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M A S T E R A G R E E M E N T

between

The Heath Education Association

and

The Heath Board of Education

July 1, 2024 through June 30, 2027

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ARTICLE 1

NEGOTIATIONS PROCEDURE

A. RECOGNITION

The Heath City Board of Education (hereinafter referred to as the "Board") recognizes the Heath Education Association, (hereinafter referred to as the "Association"), an affiliated local of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the bargaining unit described herein.

B. BARGAINING UNIT

The bargaining unit shall consist of all full and part-time certificated employees (hereinafter referred to as Members of the Bargaining Unit), including classroom teachers, school counselor, nurses, librarians, speech and hearing therapists, intervention specialist, instructional coaches and tutors, but excluding the Superintendent, Assistant Superintendent, principals, assistant principals, other administrative personnel, substitute teachers, part-time tutors, and the school psychologists. Any certificated employee having the authority to hire, transfer, assign, promote, evaluate, discharge or discipline other employees or having the authority to recommend effectively such action is excluded from the bargaining unit.

The Board shall not publish or distribute to any member of, or anyone associated with, a member of the Heath Education Association, the Ohio Education Association or the National Education Association the names, addresses and phone number of any district employee other than bargaining unit members.

C. RIGHT TO ORGANIZE

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

D. OBJECTIVE

The Board, under law, has the final responsibility of establishing policies for the district. The Superintendent and all staff have the responsibility of carrying out

the policies established. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

1. Academic Distress Provision

   As required by R.C. 3302.10(P), the parties incorporate into this Agreement the provisions of R.C. 3302.10 regarding academic distress commissions. R.C. 3302.10 will have no effect on any provision of this Agreement unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

E. NEGOTIATIONS PROCEDURE

1. Either party may request that negotiations be initiated for a successor agreement. Such notice must be given ninety (90) to sixty (60) days prior to the expiration of the contract. If no such notice is received during this time period, the contract shall be deemed to have been extended for an additional year.

2. The first meeting between the Professional Negotiations Committee and the Board, or their official representative(s) will be held within fifteen (15) days of the receipt of the time-stamped Notice to Negotiate from the State Employment Relations Board. Both parties will exchange proposals at the initial meeting. Thereafter, no new items shall be placed on the table without the mutual consent of both parties. Meetings shall be scheduled to interfere the least with school schedules; however, if necessary, Members of the Bargaining Unit on the committee may be released from school duties to attend meetings. The parties may agree to an alternative process rather than the foregoing, including, but not limited to, the Federal Mediation and Conciliation Service's Interest-Based Bargaining (IBB) process.

3. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party.

   Tentative agreement on the negotiations package shall be reduced to writing and initialed by the representatives of each team, but initialing shall not be construed as final agreement. The tentative agreement shall be submitted to the Association for a vote and then to the Board. After approval, it shall be legally binding on both parties.

4. Scope of Negotiations: All matters pertaining to wages, hours, or terms and other conditions of employment as allowed by ORC 4117.08, and the

continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to the collective bargaining between the parties.

F. **DISAGREEMENT**

1. In the event that agreement is not reached within forty-five (45) days from the first negotiation session on all items submitted for negotiations, either party may declare impasse if the issues have been fully discussed and further negotiations would be futile.

2. The advisory panel shall consist of three (3) members; one (1) appointed by the Board, one (1) by the Association, and the third (3rd) by the agreement of the first two (2) appointees. The third member shall serve as chairperson. If agreement cannot be reached by the first two (2) members, the American Arbitration Association through its voluntary rules and regulations shall be contacted to appoint the third member of the panel.

3. The advisory panel shall within thirty (30) days study the situation, make a written report of the facts with recommendations, and send this to the teacher organization, the Superintendent, and the Board. The thirty (30) days may be extended by mutual agreement.

4. All hearings by this advisory panel shall be in closed session, and no news releases shall be made concerning progress of the hearings.

5. Conclusions and findings of the panel shall be advisory only.

6. The cost of securing an advisory panel shall be as follows: The Board shall pay the expenses of its representative, the Association shall pay the expenses of its representative, the Board and the Association shall pay equally the expenses of the third party.

7. Upon exhaustion of the impasse procedure but no sooner than ten (10) days prior to the expiration of this contract, the Association shall have the right to proceed under Section 4117.14 (D-2) of the Ohio Revised Code.

8. Within forty-five (45) days prior to the expiration of the contract, the parties may, by mutual agreement, agree to another alternative, provided such is sent in writing to the State Employment Relations Board (SERB).

ARTICLE 2

GRIEVANCE PROCEDURE

A. **DEFINITION**

1. A grievance shall mean an alleged violation, misinterpretation, and/or misapplication of the negotiated agreement between the Board and the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred.

2. A group grievance shall be a grievance filed by a Member of the Bargaining Unit on behalf of himself/herself and other Members of the Bargaining Unit where each such member is alleging a violation, misinterpretation and/or misapplication of this negotiated agreement and such grievances arose out of the same or a similar situation. All group grievances shall list all members of the bargaining unit affected by the alleged violation of the contract.

3. An Association grievance shall mean a grievance that is an allegation concerning a right, benefit, privilege, or other matter affecting the Association. An individual grievance shall not be filed as an Association group grievance.

