leave will be notified at the beginning of said leave that the leave is FMLA qualifying.

- 7.092 For the purposes of this Section, eligible bargaining unit members must have worked for the District for the previous twelve (12) calendar months or one school year (184 days).
- 7.093 For the purposes of determining year of eligibility, "year" shall be defined as a "rolling" year based on the date of first occurrence of the qualifying event.
- 7.094 Bargaining unit members who take leave also are entitled to the continuation of health benefits, to be paid by the District, (at the same level normally provided by the Board) during the period of the leave.
- 7.095 The leave applies to paternity leave for fathers, adoption and foster placement, as well as to maternity leave for mothers. In all of these situations, the entitlement for childcare ends after the child reaches age one (1) or twelve (12) months after the date of adoption or foster placement.
- 7.096 Whenever possible, and/or if births, adoptions, or foster placements are foreseeable by bargaining unit members, they must provide thirty (30) days' notice to the employer of the date when leave is to begin. With respect to the family member's or a bargaining unit member's serious health condition that are foreseeable, the member must make a reasonable effort to schedule treatments at a time that does not disrupt the operation of the employer.
- 7.097 The Board may require that the bargaining unit member provide timely certification from his/her health care provider, or the health care provider of a family member as appropriate regarding 1) the date that the condition began; 2) the probable duration; 3) the necessity of leave, and the amount of time needed for such care; 4) the member's inability to perform their job functions. If doubt exists about this certification, the District may require at the District's expense, a second and/or a third health care provider to provide certification.
- 7.098 Bargaining unit members must exhaust sick leave, during such period as a valid basis for using sick leave exists, before using family medical leave; once the member is able to resume work, it is mutually recognized that the use of sick leave is no longer appropriate and the member will either return to work, go on family medical leave (if eligible), or go on some other form of unpaid leave (if eligible).

7.10 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

7.11 ADOPTION LEAVE

A bargaining unit member shall be eligible, upon the adoption of a child age five (5) or under, for a paid leave of absence up to six (6) consecutive calendar weeks. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Adoption leave may begin before or after the adoption of the child. Such paid leave will be deducted from the teacher's accumulation of unused sick leave.

7.12 RELIGIOUS LEAVE

A bargaining unit member may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, meaning that in order to properly observe such day work should not be performed on the day. It is understood that the employee must be an active member of the religious body. Requests for such absence shall be made in writing to the Superintendent at least ten (10) school days prior to the holiday. Such absence shall not exceed two (2) days during the school year, which days will not be charged against any other leave.

**ARTICLE VIII
WORKING HOURS AND WORK LOAD**

8.01 WORK YEAR

8.011 The work year for a bargaining unit member shall consist of one hundred eighty-four (184) days, divided as follows:

- A. One hundred eighty (180) days of pupil instruction, which shall include four (4) school days in which classes are dismissed one-half (1/2) day early or the equivalent amount of time during a different number of days, for the purpose of parent-teacher conferences;
- B. Two (2) days for professional meetings of bargaining unit members;
- C. One (1) work day without students at the beginning of the work year scheduled by the individual bargaining unit member. The member will notify his/her principal by email of the date and hours. The date must fall within the week immediately preceding the first student day of the year and the hours must correspond to normal work hours;
- D. One (1) records day without students at the end of the work year.

8.012 A newly employed bargaining unit member shall be required to report for one (1) day of orientation prior to the commencement of the regular school year.

- 8.013 Except as otherwise specified by a supplemental teaching contract or extended contract, no bargaining unit member shall be required to attend any meeting or accept any assignment other than during the work year defined above.

8.02 WORK YEAR CALENDAR

Prior to finalizing the district's calendar, the Superintendent will convene a meeting with three (3) Association members appointed by the Association and three (3) Administrators appointed by the Superintendent to review and develop the calendar. The Superintendent will consider the input of the Association, but will make the final recommendation to the Board.

8.03 WORK DAY

- 8.031 Except as otherwise authorized in this Agreement, daily consecutive duty hours to a bargaining unit member shall not exceed seven and one half (7 ½) hours, including the thirty (30) minute duty-free lunch period. No meeting will be scheduled during a bargaining unit member's lunch period. A member shall not be required to report for duty earlier than 7:20 a.m. nor remain on duty later than 4:00 p.m.
- 8.032 No later than September 30th, the building principal shall post a list of those bargaining unit members who will be required to assume additional bus supervisory duties under this Section in the event of severe winter weather. The list shall be designed on a rotating basis and shall specify the date upon which a particular member may be called upon to perform this service. A member required to be on duty beyond the time limits provided by Section 8.031, to perform supervisory duties shall receive compensatory time off with full pay, to be given by not later than the end of the next succeeding full payroll period.
- 8.033 Building principals will call no more than ten (10) staff meetings outside the normal workday per school year. All affected bargaining unit members shall be notified at least five (5) work days in advance of such meeting. Bargaining unit members are required to attend staff meetings unless they are on a leave approved pursuant to Article VII or with notification to the building principal that the bargaining unit member has a conflict that was scheduled before the staff meeting was announced or due to a family emergency.
- 8.034 The Board will not require attendance by a bargaining unit member outside the normal workday at a departmental/curriculum/grade level meeting in excess of one (1) per month. Each affected member shall be notified five (5) work days in advance of such a meeting, except in emergencies, when notice shall not be required.
- 8.035 Meetings described in Sections 8.033 and 8.034 shall not require an affected bargaining unit member to remain in excess of one (1) hour beyond the day's normally scheduled daily duty time.

- 8.036 The Administration will not schedule meetings during that part of the regular teacher workday occurring before or after the student day, on the three (3) student days immediately preceding the end of the grading period, and the three (3) student days immediately following the end of each grading period. In the elementary buildings, every reasonable effort will be made to not schedule meetings on the student day preceding and the day of the first scheduled parent/teacher conference night of the school year.
- 8.037 A bargaining unit member may be required to attend one (1) Open House per school year. Open house will be ninety (90) minutes in duration.
- 8.038 Attendance outside the normal workday at all other assignments or meetings other than as provided for in Sections 8.033, 8.034 and 8.037 will be at the option of the bargaining unit member.
- 8.039 A bargaining unit member regularly assigned on a daily basis to work in more than one (1) building will not be assigned a duty outside the student day.

8.04 PLANNING AND CONFERENCE TIME

Each bargaining unit member shall receive daily planning/conference time in accordance with the following schedule:

- A. Elementary School -- At least forty (40) consecutive minutes (inclusive of student passing time) per day and in no event less than two hundred (200) minutes (inclusive of student passing time) within the work week to be allotted over the course of the week within the student day. In addition, the member will receive no less than thirty (30) consecutive minutes within the work week from outside the student day but inside the member's work day.
- B. Middle School -- At least forty (40) consecutive minutes during the student day.
- C. High School -- At least forty (40) consecutive minutes during the student day.
- D. Part-Time Employees -- Preparation time for part-time employees shall be prorated in accordance with their scheduled hours.
- E. Upon request of a bargaining unit member assigned to the gifted and talented program, larger blocks of time may be permitted provided the two hundred (200) minutes are met per work week.
- F. For purposes of this Section, planning time means time spent in assessing student work or needs or creating classroom plans; conference time means time spent in teacher/teacher, teacher/student, teacher/parent, and/or teacher/administrator conferences. Conference time is not to be construed as training time and training will not occur.
- G. A bargaining unit member who is a regular education, as opposed to a special

education, teacher will not be scheduled to attend an IEP meeting or other special education-related conference during his/her normal planning time more than twice per month. This provision does not apply if the teacher agrees to attend more than two (2) such meetings/conferences in a month.

8.05 JOB SHARING

Any staff member may propose, through the Association, a job sharing plan to the Superintendent. Such plan may be approved by the Superintendent.

8.06 TRAVELING TEACHERS

8.061 The amount of travel time for a bargaining unit member assigned to more than one (1) building in a day shall be mutually determined by the member and the Administration. If the member and the Administration cannot reach consensus on the amount of travel time, then the Superintendent will make the final determination.

8.062 The traveling teacher's schedule will include the designated "home school" of the traveling teacher.

8.07 CO-TEACHING

The Administration shall ask for volunteers to fill all co-teaching situations prior to assigning bargaining unit members. Members who become part of a co-teaching team shall be offered training. In co-teaching situations, the co-teachers will receive one (1) day of release time per quarter for collaborative purposes. The parties agree that attempts will be made to follow best practices regarding the ratio of students on IEP/504 and regular education students in co-teaching classrooms.

**ARTICLE IX
ASSIGNMENT AND TRANSFER**

9.01 PHILOSOPHY

The Board and Association agree that assignment and transfer of bargaining unit members shall be on the basis of what is in the best interest of pupils. Whenever practicable, the desires of the individual bargaining unit member shall also be accommodated. To aid in the implementation of this, the following rules shall apply.

9.02 VOLUNTARY TRANSFER

9.021 Upon occurrence of a certificated/licensed position opening or a position opening at the administrator/supervisory level, notice of such opening will be posted in each school building by the principal of the respective building. If an opening occurs during the summer recess, the notice will be posted on the District's website and also communicated by a global email to bargaining unit members' school email address. Such posted notice shall set forth the

qualifications necessary for the position, a brief description of job duties, and the present rate of compensation. However, bargaining unit vacancies (except new positions) not known to the Administration before July 15 may be filled by the Superintendent without full, formal posting by notifying Association and building representatives designated by the Association and by contacting members who have asked to be considered for that type of vacancy on the form submitted pursuant to the last paragraph of Section 9.022.

- 9.022 A bargaining unit member desiring to be considered for such opening shall file a written request for such consideration with the Superintendent within five (5) work days of the time of the posting of the notice. With respect to a summer recess notice, this time limit shall be extended to ten (10) calendar days after posting on the District's website; however, vacancies not known to the Administration prior to July 15 may be filled after a three-calendar-day period during which the Superintendent will attempt to contact interested bargaining unit members. The Board, acting through the Superintendent, reserves the right to contact any present bargaining unit member or other person(s) it wishes to consider for the opening, regardless of whether any other bargaining unit member or other person(s) has indicated an interest as described above.

Bargaining unit members who desire consideration for summer vacancies may file a written request specifying the type(s) of vacancies desired. A checklist form shall be provided for this purpose. A member's preferences on the forms shall not be disclosed to the member's principal unless the member is actually being considered for a transfer. The request shall specify a phone number(s) and address(es) where the member can be contacted during the summer.

- 9.023 A bargaining unit member who applies for an opening under this Section will be given full consideration before a final decision on filling the position is made. The factors to be considered shall include the member's seniority (as calculated under the provisions of Article XIII of this Agreement), qualifications for the job in question, prior work history in the District, and any special or unusual educational needs that may apply. All applicants for a vacancy and the Association President shall be notified via email when the vacancy is filled. Should a member under this Section be turned down for the opening for which the member refers, such member may, upon request, schedule a conference with the Superintendent to discuss the reason(s) why another person was selected to fill the job opening.

- 9.024 Voluntary transfer requests will be acted upon prior to taking action in section 9.03.

9.03 INVOLUNTARY TRANSFER OR REASSIGNMENT

- 9.031 Notice of an involuntary transfer or reassignment shall be given to the affected bargaining unit member as far in advance of the transfer or

reassignment as is practicable. To the extent possible under the circumstances, any bargaining unit member transferred or reassigned under this Section shall be placed in a position equivalent to that held prior to the transfer or reassignment.

- 9.032 A bargaining unit member who is involuntarily transferred or reassigned may choose to resign and seek employment elsewhere. If the member wishes to resign, the Board shall hold the individual harmless of Section 3319.15 of the Ohio Revised Code.
- 9.033 If circumstances require that change in assignment for the next school year be made subsequent to June 1, every reasonable effort shall be made to discuss the change in assignment with the affected bargaining unit member prior to the time such change in assignment is made.
- 9.034 A bargaining unit member will not be assigned outside the scope of his/her teaching certificate and/or his/her major or minor field of study except for good cause.
- 9.035 A bargaining unit member will not be involuntarily transferred arbitrarily and capriciously. A member who is to be involuntarily transferred will, prior to the effective date of the transfer, be accorded a meeting with the Superintendent to discuss the basis of the transfer.

9.04 VACANCIES DURING THE SCHOOL YEAR

When vacancies in bargaining unit positions occur during the school year, the position(s) may be posted at that time according to the provisions of Section 9.02 or a substitute may be hired at the discretion of the Superintendent. If a substitute is hired to fill the position for the remainder of the year, and if the position is to be filled for the following year, the position will become a vacancy at the end of the school year. The posting for such a position will be made no later than June 1 for the subsequent school year.

**ARTICLE X
WORKING CONDITIONS**

10.01 CLASS SIZE

Recognizing the impact of class size upon bargaining unit members and upon educational programs, the parties agree that any bargaining unit member shall be entitled to make advisory recommendations on this subject to administrative personnel and/or the Board. The Administration will consider any such recommendation, explore with the member the options for addressing the issue, and respond to the recommendation in writing with its rationale. In addition, in recognition of the special implications of this issue at the elementary level, the elementary principals will collaborate in an effort to identify and foster common practices.

10.02 INSTRUCTIONAL MATERIALS

A requisition(s) submitted by a bargaining unit member for instructional materials and supplies shall be acted upon within twenty (20) working days of its submission. Written notice of the action taken on such requisition shall be forwarded to the bargaining unit member who made the submission.

10.03 FACILITIES

10.031 Each school building shall have the following facilities:

- A. a serviceable desk chair, desk, filing facilities with two (2) drawers for each bargaining unit member whose primary assignment is to the building; and
- B. well lighted, clean, workable restrooms separate from the student restrooms.

10.032 An adequate number of parking spaces shall be provided for all bargaining unit members. Every reasonable effort will be made to keep these spaces and sidewalks clear of snow and ice.

10.04 SPECIAL EDUCATION IEPs/ALTERNATE ASSESSMENTS

Special education teachers, tutors, or speech therapists who have the responsibility of developing and writing Individual Education Programs (IEP) and/or Alternate Assessments shall be given at least two (2) release days each year for the purpose of conferring with parents and writing the IEPs and/or Assessments. They shall perform such functions on these release days. Additionally, special education teachers responsible for the writing and development of IEPs who schedule after-school conferences at times other than the regularly scheduled parent/teacher conferences day(s) shall be excused from attendance at the parent conference activities with the understanding that such teachers are responsible for scheduling their own parent/teacher conferences.

10.05 TRAINING FOR SPECIAL PROCEDURES

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive prior training appropriate to the particular procedure.

10.06 BACKGROUND CHECKS

A bargaining unit member required by law to furnish a set of fingerprints and/or undergo a criminal background check must utilize the services of the Medina County Educational Service Center for this purpose.

ARTICLE XI
EVALUATION

11.01 **OTES**

The Board's Ohio Teacher Evaluation System (OTES) policy adopted under Section 3319.111 of the Ohio Revised Code appears in a freestanding separate document that is hereby incorporated by reference as part of this Agreement.

11.02 **NON-RENEWAL**

11.021 If the Superintendent is to recommend to the Board a non-renewal of a bargaining unit member's limited contract for reasons related to an evaluation(s), the evaluation(s) shall have been conducted pursuant to Article XI and the member will be so notified at least five (5) scheduled work days prior to the date of the Board meeting when action will be taken. The member may discuss the matter with the Board at the Board meeting in executive session. The member may have the Association representative (or counsel) of his/her choice present.

11.022 Limited contracts of bargaining unit members with five (5) or more years' experience in the District shall not be non-renewed for "arbitrary and capricious" reasons.

11.023 Notice of Board action to non-renew a limited contract shall be received on or before June 1 by hand delivery or certified mail. This provision does not apply to supplemental contracts in light of their automatic non-renewal under Ohio law and Section 5.02 of this Agreement.

11.03 **EFFECT OF PROCEDURES**

This non-renewal procedure prevails over the statutory provisions of Sections 3319.11 of the Ohio Revised Code. This Article shall not be grievable except for procedural aspects.

ARTICLE XII
INDIVIDUAL RIGHTS

12.01 **PAYROLL DEDUCTIONS**

12.011 In addition to those deductions required by law for Local, State and Federal income taxes and the Ohio State Teachers Retirement System, each bargaining unit member shall be entitled to the following payroll deductions:

A. Tax Sheltered Annuities

The Board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b) and Section 457(b), and subject to the restrictions and

limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403 (b) and/or IRC Section 457(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403 (b) -1 (b) (3) and/or IRC Section 457(b). Employees must make their elections in writing through forms or electronically as designated by the Board.
2. Employees are responsible for limiting the amount of their contributions to the IRC limits and must execute the District's third party administrator's online documentation. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
3. In accordance with Section 9.91 of the Ohio Revised Code, the Board requires that five (5) employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.
4. In accordance with Section 9.91 of the Ohio Revised Code, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.
5. The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.

B. Insurance Coverage

Payroll deductions for coverage will be made upon submission to the Treasurer of a written authorization by the affected bargaining unit member. The Treasurer shall forward authorized deductions to the company without undue delay. Subject only to the restrictions and conditions imposed by the company, if any, authorization of such deductions may be revoked at the will of the affected member by submission of written notice to the Treasurer.

C. Political Contributions

1. Upon the voluntary written authorization of a bargaining unit member, the Board will deduct from the member's salary the authorized amount for any of the purposes permitted in Ohio Revised Code Section 3599.031.
 2. The minimum deduction is established at a rate of three dollars (\$3.00) per pay (but not more than twice in any month) beginning in October and ending in July (20 pays).
 3. Money so deducted will be forwarded promptly to the political organization(s) designated by the member.
- D. STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for employee buy-back of qualifying STRS credit in compliance with Section 3307.70 of the Ohio Revised Code, STRS rules, and IRS requirements. All bargaining unit members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions.

12.02 PERSONNEL FILE

- 12.021 All personnel files shall be filed in the office of the Superintendent.
- 12.022 A. A bargaining unit member shall have the right, upon request to the Superintendent, to inspect his/her personnel file. A request to inspect a personnel file will be granted as soon as practicable and in no event more than three (3) working days after such request is received.
- B. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such reviews.
- C. If any person, other than the Superintendent, Board members, the bargaining unit member's supervisor or other administrator seeks to review the personnel file of a bargaining unit member, the member and the Association shall be notified at least one business day in advance of such review. Such notice shall include a copy of the request or information about the request, if made orally. The member shall be granted at least one business day to review his or her file before the personnel file is released or reviewed. The member shall have the right to be accompanied by a representative of his/her choice when reviewing the personnel file.
- 12.023 All personnel records shall be kept up to date and on file for reference at all times. A bargaining unit member has the responsibility to supply current information to the Superintendent on items such as transcripts and teaching

certificates/licenses. Maintaining proper certification/licensure is the responsibility of each bargaining unit member. Failure to maintain a certificate(s) and/or licensure(s) for the bargaining unit member's assigned position shall result in disciplinary action, as appropriate.

- 12.024 No data may be physically removed from a personnel file. Information may, however, be copied at no cost to the bargaining unit member for the first twenty (20) pages and a cost thereafter not to exceed five (5) cents per page.
- 12.025 A bargaining unit member shall be given a copy of all material, which is directed toward him/her and subject to inspection under this Article, prior to such material becoming part of his/her personnel file.
- 12.026 A bargaining unit member shall have the opportunity to reply to such written material in a written statement, which shall be attached to and become a part of his/her personnel file.
- 12.027 Upon request of the bargaining unit member, reprimands shall be removed from the personnel file after three (3) full school years, unless they establish a repetitive type of behavior or involve student safety or violations of law, in which case they shall be removed upon request after seven (7) full school years.
- 12.028 Anonymous letters or materials shall not be placed in any bargaining unit member's file nor shall they be made a matter of record. Each item included in the file from officials of the school district shall be dated and signed by those who submitted such items for the file.
- 12.029 No records indicating students' performance on standardized tests will be placed or maintained in the personnel file.
- 12.0291 After inspection, the bargaining unit member shall have the right to protest the file's information's accuracy, relevance, timeliness, or completeness as is necessary to assure fairness in any determination made with respect to him/her on the basis of the information. The member shall also have the right to submit evidence to the Superintendent to substantiate the claim. After review by the Superintendent, the protested information will be destroyed if the bargaining unit member's position is accepted.

12.03 ADMISSION TO CO-CURRICULAR ACTIVITIES

The Board will continue its practice of furnishing each bargaining unit member a staff pass entitling the member to two (2) free tickets to any co-curricular activity sponsored by the Board.

12.04 RESIDENT EDUCATOR PROGRAM

- 12.041 Resident Educator Committee Structure

The Association shall select its representatives to serve on the Resident Educator Committee.

The Superintendent shall select the administrative representatives for the Resident Educator Committee.

The Committee, consisting of equal numbers of classroom teachers and administration, shall determine when, where and the number of meetings necessary to fulfill its purpose.

The Resident Educator Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines, and all applicable laws and rules.

12.042 Release Time/Compensation

Resident Educator Committee members for the Association shall be provided release time to attend committee meetings. In addition, committee members shall be compensated at an hourly rate of .0008 of the BA base salary for committee work/training beyond the regular school day.

12.043 Confidentiality

Mentors shall communicate directly with the Resident Educator teacher/bargaining unit member and shall hold all information in strict confidence. All interaction written and verbal between the mentor and Resident Educator bargaining unit member (mentee) shall be confidential information.

No mentor shall participate in any formal or informal contractual evaluation of his/her mentee.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of his/her mentee.

12.044 Resident Educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program. Qualified bargaining unit members interested in the training to become eligible for selection as a mentor may attend training throughout the year at district expense, as approved by the Superintendent. Training will be available on a first come, first served basis for the first five bargaining unit members who express interest. Additional training will be available as determined by the Superintendent.

Mentor Compensation

The mentor teacher shall be compensated at the following rates:

Co-curricular Level VI Nationally Board Certified Teachers
Co-curricular Level VIII Non-Nationally Board Certified Teachers

12.045 Release time will be granted for Mentors and Resident Educators to meet and/or observe on the following schedules:

Year one (1): Both the Mentor and the Resident Educator will be released two (2) days for observations.

Year two (2): Two and one-half (2½) days release time (Mentor and Resident Educator)

Year three (3): Two (2) days release time (Resident Educator only and only if needed)

12.046 Program Changes

If during the term of this Agreement Ohio law and/or ODE guidelines change in a way that materially affects these provisions, the committee will promptly meet to address any modifications that may be appropriate. The committee will not have the authority to negotiate wages, hours, or terms and conditions of employment.

12.047 Mentor Selection and Training

Bargaining unit members interested in serving as mentors for the following school year will submit a letter of intent in response to the posting. The Superintendent will select and assign mentors by August 1st or the first day of employment if the employee is not employed by August 1st. In order to be selected as a mentor, a member must be trained consistent with ODE requirements by August 1st.

ARTICLE XIII REDUCTION IN FORCE

13.01 REASON FOR REDUCTION IN FORCE

The Board may implement a reduction in force in accordance with Section 3319.17 of the Ohio Revised Code.

13.02 ATTRITION

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements insofar as is practicable, for bargaining unit members who retire or resign. The parties recognize, however, it may be necessary to hire some replacements for some positions if other members do not possess the certification/licensure for the position and the position is one that needs to be filled. The parties further recognize that attrition may not be sufficient to accomplish a full reduction in force.

13.03 SUSPENSION OF CONTRACTS

Reduction not achieved through attrition may be made by suspending employment contracts. Within the teaching field affected, continuing contract employees shall have a preference over limited contract employees. The Board shall not give preference to any member based on seniority as defined in Section 13.04, except when making a decision between members who have comparable evaluations. The parties recognize that OTEs as adopted by ODE, as well as standardized tests used to establish value added data, have been unstable since OTEs became law. In light of this, all bargaining unit members whose last evaluation was rated Accomplished or Skilled, using the Performance Rubric only, will be considered comparable for the duration of this Agreement. A member suspended because of a reduction in force shall be given written notice stating the reason(s) for such reduction. If the reduction is to become effective with the start of the ensuing school year, such written notice will be given to the member by not later than May 15; however, if the reduction is based on a member's return from a leave of absence of which the Administration was not aware as of May 15, such notice will be given as soon as practicable under the circumstances.

13.04 SENIORITY

Length of continuous service will be measured on the basis of length of actual uninterrupted service in the District starting with the first day worked. A bargaining unit member with multiple certifications/licenses has a right to "bump" the least senior bargaining unit member teaching in an area for which the member affected by a reduction in force is certified/licensed if that person has less seniority than the person who is bumping. Length of continuous service will not be interrupted or affected by an authorized leave of absence. Continuous service of a bargaining unit member who has returned to the District following resignation or other termination of employment will be measured from the first day worked on the return to service. If bargaining unit members have the same length of continuous service, the tie will be broken (A) by the earlier date of the Board meeting at which the member was hired, then (B) by the earlier date on the member's employment application (if available) that led to employment in the bargaining unit, then (C) by lot in the presence of the Association President or designee.

13.05 OFFER OF REINSTATEMENT

13.051 A bargaining unit member whose limited teaching contract is suspended in order to effect the reduction in force shall be offered reinstatement should an opening occur in the course of that school year, or the two (2) immediately succeeding school years, for which he/she has the necessary certification/licensure. The aforesaid two (2) year limitation shall not apply in the case of a member whose continuing teaching contract is suspended. Openings will be offered to members in the inverse order of the suspension of their contracts except to the extent otherwise required by law. It is the member's obligation to keep the District advised in writing of a telephone number and mailing address at which he/she can be reached. The Board shall have no obligation to reinstate or offer reinstatement to a member who

has been offered and who declines reinstatement for any opening, provided that a member laid off from a full-time position shall not be required to accept a part-time or tutor position.

13.052 No bargaining unit vacancy or new position will be filled until the procedure appearing in 13.051 above has been complied with.

13.06 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education. A member will not receive increment credit for the time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure. Increment credit for teaching in another District or substituting shall be according to Article IV.

13.07 COMPARABILTY PROCEDURE

If the Board intends, because of the “comparable evaluations” provision of Section 3319.17 of the Ohio Revised Code, to deviate from seniority in suspending a bargaining unit member’s contract, the Board will give the Association President advance written notice of such intent. Representatives of the Association and the Board shall meet and confer within fourteen (14) days in an effort to clarify and agree on the specific scope of any such deviation; if the parties are unable to agree, and the member(s) adversely affected by the Board’s intended deviation from seniority wishes to challenge the deviation, the parties shall (notwithstanding Article III of this Agreement) promptly submit the dispute to binding arbitration under the American Arbitration Association’s Expedited Labor Arbitration Rules for a determination of whether the Board’s intended deviation is proper under the statute’s “comparable evaluations” requirement. In any arbitration under this Article, it is mutually recognized and agreed that (A) the arbitrator is to focus on the comparability of evaluations in light of applicable law, and (B) the arbitrator is deciding only the specific case before him/her on a non-precedent basis for other cases that may arise.

**ARTICLE XIV
ASSOCIATION RIGHTS**

14.01 NO REPRISAL

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

14.02 **ASSOCIATION LEAVE**

14.021 The Superintendent shall grant an accumulative total of up to thirteen (13) days leave per school year to members of the Association, to conduct any business of the Association. The Association President may request up to two (2) additional days per school year for him/herself or other members to conduct required HEA activities. The Association shall reimburse the Board for the substitute teacher's salary and STRS contribution for these additional days.

14.022 The Association President shall notify the Superintendent of the dates such bargaining unit members will be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

14.023 The Association President shall receive one (1) additional planning period during the student day each day to conduct Association business.

14.03 **ACCESS TO BUILDINGS**

Representatives of the Association will have access to all school buildings and to all bargaining unit members, provided that the exercise of the right does not interfere with the educational program. The Association will have time allotted on the All District Opening Day Meeting that is scheduled prior to the start of the school year to meet with all bargaining unit members, whether they are dues paying members or not.

14.04 **AVAILABILITY OF INFORMATION**

The Board will, upon reasonable request, provide the Association with data as well as assist it in developing informed and constructive programs on behalf of bargaining unit members. The Board will also provide the Association with such information as is reasonable and necessary for the Association to process grievances under this Agreement. The Superintendent (or designee) will provide the Association President with a copy of a seniority list on or about February 1 that includes:

- A. The bargaining unit member's area(s) of certification/licensure;
- B. The member's employment date; and
- C. Comparable information on any administrative employee who holds a teaching contract in the District by operation of law.
- D. If an error is found on the seniority list the administration must be notified by March 1 so that it can be verified and corrected.

14.05 **BOARD MINUTES**

The Association President and Vice President will be provided with an email from the Treasurer's office when copies of minutes of official meetings of the Board, and any

other documents that are distributed to Board members at official meetings, are posted on the District website. The Treasurer's office will also send an email to the above individuals when the official agenda of each Board meeting, and any related attachments, are available on the District's website.

14.06 USE OF BUILDINGS

The Association and its representatives will have the right to use school buildings without cost at reasonable times for meetings. When special custodian services are required, the Board may charge the Association the actual cost of such services. The principal of the building in question shall receive at least three (3) work days' advance notice of the time and place of such meeting(s).

14.07 BULLETIN BOARDS

Bulletin board space will be made available to the Association for its exclusive use in the faculty lounge in each school building.

14.08 USE OF SCHOOL MAIL/EMAIL

The Association will have the right to:

- A. place an Association identification on the school mailbox of each Association member;
- B. place notices, circulars and material in the mailboxes of each bargaining unit member; and
- C. use the inter-school mail/email system to distribute material of the type described above.

14.09 NEW AND RETIRING BARGAINING UNIT MEMBERS

The Association will be provided the names, addresses, assignment/s, and building assignments of all bargaining unit members, regardless of dues paying status, by September 15. The Association President will be provided with the names of all retiring bargaining unit members as soon as the information is available. The Association President will be provided with the names, addresses, assignment/s, and building assignments of all newly hired bargaining unit members, regardless of dues paying status, within ten (10) workdays of Board action of employment.

14.10 PROFESSIONAL ORGANIZATION STIPEND

The HEA President, Vice President, Secretary and Treasurer will be paid a stipend as specified by the HEA. The HEA shall reimburse the Board for the entire cost of such stipends.

14.11 ASSOCIATION DUES

14.111 The Association shall certify to the Board, not later than September 1 of each year, the current amount of Association dues. By not later than September 30th of each school year, the Board shall furnish the Association President a list of those bargaining unit members who have voluntarily authorized payroll deduction of Association dues. If authorized in writing to the Treasurer, dues will be deducted beginning in October in equal installments over the remaining paydays in the school year. Employee authorization shall be continuing from year to year unless, between September 1 and September 15, the employee advises the Treasurer in writing that authorization is being withdrawn.

14.112 The balance of the annual dues deduction shall be deducted from the final pay of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated during the school year.

**ARTICLE XV
GENERAL**

15.01 NON-DISCRIMINATION

Consistent with law, the Employer agrees not to discriminate against any employee based upon race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, veteran status or political or union affiliation.

15.02 DEFINITION(S)

The term "Superintendent" is understood to mean the local Superintendent or his/her designated representative. The term "Treasurer" is understood to mean Treasurer or the Treasurer's designated representative.

15.03 SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any person(s), conflicts with any federal or state law, regulation, ruling, or order, now or hereinafter enacted or issued, such provision(s) or application shall be inoperative, but all remaining provisions shall continue in effect. Upon request of either the Association or the Board, within ten (10) calendar days after such enactment or issuance, the parties will meet solely for the purpose of negotiating the provision(s) affected.

15.04 AGREEMENT REPRODUCTION

Copies of this Agreement will be printed and distributed to each bargaining unit member. The cost shall be shared equally by the Board and the Association. A newly hired bargaining unit member will promptly be furnished a copy of this Agreement.

15.05 **WORK DAYS**

When used in this Agreement 'work days' shall include all days of the summer vacation except weekends and state recognized holidays.

ARTICLE XVI
BOARD RIGHTS

Except as modified by the terms of this Agreement the Board reserves and retains all legal authority to manage the affairs of the District.

ARTICLE XVII
DRUG FREE WORKPLACE

17.01 No employee engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana of any other controlled substance as defined in federal and state law.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be non-renewed or employment may be suspended or terminated, at the discretion of the Board.

Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with this Agreement and applicable state laws.

ARTICLE XVIII
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee composed of eight (8) members shall be

established with District-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

- A. Membership on the LPDC shall consist of three (3) administrative members appointed by the Superintendent, and five (5) members appointed by the Association, one representative from each building; with respect to Association-appointed members, there will be an equitable representation of grade levels and areas of licensure. One (1) of the bargaining unit members and one (1) of the members appointed by the Superintendent will co-chair the Committee.
- B. Vacancies will be filled by the Superintendent or Association, whichever applies.
- C. Members shall serve two-year terms.
- D. The Committee shall determine the frequency, time, and place of all LPDC related sessions. All meetings must be held with a quorum present to be official. Any meetings scheduled during the school day must be approved by the Superintendent in advance.
- E. Association-appointed members, other than the Co-chair, shall be compensated for related activities at the rate of one thousand three hundred dollars (\$1,300) per school year (one half on the second pay in November and one half on the second pay in June) for activities outside of the school year and/or school day, and it is mutually agreed that no supplemental contract will need to be executed with any employee for this purpose. The Co-Chair will be paid a supplemental of one thousand five hundred dollars (\$1,500).
- F. When an administrator's individual professional development plan is up for approval, the Association membership of the team will be reduced to have a majority of administrators. The Association shall select its two participating members.

Decisions of the LPDC are not grievable under Article III of this Agreement. Actions of the LPDC will not be part of any bargaining unit members' evaluation under Article XI of this Agreement and LPDC records will be maintained separate from an employee's personnel file.

ARTICLE XIX

EMPLOYMENT OF STRS RETIREES

- 19.01** This Article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.01 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

- 19.011 For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with Article IV, Section 4.02 of this Agreement. The Superintendent shall determine the years of experience placement for each retiree.
- 19.012 The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
- 19.013 The sole requirement for effecting the non-renewal of the employee's limited contract and severing the employment relationship upon expiration of the contract is receipt by the employee of written notice of non-renewal on or before June 1 of the school year to which the contract applies. The procedures appearing in Section 3319.11 of the Ohio Revised Code, including the post-non-renewal procedures appearing Section 3319.11(G), shall not apply to any such contract non-renewal.
- 19.014 Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
- 19.015 The employee is not eligible to participate in any insurance fringe benefits offered to bargaining unit employees under Article VI of this Agreement unless insurance is not available through the State Teachers Retirement System. The employee will be provided liability insurance coverage in accordance with Article VI, Section 6.02 of this Agreement. If STRS insurance is available, the District will pay up to fifty dollars (\$50.00) toward the monthly STRS Health Premium on behalf of the retiree.

19.02 The employee will in no event qualify for severance pay under Article IV, Section 4.06 of this Agreement or sabbatical leave under Article VII, Section 7.08 of this Agreement.

19.03 A teacher who has already received STRS retirement payments may not qualify for any early retirement incentive.

ARTICLE XX
DISCIPLINE

20.01 The Board and Administration agree to follow traditionally recognized principles of progressive discipline with the understanding that some or all preliminary levels of discipline may be bypassed depending on the severity of the offense and any other relevant surrounding circumstances. The disciplinary levels are:

- Verbal warning
- Written reprimand
- Suspension without pay
- Termination.

20.02 No bargaining unit member will be disciplined by the Board or Administration arbitrarily or capriciously.

20.03 Bargaining unit members shall have the right to be represented by the Association at any investigative or disciplinary meeting with the Administration. The member will be informed by the administrator that the initial meeting is an investigatory meeting. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association Representatives and the identity of the representatives. Should a meeting become disciplinary in nature, a member may request adjournment until appropriate representation is available.

If a member is called back at a later time to a disciplinary meeting that is a result of information received during the previous investigatory meeting, the member will be notified by the administrator that the purpose of the meeting is to impose discipline.

If a grievance filed under Article III of this Agreement alleges that an administrator has violated the above provisions and is carried to arbitration, the arbitrator, in fashioning an appropriate remedy if the grievance is found to have merit, will take into account whether the violation was prejudicial to the grievant or harmless error under the particular circumstances.

Sections 3319.16 and 3319.161 of the Ohio Revised Code shall exclusively apply to and control any termination or suspension without pay imposed under Section 3319.16 pending the outcome of termination proceedings. Other discipline is reviewable under the grievance procedure appearing in Article III of this Agreement.

ARTICLE XXI **MASTER TEACHER**

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

Teachers who meet the requirements and are awarded Master Teacher status shall be compensated with a one-time lump sum payment of \$500, less applicable payroll withholdings.

The District will remain in the Medina County Master Teacher Consortium unless the Superintendent and Association President agree otherwise. The Association President shall appoint Association member(s) to the consortium. These teacher(s) shall receive release time during the workday to meet with the consortium, and consortium meetings will not be

scheduled outside the workday.

If the parties agree to leave the above consortium, then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:

1. Facilitate the application process;
2. Confirm candidate's eligibility;
3. Review Master Teacher applications; and
4. Determine the District's Master Teachers.

The Committee shall be composed of five (5) members: three (3) Association members and two (2) Administrators. Association members shall be appointed by the Association President. Administrators shall be appointed by the Superintendent.

Committee members shall be properly trained. Training will occur within the workday and release time will be granted.

The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

ARTICLE XXII

LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be established for the purpose of encouraging cooperation and providing a forum for communication and joint problem-solving as to workplace issues. The Committee will consist of the Association President (or designee), one (1) Association representative from each school building other than the President's (or designee's) building, and up to four (4) administrators.

Responsibilities

1. At the Committee's first meeting, training will take place with FMCS on how to implement an effective Labor Management Committee.
2. The Committee will be chaired jointly by a member from the Association and a member from the Administration.
3. The Committee will be scheduled to meet during each grading period unless the co-chairpersons mutually agree to cancel or meet more frequently. A schedule of such quarterly meetings for the entire school year will be established at the beginning of each year.
4. Committee work will be performed outside the contracted workday and will be paid at \$25 per meeting.

5. Agenda items will be submitted no later than one (1) week prior to each meeting to the co-chairpersons of the Committee. Examples of appropriate agenda items include professional development, technology-related, and safety-related concerns of common interest.
6. All decisions of the Committee will be achieved by consensus.
7. Minutes of a meeting will be distributed to Committee members within five (5) work days following the meeting of the Committee.

The Committee has no authority to negotiate wages, hours, or terms and conditions of employment. Nor is it this Committee's purpose to address personnel-related issues.

ARTICLE XXIII

DURATION AND RATIFICATION

23.01 DURATION

This Agreement shall become effective on July 1, 2022 and shall remain in full force until midnight on June 30, 2025.

23.02 ACADEMIC DISTRESS COMMISSION

As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

23.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

HIGHLAND EDUCATION ASSOCIATION

**BOARD OF EDUCATION HIGHLAND
LOCAL SCHOOL DISTRICT**

By: Melany Malquest
Its President

[Signature]
Its President

By: Robert Murray
Bargaining Team Member

[Signature]
Its Superintendent

By: Karen Valantasis
Bargaining Team Member

[Signature]
Its Treasurer

By: [Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

By: [Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

By: [Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

By: Susan K. Dorge
Bargaining Team Spokesperson

[Signature]
Bargaining Team Member

MEMORANDUM OF UNDERSTANDING

Health and Safety

The Board agrees to provide information to the members each school year as to the function of the Health and Safety Committee. Additionally, members will be provided with a list of members of the Health and Safety Committee and procedures for reporting to the committee. The Association president may appoint at least one member to the Health and Safety Committee.

MEMORANDUM OF UNDERSTANDING

FAIR SHARE FEE

(The provisions of former Section 14.12 are null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v. AFSCME, Council 31, 585 U.S.____ (2018) and will not be implemented but are preserved here should the law change in future years.)

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement. Bargaining unit members who, as of January 1, 2009, were not members of the Association will not be required to pay a fair share fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, and a list of Fair Share Fee payers shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement.

Payroll deduction of such annual fair share fees shall commence on the first pay in January continuing through July. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the pays for that school year.

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The balance of the annual Fair Share Fee shall be deducted from the final pay check of the bargaining unit fee payer resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 1 of any school year during the duration of this Agreement.

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

The Association recognizes its obligation to fairly and equitably represent all bargaining unit members whether or not they are members of the Association.

The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

APPENDIX A -1
 HIGHLAND LOCAL SCHOOLS
 SALARY INDEX

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.0000	1.0460	1.0920	1.1350	1.1850	1.2350
1	1.0450	1.0920	1.1380	1.1850	1.2350	1.2850
2	1.0900	1.1380	1.1840	1.2350	1.2850	1.3350
3	1.1350	1.1840	1.2300	1.2850	1.3350	1.3850
4	1.1800	1.2300	1.2760	1.3350	1.3850	1.4350
5	1.2250	1.2760	1.3220	1.3850	1.4350	1.4850
6	1.2700	1.3220	1.3680	1.4350	1.4850	1.5350
7	1.3150	1.3680	1.4140	1.4850	1.5350	1.5850
8	1.3600	1.4140	1.4600	1.5350	1.5850	1.6350
9	1.4050	1.4600	1.5060	1.5850	1.6350	1.6850
10	1.4500	1.5060	1.5520	1.6350	1.6850	1.7350
11	1.4950	1.5520	1.5980	1.6850	1.7350	1.7850
12	1.5400	1.5980	1.6440	1.7350	1.7850	1.8350
13	1.5850	1.6440	1.6900	1.7850	1.8350	1.8850
15	1.6750	1.7360	1.7820	1.8850	1.9350	1.9850
18	1.7200	1.7820	1.8280	1.9350	1.9850	2.0350
20	1.7650	1.8280	1.8740	1.9850	2.0350	2.0850
24	1.8280	1.8740	1.9850	2.0400	2.0900	2.1400
27	1.8280	1.8740	1.9850	2.0900	2.1400	2.1900
28	1.8740	1.9850	2.0350	2.1400	2.1900	2.2400

APPENDIX A - 2

HIGHLAND LOCAL SCHOOL DISTRICT

SALARY - 2022-2023 (2.65% INCREASE EFFECTIVE AUGUST 2022)

	46,178					
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	46,178	48,302	50,426	52,412	54,721	57,030
1	48,256	50,426	52,551	54,721	57,030	59,339
2	50,334	52,551	54,675	57,030	59,339	61,648
3	52,412	54,675	56,799	59,339	61,648	63,957
4	54,490	56,799	58,923	61,648	63,957	66,265
5	56,568	58,923	61,047	63,957	66,265	68,574
6	58,646	61,047	63,172	66,265	68,574	70,883
7	60,724	63,172	65,296	68,574	70,883	73,192
8	62,802	65,296	67,420	70,883	73,192	75,501
9	64,880	67,420	69,544	73,192	75,501	77,810
10	66,958	69,544	71,668	75,501	77,810	80,119
11	69,036	71,668	73,792	77,810	80,119	82,428
12	71,114	73,792	75,917	80,119	82,428	84,737
13	73,192	75,917	78,041	82,428	84,737	87,046
15	77,348	80,165	82,289	87,046	89,354	91,663
18	79,426	82,289	84,413	89,354	91,663	93,972
20	81,504	84,413	86,538	91,663	93,972	96,281
24	84,413	86,538	91,663	94,203	96,512	98,821
27	84,413	86,538	91,663	96,512	98,821	101,130
28	86,538	91,663	93,972	98,821	101,130	103,439

APPENDIX A - 3

HIGHLAND LOCAL SCHOOL DISTRICT

SALARY - 2023-2024 (2.75% INCREASE EFFECTIVE AUGUST 2023)

47,448

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	47,448	49,631	51,813	53,853	56,226	58,598
1	49,583	51,813	53,996	56,226	58,598	60,971
2	51,718	53,996	56,178	58,598	60,971	63,343
3	53,853	56,178	58,361	60,971	63,343	65,715
4	55,989	58,361	60,544	63,343	65,715	68,088
5	58,124	60,544	62,726	65,715	68,088	70,460
6	60,259	62,726	64,909	68,088	70,460	72,833
7	62,394	64,909	67,091	70,460	72,833	75,205
8	64,529	67,091	69,274	72,833	75,205	77,577
9	66,664	69,274	71,457	75,205	77,577	79,950
10	68,800	71,457	73,639	77,577	79,950	82,322
11	70,935	73,639	75,822	79,950	82,322	84,695
12	73,070	75,822	78,005	82,322	84,695	87,067
13	75,205	78,005	80,187	84,695	87,067	89,439
15	79,475	82,370	84,552	89,439	91,812	94,184
18	81,611	84,552	86,735	91,812	94,184	96,557
20	83,746	86,735	88,918	94,184	96,557	98,929
24	86,735	88,918	94,184	96,794	99,166	101,539
27	86,735	88,918	94,184	99,166	101,539	103,911
28	88,918	94,184	96,557	101,539	103,911	106,284

APPENDIX A - 4

HIGHLAND LOCAL SCHOOL DISTRICT

SALARY - 2024-2025 (2.85% INCREASE EFFECTIVE AUGUST 2024)

48,800

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	48,800	51,045	53,290	55,388	57,828	60,268
1	50,996	53,290	55,534	57,828	60,268	62,708
2	53,192	55,534	57,779	60,268	62,708	65,148
3	55,388	57,779	60,024	62,708	65,148	67,588
4	57,584	60,024	62,269	65,148	67,588	70,028
5	59,780	62,269	64,514	67,588	70,028	72,468
6	61,976	64,514	66,758	70,028	72,468	74,908
7	64,172	66,758	69,003	72,468	74,908	77,348
8	66,368	69,003	71,248	74,908	77,348	79,788
9	68,564	71,248	73,493	77,348	79,788	82,228
10	70,760	73,493	75,738	79,788	82,228	84,668
11	72,956	75,738	77,982	82,228	84,668	87,108
12	75,152	77,982	80,227	84,668	87,108	89,548
13	77,348	80,227	82,472	87,108	89,548	91,988
15	81,740	84,717	86,962	91,988	94,428	96,868
18	83,936	86,962	89,206	94,428	96,868	99,308
20	86,132	89,206	91,451	96,868	99,308	101,748
24	89,206	91,451	96,868	99,552	101,992	104,432
27	89,206	91,451	96,868	101,992	104,432	106,872
28	91,451	96,868	99,308	104,432	106,872	109,312

CO-CURRICULAR SALARY SCHEDULE 2022-2023 SCHOOL YEAR

BASE SALARY: \$46,178

YEARS OF EXPERIENCE:	0 to 2	3 to 4	5 to 9	10
I.	17.75%	18.75%	20.75%	21.75%
HS HEAD FOOTBALL COACH	8,197	8,658	9,582	10,044
HS HEAD BASKETBALL COACH	8,197	8,658	9,582	10,044
HS HEAD WRESTLING COACH	8,197	8,658	9,582	10,044
II.	14.75%	15.75%	17.75%	18.75%
HS BAND DIRECTOR	6,811	7,273	8,197	8,658
HS FALL FACULTY MANAGER	6,811	7,273	8,197	8,658
HS CHOIR DIRECTOR	6,811	7,273	8,197	8,658
HS AUDITORIUM MANAGER	6,811	7,273	8,197	8,658
III.	12.75%	13.75%	15.75%	16.75%
HS HEAD VOLLEYBALL COACH	5,888	6,349	7,273	7,735
HS HEAD SOCCER COACH	5,888	6,349	7,273	7,735
HS HEAD TRACK COACH	5,888	6,349	7,273	7,735
HS HEAD SOFTBALL COACH	5,888	6,349	7,273	7,735
HS HEAD BASEBALL COACH	5,888	6,349	7,273	7,735
HS HEAD GOLF COACH	5,888	6,349	7,273	7,735
HS HEAD TENNIS COACH	5,888	6,349	7,273	7,735
HS HEAD CROSS COUNTRY COACH	5,888	6,349	7,273	7,735
HS HEAD SWIMMING COACH	5,888	6,349	7,273	7,735
HS HEAD BOWLING COACH	5,888	6,349	7,273	7,735
HS HEAD LACROSSE COACH	5,888	6,349	7,273	7,735
IV.	11.75%	12.75%	14.75%	15.75%
HS ASST. FOOTBALL COACH	5,426	5,888	6,811	7,273
HS ASST. BASKETBALL COACH	5,426	5,888	6,811	7,273
HS ASST. WRESTLING COACH	5,426	5,888	6,811	7,273
HS SPEECH & DEBATE COACH	5,426	5,888	6,811	7,273
V.	10.75%	11.75%	13.75%	14.75%
HS ASST. VOLLEYBALL COACH	4,964	5,426	6,349	6,811
HS ASST. SOCCER COACH	4,964	5,426	6,349	6,811
HS ASST. TRACK COACH	4,964	5,426	6,349	6,811
HS ASST. BASEBALL COACH	4,964	5,426	6,349	6,811
HS ASST. SOFTBALL COACH	4,964	5,426	6,349	6,811
HS ASST. SWIMMING COACH	4,964	5,426	6,349	6,811
HS ASST. BOWLING COACH	4,964	5,426	6,349	6,811
HS ASST. LACROSSE COACH	4,964	5,426	6,349	6,811
HS CHEERLEADING ADVISOR	4,964	5,426	6,349	6,811
ORCHESTRA PROGRAM DIRECTOR	4,964	5,426	6,349	6,811
ATHLETIC DEPT. EQUIPMENT MANAGER	4,964	5,426	6,349	6,811
HS ROBOTICS ADVISOR	4,964	5,426	6,349	6,811
VI.	9.75%	10.75%	12.75%	13.75%
HS ASST. BAND DIRECTOR	4,502	4,964	5,888	6,349
HS MUSICAL PRODUCTION DIRECTOR	4,502	4,964	5,888	6,349
MENTOR TEACHER (NATL BOARD CERTIFIED)	4,502	4,964	5,888	6,349

VII.	8.75%	9.75%	11.75%	12.75%
CERTIFIED STRENGTH & CONDITIONING COACH	4,041	4,502	5,426	5,888
HS ASST. GOLF COACH	4,041	4,502	5,426	5,888
HS ASST. TENNIS COACH	4,041	4,502	5,426	5,888
HS ASST. CROSS COUNTRY COACH	4,041	4,502	5,426	5,888
HS DANCE TEAM/FLAG LINE ADVISOR	4,041	4,502	5,426	5,888
HS STUDENT COUNCIL ADVISOR	4,041	4,502	5,426	5,888
HS SCIENCE CLUB ADVISOR	4,041	4,502	5,426	5,888
MS FACULTY MANAGER	4,041	4,502	5,426	5,888
MS HEAD FOOTBALL COACH	4,041	4,502	5,426	5,888
MS HEAD BASKETBALL COACH	4,041	4,502	5,426	5,888
MS HEAD WRESTLING COACH	4,041	4,502	5,426	5,888
MS HEAD TRACK COACH	4,041	4,502	5,426	5,888
MS HEAD CROSS COUNTRY COACH	4,041	4,502	5,426	5,888
MS HEAD VOLLEYBALL COACH	4,041	4,502	5,426	5,888
MS STUDENT COUNCIL ADVISOR	4,041	4,502	5,426	5,888
MS MUSICAL DIRECTOR	4,041	4,502	5,426	5,888
VIII.	6.75%	7.75%	9.75%	10.75%
HS WEIGHT ROOM SUPERVISOR	3,117	3,579	4,502	4,964
HS YEARBOOK ADVISOR	3,117	3,579	4,502	4,964
HS CONVOLUTIONS ADVISOR	3,117	3,579	4,502	4,964
HS DRAMA DIRECTOR	3,117	3,579	4,502	4,964
HS JR/SR CLASS ADVISOR	3,117	3,579	4,502	4,964
HS WINTER FACULTY MANAGER	3,117	3,579	4,502	4,964
HS SPRING FACULTY MANAGER	3,117	3,579	4,502	4,964
HS ASST. SPEECH & DEBATE COACH	3,117	3,579	4,502	4,964
MS ASST. FOOTBALL COACH	3,117	3,579	4,502	4,964
MS ASST. WRESTLING COACH	3,117	3,579	4,502	4,964
MS ASST. TRACK COACH	3,117	3,579	4,502	4,964
MENTOR TEACHER (Non-Nat'l Board Certified)	3,117	3,579	4,502	4,964
IX.	4.75%	5.75%	6.75%	7.75%
INTRAMURAL	2,193	2,655	3,117	3,579
HS ASST. CHEERLEADING COACH	2,193	2,655	3,117	3,579
HS RUGBY HEAD COACH	2,193	2,655	3,117	3,579
HS SCHOOL PAPER ADVISOR	2,193	2,655	3,117	3,579
HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)	2,193	2,655	3,117	3,579
HS DEPARTMENT CHAIRPERSONS-Math, Science, Social Studies, English, Foreign Language, Fine Arts	2,193	2,655	3,117	3,579
INTERCULTURAL PROGRAM ADVISOR (up to 2)	2,193	2,655	3,117	3,579
MS CHEERLEADING ADVISOR	2,193	2,655	3,117	3,579
MS YEARBOOK ADVISOR	2,193	2,655	3,117	3,579
HS/MS ASST. ROBOTICS ADVISOR	2,193	2,655	3,117	3,579
MS ASST. DRAMA/MUSICAL PRODUCTION (up to 3 assistants)	2,193	2,655	3,117	3,579
HS ART ADVISOR (1)	2,193	2,655	3,117	3,579

X.	3.75%	3.75%	3.75%	6.75%
HS JAZZ BAND	1,732	1,732	1,732	3,117
HS SKI CLUB ADVISOR	1,732	1,732	1,732	3,117
HS GYMNASTICS CLUB ADVISOR	1,732	1,732	1,732	3,117
HS NATIONAL HONOR SOCIETY ADVISOR	1,732	1,732	1,732	3,117
HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR	1,732	1,732	1,732	3,117
HS KEY CLUB ADVISOR	1,732	1,732	1,732	3,117
HS PEER LEADER ADVISOR	1,732	1,732	1,732	3,117
SADD ADVISOR	1,732	1,732	1,732	3,117
MS CHOIR DIRECTOR	1,732	1,732	1,732	3,117
MS JAZZ BAND	1,732	1,732	1,732	3,117
MS SKI CLUB ADVISOR	1,732	1,732	1,732	3,117
MS BOWLING CLUB ADVISOR	1,732	1,732	1,732	3,117
MS NATIONAL HONOR SOCIETY ADVISOR	1,732	1,732	1,732	3,117
MS POWER OF THE PEN ADVISOR	1,732	1,732	1,732	3,117
MS ROBOTICS COORDINATOR	1,732	1,732	1,732	3,117
MS GOLF CLUB ADVISOR	1,732	1,732	1,732	3,117
MS TENNIS CLUB ADVISOR	1,732	1,732	1,732	3,117

MS CLUB STIPENDS - Up to \$2,500 total annually as determined by the MS Principal

HEA PRESIDENT	Level VIII
HEA VICE PRESIDENT	1.50%
HEA TREASURER	Level X
HEA SECRETARY	1.50%
HEA BARGAINING TEAM MEMBERS	\$25 PER MEMBER PER BARGAINING SESSION

(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)

DETENTION MONITORS	\$25.00 PER HR.
HOME/AFTER SCHOOL TUTOR	\$25.00 PER HR.
SUMMER SCHOOL INSTRUCTORS	\$30.00 PER HR.
NATIONAL TESTING PROCTOR	\$25.00 PER HR.
NATIONAL TESTING SITE SUPERVISOR	\$35.00 PER HR.

OVERNIGHT TRIPS	
HS Foreign Language Trip Organizer	\$600 Each
Washington D.C. -- 3 days	\$150.00 PER DAY
6th Grade Outdoor Ed. -- 2 days	\$250.00 PER NIGHT
6th Grade Outdoor Ed. Planners - Max. of 2	2 PLANNERS = \$500 Each

BASKETBALL PEP BAND DIRECTOR	\$50 PER EVENT
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MIDDLE SCHOOL & ELEMENTARY BAND, VOCAL MUSIC AND ORCHESTRA DIRECTORS:

Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours.

GENERAL PROVISIONS

1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:
 - A. Fall Activities - 2nd pay in November
 - B. Winter Activities - 2nd pay in March
 - C. Spring activities - 2nd pay in June
 - D. Year Round Activities - 2nd pay in June
 - E. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.
 - F. All Mentor teachers will begin at 0-2.
 - G. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.
2. The parties agree that the Administration will develop and implement supplemental job descriptions. Prior to implementation, the Administration will provide the proposed supplemental job descriptions to the Association for its input.
3. In the event a new club sport is added to the contract during the term of this Agreement, it will be at Level IX, unless the parties agree otherwise.

CO-CURRICULAR SALARY SCHEDULE 2023-2024 SCHOOL YEAR

BASE SALARY: \$47,448

YEARS OF EXPERIENCE:	0 to 2	3 to 4	5 to 9	10
I.	17.75%	18.75%	20.75%	21.75%
HS HEAD FOOTBALL COACH	8,422	8,897	9,845	10,320
HS HEAD BASKETBALL COACH	8,422	8,897	9,845	10,320
HS HEAD WRESTLING COACH	8,422	8,897	9,845	10,320
II.	14.75%	15.75%	17.75%	18.75%
HS BAND DIRECTOR	6,999	7,473	8,422	8,897
HS FALL FACULTY MANAGER	6,999	7,473	8,422	8,897
HS CHOIR DIRECTOR	6,999	7,473	8,422	8,897
HS AUDITORIUM MANAGER	6,999	7,473	8,422	8,897
III.	12.75%	13.75%	15.75%	16.75%
HS HEAD VOLLEYBALL COACH	6,050	6,524	7,473	7,948
HS HEAD SOCCER COACH	6,050	6,524	7,473	7,948
HS HEAD TRACK COACH	6,050	6,524	7,473	7,948
HS HEAD SOFTBALL COACH	6,050	6,524	7,473	7,948
HS HEAD BASEBALL COACH	6,050	6,524	7,473	7,948
HS HEAD GOLF COACH	6,050	6,524	7,473	7,948
HS HEAD TENNIS COACH	6,050	6,524	7,473	7,948
HS HEAD CROSS COUNTRY COACH	6,050	6,524	7,473	7,948
HS HEAD SWIMMING COACH	6,050	6,524	7,473	7,948
HS HEAD BOWLING COACH	6,050	6,524	7,473	7,948
HS HEAD LACROSSE COACH	6,050	6,524	7,473	7,948
IV.	11.75%	12.75%	14.75%	15.75%
HS ASST. FOOTBALL COACH	5,575	6,050	6,999	7,473
HS ASST. BASKETBALL COACH	5,575	6,050	6,999	7,473
HS ASST. WRESTLING COACH	5,575	6,050	6,999	7,473
HS SPEECH & DEBATE COACH	5,575	6,050	6,999	7,473
V.	10.75%	11.75%	13.75%	14.75%
HS ASST. VOLLEYBALL COACH	5,101	5,575	6,524	6,999
HS ASST. SOCCER COACH	5,101	5,575	6,524	6,999
HS ASST. TRACK COACH	5,101	5,575	6,524	6,999
HS ASST. BASEBALL COACH	5,101	5,575	6,524	6,999
HS ASST. SOFTBALL COACH	5,101	5,575	6,524	6,999
HS ASST. SWIMMING COACH	5,101	5,575	6,524	6,999
HS ASST. BOWLING COACH	5,101	5,575	6,524	6,999
HS ASST. LACROSSE COACH	5,101	5,575	6,524	6,999
HS CHEERLEADING ADVISOR	5,101	5,575	6,524	6,999
ORCHESTRA PROGRAM DIRECTOR	5,101	5,575	6,524	6,999
ATHLETIC DEPT. EQUIPMENT MANAGER	5,101	5,575	6,524	6,999
HS ROBOTICS ADVISOR	5,101	5,575	6,524	6,999
VI.	9.75%	10.75%	12.75%	13.75%
HS ASST. BAND DIRECTOR	4,626	5,101	6,050	6,524
HS MUSICAL PRODUCTION DIRECTOR	4,626	5,101	6,050	6,524
MENTOR TEACHER (NATL BOARD CERTIFIED)	4,626	5,101	6,050	6,524

VII.	8.75%	9.75%	11.75%	12.75%
CERTIFIED STRENGTH & CONDITIONING COACH	4,152	4,626	5,575	6,050
HS ASST. GOLF COACH	4,152	4,626	5,575	6,050
HS ASST. TENNIS COACH	4,152	4,626	5,575	6,050
HS ASST. CROSS COUNTRY COACH	4,152	4,626	5,575	6,050
HS DANCE TEAM/FLAG LINE ADVISOR	4,152	4,626	5,575	6,050
HS STUDENT COUNCIL ADVISOR	4,152	4,626	5,575	6,050
HS SCIENCE CLUB ADVISOR	4,152	4,626	5,575	6,050
MS FACULTY MANAGER	4,152	4,626	5,575	6,050
MS HEAD FOOTBALL COACH	4,152	4,626	5,575	6,050
MS HEAD BASKETBALL COACH	4,152	4,626	5,575	6,050
MS HEAD WRESTLING COACH	4,152	4,626	5,575	6,050
MS HEAD TRACK COACH	4,152	4,626	5,575	6,050
MS HEAD CROSS COUNTRY COACH	4,152	4,626	5,575	6,050
MS HEAD VOLLEYBALL COACH	4,152	4,626	5,575	6,050
MS STUDENT COUNCIL ADVISOR	4,152	4,626	5,575	6,050
MS MUSICAL DIRECTOR	4,152	4,626	5,575	6,050
VIII.	6.75%	7.75%	9.75%	10.75%
HS WEIGHT ROOM SUPERVISOR	3,203	3,677	4,626	5,101
HS YEARBOOK ADVISOR	3,203	3,677	4,626	5,101
HS CONVOLUTIONS ADVISOR	3,203	3,677	4,626	5,101
HS DRAMA DIRECTOR	3,203	3,677	4,626	5,101
HS JR/SR CLASS ADVISOR	3,203	3,677	4,626	5,101
HS WINTER FACULTY MANAGER	3,203	3,677	4,626	5,101
HS SPRING FACULTY MANAGER	3,203	3,677	4,626	5,101
HS ASST. SPEECH & DEBATE COACH	3,203	3,677	4,626	5,101
MS ASST. FOOTBALL COACH	3,203	3,677	4,626	5,101
MS ASST. WRESTLING COACH	3,203	3,677	4,626	5,101
MS ASST. TRACK COACH	3,203	3,677	4,626	5,101
MENTOR TEACHER (Non-Nat'l Board Certified)	3,203	3,677	4,626	5,101
IX.	4.75%	5.75%	6.75%	7.75%
INTRAMURAL	2,254	2,728	3,203	3,677
HS ASST. CHEERLEADING COACH	2,254	2,728	3,203	3,677
HS RUGBY HEAD COACH	2,254	2,728	3,203	3,677
HS SCHOOL PAPER ADVISOR	2,254	2,728	3,203	3,677
HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)	2,254	2,728	3,203	3,677
HS DEPARTMENT CHAIRPERSONS-Math, Science, Social Studies, English, Foreign Language, Fine Arts	2,254	2,728	3,203	3,677
INTERCULTURAL PROGRAM ADVISOR (up to 2)	2,254	2,728	3,203	3,677
MS CHEERLEADING ADVISOR	2,254	2,728	3,203	3,677
MS YEARBOOK ADVISOR	2,254	2,728	3,203	3,677
HS/MS ASST. ROBOTICS ADVISOR	2,254	2,728	3,203	3,677
MS ASST. DRAMA/MUSICAL PRODUCTION (up to 3 assistants)	2,254	2,728	3,203	3,677
HS ART ADVISOR (1)	2,254	2,728	3,203	3,677

X.	3.75%	3.75%	3.75%	6.75%
HS JAZZ BAND	1,779	1,779	1,779	3,203
HS SKI CLUB ADVISOR	1,779	1,779	1,779	3,203
HS GYMNASTICS CLUB ADVISOR	1,779	1,779	1,779	3,203
HS NATIONAL HONOR SOCIETY ADVISOR	1,779	1,779	1,779	3,203
HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR	1,779	1,779	1,779	3,203
HS KEY CLUB ADVISOR	1,779	1,779	1,779	3,203
HS PEER LEADER ADVISOR	1,779	1,779	1,779	3,203
SADD ADVISOR	1,779	1,779	1,779	3,203
MS CHOIR DIRECTOR	1,779	1,779	1,779	3,203
MS JAZZ BAND	1,779	1,779	1,779	3,203
MS SKI CLUB ADVISOR	1,779	1,779	1,779	3,203
MS BOWLING CLUB ADVISOR	1,779	1,779	1,779	3,203
MS NATIONAL HONOR SOCIETY ADVISOR	1,779	1,779	1,779	3,203
MS POWER OF THE PEN ADVISOR	1,779	1,779	1,779	3,203
MS ROBOTICS COORDINATOR	1,779	1,779	1,779	3,203
MS GOLF CLUB ADVISOR	1,779	1,779	1,779	3,203
MS TENNIS CLUB ADVISOR	1,779	1,779	1,779	3,203

MS CLUB STIPENDS - Up to \$2,500 total annually as determined by the MS Principal

HEA PRESIDENT	Level VIII
HEA VICE PRESIDENT	1.50%
HEA TREASURER	Level X
HEA SECRETARY	1.50%
HEA BARGAINING TEAM MEMBERS	\$25 PER MEMBER PER BARGAINING SESSION
(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)	

DETENTION MONITORS	\$25.00 PER HR.
HOME/AFTER SCHOOL TUTOR	\$25.00 PER HR.
SUMMER SCHOOL INSTRUCTORS	\$30.00 PER HR.
NATIONAL TESTING PROCTOR	\$25.00 PER HR.
NATIONAL TESTING SITE SUPERVISOR	\$35.00 PER HR.

OVERNIGHT TRIPS	
HS Foreign Language Trip Organizer	\$600 Each
Washington D.C. -- 3 days	\$150.00 PER DAY
6th Grade Outdoor Ed. -- 2 days	\$250.00 PER NIGHT
6th Grade Outdoor Ed. Planners - Max. of 2	2 PLANNERS = \$500 Each

BASKETBALL PEP BAND DIRECTOR	\$50 PER EVENT
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MIDDLE SCHOOL & ELEMENTARY BAND, VOCAL MUSIC AND ORCHESTRA DIRECTORS:

Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours.

GENERAL PROVISIONS

1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:
 - A. Fall Activities - 2nd pay in November
 - B. Winter Activities - 2nd pay in March
 - C. Spring activities - 2nd pay in June
 - D. Year Round Activities - 2nd pay in June
 - E. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.
 - F. All Mentor teachers will begin at 0-2.
 - G. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.
2. The parties agree that the Administration will develop and implement supplemental job descriptions. Prior to implementation, the Administration will provide the proposed supplemental job descriptions to the Association for its input.
3. In the event a new club sport is added to the contract during the term of this Agreement, it will be at Level IX, unless the parties agree otherwise.

CO-CURRICULAR SALARY SCHEDULE 2024-2025 SCHOOL YEAR

BASE SALARY: \$48,800

YEARS OF EXPERIENCE:	0 to 2	3 to 4	5 to 9	10
I.	17.75%	18.75%	20.75%	21.75%
HS HEAD FOOTBALL COACH	8,662	9,150	10,126	10,614
HS HEAD BASKETBALL COACH	8,662	9,150	10,126	10,614
HS HEAD WRESTLING COACH	8,662	9,150	10,126	10,614
II.	14.75%	15.75%	17.75%	18.75%
HS BAND DIRECTOR	7,198	7,686	8,662	9,150
HS FALL FACULTY MANAGER	7,198	7,686	8,662	9,150
HS CHOIR DIRECTOR	7,198	7,686	8,662	9,150
HS AUDITORIUM MANAGER	7,198	7,686	8,662	9,150
III.	12.75%	13.75%	15.75%	16.75%
HS HEAD VOLLEYBALL COACH	6,222	6,710	7,686	8,174
HS HEAD SOCCER COACH	6,222	6,710	7,686	8,174
HS HEAD TRACK COACH	6,222	6,710	7,686	8,174
HS HEAD SOFTBALL COACH	6,222	6,710	7,686	8,174
HS HEAD BASEBALL COACH	6,222	6,710	7,686	8,174
HS HEAD GOLF COACH	6,222	6,710	7,686	8,174
HS HEAD TENNIS COACH	6,222	6,710	7,686	8,174
HS HEAD CROSS COUNTRY COACH	6,222	6,710	7,686	8,174
HS HEAD SWIMMING COACH	6,222	6,710	7,686	8,174
HS HEAD BOWLING COACH	6,222	6,710	7,686	8,174
HS HEAD LACROSSE COACH	6,222	6,710	7,686	8,174
IV.	11.75%	12.75%	14.75%	15.75%
HS ASST. FOOTBALL COACH	5,734	6,222	7,198	7,686
HS ASST. BASKETBALL COACH	5,734	6,222	7,198	7,686
HS ASST. WRESTLING COACH	5,734	6,222	7,198	7,686
HS SPEECH & DEBATE COACH	5,734	6,222	7,198	7,686
V.	10.75%	11.75%	13.75%	14.75%
HS ASST. VOLLEYBALL COACH	5,246	5,734	6,710	7,198
HS ASST. SOCCER COACH	5,246	5,734	6,710	7,198
HS ASST. TRACK COACH	5,246	5,734	6,710	7,198
HS ASST. BASEBALL COACH	5,246	5,734	6,710	7,198
HS ASST. SOFTBALL COACH	5,246	5,734	6,710	7,198
HS ASST. SWIMMING COACH	5,246	5,734	6,710	7,198
HS ASST. BOWLING COACH	5,246	5,734	6,710	7,198
HS ASST. LACROSSE COACH	5,246	5,734	6,710	7,198
HS CHEERLEADING ADVISOR	5,246	5,734	6,710	7,198
ORCHESTRA PROGRAM DIRECTOR	5,246	5,734	6,710	7,198
ATHLETIC DEPT. EQUIPMENT MANAGER	5,246	5,734	6,710	7,198
HS ROBOTICS ADVISOR	5,246	5,734	6,710	7,198
VI.	9.75%	10.75%	12.75%	13.75%
HS ASST. BAND DIRECTOR	4,758	5,246	6,222	6,710
HS MUSICAL PRODUCTION DIRECTOR	4,758	5,246	6,222	6,710
MENTOR TEACHER (NATL BOARD CERTIFIED)	4,758	5,246	6,222	6,710

VII.	8.75%	9.75%	11.75%	12.75%
CERTIFIED STRENGTH & CONDITIONING COACH	4,270	4,758	5,734	6,222
HS ASST. GOLF COACH	4,270	4,758	5,734	6,222
HS ASST. TENNIS COACH	4,270	4,758	5,734	6,222
HS ASST. CROSS COUNTRY COACH	4,270	4,758	5,734	6,222
HS DANCE TEAM/FLAG LINE ADVISOR	4,270	4,758	5,734	6,222
HS STUDENT COUNCIL ADVISOR	4,270	4,758	5,734	6,222
HS SCIENCE CLUB ADVISOR	4,270	4,758	5,734	6,222
MS FACULTY MANAGER	4,270	4,758	5,734	6,222
MS HEAD FOOTBALL COACH	4,270	4,758	5,734	6,222
MS HEAD BASKETBALL COACH	4,270	4,758	5,734	6,222
MS HEAD WRESTLING COACH	4,270	4,758	5,734	6,222
MS HEAD TRACK COACH	4,270	4,758	5,734	6,222
MS HEAD CROSS COUNTRY COACH	4,270	4,758	5,734	6,222
MS HEAD VOLLEYBALL COACH	4,270	4,758	5,734	6,222
MS STUDENT COUNCIL ADVISOR	4,270	4,758	5,734	6,222
MS MUSICAL DIRECTOR	4,270	4,758	5,734	6,222
VIII.	6.75%	7.75%	9.75%	10.75%
HS WEIGHT ROOM SUPERVISOR	3,294	3,782	4,758	5,246
HS YEARBOOK ADVISOR	3,294	3,782	4,758	5,246
HS CONVOLUTIONS ADVISOR	3,294	3,782	4,758	5,246
HS DRAMA DIRECTOR	3,294	3,782	4,758	5,246
HS JR/SR CLASS ADVISOR	3,294	3,782	4,758	5,246
HS WINTER FACULTY MANAGER	3,294	3,782	4,758	5,246
HS SPRING FACULTY MANAGER	3,294	3,782	4,758	5,246
HS ASST. SPEECH & DEBATE COACH	3,294	3,782	4,758	5,246
MS ASST. FOOTBALL COACH	3,294	3,782	4,758	5,246
MS ASST. WRESTLING COACH	3,294	3,782	4,758	5,246
MS ASST. TRACK COACH	3,294	3,782	4,758	5,246
MENTOR TEACHER (Non-Nat'l Board Certified)	3,294	3,782	4,758	5,246
IX.	4.75%	5.75%	6.75%	7.75%
INTRAMURAL	2,318	2,806	3,294	3,782
HS ASST. CHEERLEADING COACH	2,318	2,806	3,294	3,782
HS RUGBY HEAD COACH	2,318	2,806	3,294	3,782
HS SCHOOL PAPER ADVISOR	2,318	2,806	3,294	3,782
HS ASST. DRAMA/MUSICAL PRODUCTION (up to 4 assistants)	2,318	2,806	3,294	3,782
HS DEPARTMENT CHAIRPERSONS-Math, Science, Social Studies, English, Foreign Language, Fine Arts	2,318	2,806	3,294	3,782
INTERCULTURAL PROGRAM ADVISOR (up to 2)	2,318	2,806	3,294	3,782
MS CHEERLEADING ADVISOR	2,318	2,806	3,294	3,782
MS YEARBOOK ADVISOR	2,318	2,806	3,294	3,782
HS/MS ASST. ROBOTICS ADVISOR	2,318	2,806	3,294	3,782
MS ASST. DRAMA/MUSICAL PRODUCTION (up to 3 assistants)	2,318	2,806	3,294	3,782
HS ART ADVISOR (1)	2,318	2,806	3,294	3,782

X.	3.75%	3.75%	3.75%	6.75%
HS JAZZ BAND	1,830	1,830	1,830	3,294
HS SKI CLUB ADVISOR	1,830	1,830	1,830	3,294
HS GYMNASTICS CLUB ADVISOR	1,830	1,830	1,830	3,294
HS NATIONAL HONOR SOCIETY ADVISOR	1,830	1,830	1,830	3,294
HS VOLUNTEER OPPORTUNITY FOR TEENS ADVISOR	1,830	1,830	1,830	3,294
HS KEY CLUB ADVISOR	1,830	1,830	1,830	3,294
HS PEER LEADER ADVISOR	1,830	1,830	1,830	3,294
SADD ADVISOR	1,830	1,830	1,830	3,294
MS CHOIR DIRECTOR	1,830	1,830	1,830	3,294
MS JAZZ BAND	1,830	1,830	1,830	3,294
MS SKI CLUB ADVISOR	1,830	1,830	1,830	3,294
MS BOWLING CLUB ADVISOR	1,830	1,830	1,830	3,294
MS NATIONAL HONOR SOCIETY ADVISOR	1,830	1,830	1,830	3,294
MS POWER OF THE PEN ADVISOR	1,830	1,830	1,830	3,294
MS ROBOTICS COORDINATOR	1,830	1,830	1,830	3,294
MS GOLF CLUB ADVISOR	1,830	1,830	1,830	3,294
MS TENNIS CLUB ADVISOR	1,830	1,830	1,830	3,294

MS CLUB STIPENDS - Up to \$2,500 total annually as determined by the MS Principal

HEA PRESIDENT	Level VIII
HEA VICE PRESIDENT	1.50%
HEA TREASURER	Level X
HEA SECRETARY	1.50%
HEA BARGAINING TEAM MEMBERS	\$25 PER MEMBER PER BARGAINING SESSION

(All costs associated with officer positions and bargaining team are reimbursed to the District by Highland Education Association)

DETENTION MONITORS	\$25.00 PER HR.
HOME/AFTER SCHOOL TUTOR	\$25.00 PER HR.
SUMMER SCHOOL INSTRUCTORS	\$30.00 PER HR.
NATIONAL TESTING PROCTOR	\$25.00 PER HR.
NATIONAL TESTING SITE SUPERVISOR	\$35.00 PER HR.
OVERNIGHT TRIPS	
HS Foreign Language Trip Organizer	\$600 Each
Washington D.C. -- 3 days	\$150.00 PER DAY
6th Grade Outdoor Ed. -- 2 days	\$250.00 PER NIGHT
6th Grade Outdoor Ed. Planners - Max. of 2	2 PLANNERS = \$500 Each
BASKETBALL PEP BAND DIRECTOR	\$50 PER EVENT

MIDDLE SCHOOL & ELEMENTARY BAND, VOCAL MUSIC AND ORCHESTRA DIRECTORS:
 Will be paid \$200 per performance beyond the 3rd after school performance within one school year, if requested by an administrator to conduct such performances outside of school hours.

GENERAL PROVISIONS

1. Upon receipt of "Authorization for Payment" by the Treasurer's office, co-curriculars will be paid by separate payroll as follows:
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 - B. Winter Activities - 2nd pay in March
 - C. Spring activities - 2nd pay in June
 - D. Year Round Activities - 2nd pay in June
 - E. Special exceptions may be made when the activity ends 6 weeks before the next regularly scheduled pay period.
 - F. All Mentor teachers will begin at 0-2.
 - G. All sports must justify the number of Asst. Coaches by the number of students involved and receive approval for the quantity of coaches their sport receives.
2. The parties agree that the Administration will develop and implement supplemental job descriptions. Prior to implementation, the Administration will provide the proposed supplemental job descriptions to the Association for its input.
3. In the event a new club sport is added to the contract during the term of this Agreement, it will be at Level IX, unless the parties agree otherwise.

NOTICE OF ELIGIBILITY FOR HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE

I, _____ -
_____, hereby serve notice to the Superintendent of the
Highland Local School District of my eligibility for horizontal movement on the salary schedule.

Name

Date

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS and/or H.E.A. _____

ADDRESS _____ PHONE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED _____

STATEMENT OF GRIEVANCE: _____

ACTION REQUESTED: _____

If YES, what action has been taken so far? _____

Grievant

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

DATE _____

SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Rep.

LEVEL III (FORMAL) DECISION

DATE _____

SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Association Rep.

Where decision requires additional space attach pages as necessary.

Continuing contract eligibility under R.C. 3319.08 and 3319.11 after HB 1

Category	Licensure requirement	Teaching requirement	Education requirement
A	Professional, permanent or life certificate .	Taught for at least three of the last five years in the district.*	No additional education required.
B	1. Teacher’s certificate or educator license issued prior to January 1, 2011; AND 2. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license.	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of the certificate or license, 30 semester hours of graduate coursework** since the initial issuance of the certificate or license.
			If a masters degree was held at the time of initial receipt of the certificate or license, 6 semester hours of graduate coursework** since the initial issuance of the certificate or license.
C	1. Teacher never held a teacher’s certificate; AND 2. Initial educator license was issued on or after January 1, 2011; AND 3. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license); AND 4. Teacher holds an educator license (other than a substitute teaching license) for seven years .	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of license, 30 semester hours of graduate coursework** since the initial issuance of the license.
			If a masters degree was held at the time of initial receipt of license, 6 semester hours of graduate coursework** since the initial issuance of the license.

* For teachers who have previously attained continuing contract status in another Ohio school district, two years in the district.

** Graduate coursework must be in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

*** This chart is included for informational purposes and reflects principles of Ohio law as of July 1, 2019. Should applicable law change after July 1, 2019, it is understood that such change in law prevails.