4. The term "days" when used in this Article shall mean a day when the Heath City Board of Education Office is open for business, excluding district recognized holidays and break periods as defined in the annually adopted school calendar. In counting the number of days during a grievance, day one (#1) shall be the day in which the action at each level takes place.

B. **INITIATION AND PROCESSION**

1. **Level One (Informal):** The grievant will first discuss the grievance with the principal involved within twenty (20) days of the incident or becoming aware of the incident with the objective of resolving the matter informally. If the matter is not resolved to the satisfaction of the grievant, within five (5) days after this informal discussion, the grievant may file a written grievance to the principal. The written grievance shall include the name, date of filing, the alleged violation, the violation of the rule and the relief sought (Copies of the written request shall be sent to the Association and the Superintendent). If no written grievance is made within five (5) days after the discussion, it shall be presumed that the grievance is resolved.

2. **Level Two:** Within five (5) days of the date of the written grievance, the principal shall, with prior notice to the grievant, hold a hearing. Within five (5) days after the hearing a written response shall be made to the grievant, with copies sent to the Association and the Superintendent.

3. **Level Three:** If the grievance has not been resolved, the grievant has five (5) days after the written response to request, in writing, a hearing with the Superintendent. The hearing shall be held within five (5) days after the request; within five (5) days after the hearing a written response will be made to the grievant, with a copy sent to the Association.

4. **Level Four:** If the grievance has not been resolved, the grievant has ten (10) days after the written response to request a hearing before the Board. The Board may hold such a hearing at its next regular or special Board meeting. Within five (5) days of the Board meeting, the Board shall provide a written response to the grievance.

5. **Level Five:** If the grievance has not been resolved, the grievant has ten (10) days after the written response to request arbitration with the agreement of the Association. If the Board and the Association cannot agree on an arbitrator within ten (10) days after the request, then the American Arbitration Association shall be used according to its voluntary rules and regulations. The decision shall be rendered within thirty (30) days and is binding on all parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at this decision. The arbitrator shall expressly confine himself/herself to the precise issue(s) so submitted and shall not submit observations or declarations of opinion which are not directly essential in reaching a decision. All costs of arbitrations shall be borne by the losing party.

6. If at any step in the grievance procedure the time sequence is not strictly adhered to by the grievant, it will be presumed that the grievance has been resolved.

7. If at any step in the grievance procedure the time sequence is not strictly adhered to by the principal, Superintendent, or Board, the grievance will proceed to the next level.

8. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to

process such grievance prior to the end of the school term or as soon thereafter as possible.

9. Members of the Bargaining Unit filing a grievance shall complete a Grievance Form (Appendix E).

C. **MISCELLANEOUS**

1. The grievant has the right to Association representation at any step in the procedure.

2. No reprisals of any kind shall be taken by or against any grievant(s), any party(ies) of interest, any participant(s) in the grievance procedure, Association, or any member of the Association by reason of such participation. All documents, communications and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participants.

3. At any level of the procedure set forth in this Part B that occurs prior to Level Five, the parties may mutually agree to mediate the grievance using such process as they shall then likewise mutually agree to, provided that the refusal to agree to, statements made in, and the results of any such mediation shall each be inadmissible for any reason at any Level of the grievance procedure.

ARTICLE 3

ASSOCIATION RIGHTS

Each of the rights listed below shall not be given to any other organization or individual claiming to or wanting to represent the members of the bargaining unit.

A. As the recognized bargaining agent, the Association, its agents, and affiliates shall have the right to use the school buildings for meetings. Such meetings shall not interfere with or interrupt normal instructional programs or school operations, and further, shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

B. The Association shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, copy machines, duplicating equipment and audio-visual equipment, and shall be responsible for said equipment when operated by qualified persons, authorized by the building principal. The Association shall pay for consumable Board supplies used. The Association shall have the right to use school faculty bulletin boards, make announcements at faculty meetings for a period not to exceed ten (10) minutes, distribute faculty bulletins to teachers according to the normal school procedure.

C. The Association shall have the right to the use of the internal mail system of the school.

D. The Association shall have the right upon member approval to utilize Association insignia for the purpose of identifying membership on each member's school mailbox. Any additional use of the insignia on school property must receive the approval of the building principal.

E. The Association shall have the right to payroll deduction of membership dues.

1. Members shall have the right to authorize the continuous deduction of said dues from year to year hereafter. Said deductions will be made upon receipt of a signed authorization form submitted to the Treasurer of the Board at least seven (7) working days prior to the first pay period in October of each year. Dues collected shall be transmitted monthly to the Association. The Association will be responsible for collecting any dues not collected through payroll deduction.

2. Such deductions shall be made in twenty-four (24) consecutive equal installments beginning with the first pay period in October, except for tutors.

F. Upon written request, the Association President will be provided a copy of the agenda, Board meeting minutes, and the Treasurer's monthly financial report. The Association shall have the right to address the Board at any special or regular Board meeting under Item "C" (Hearing the Public).

G. The Association shall be given upon request such forms and records as are deemed public.

H. The Association representatives shall be permitted to conduct Association business, including going to other buildings during the regular school day at such times they are not regularly scheduled for pupil contact. Association representatives shall mean elected officers, building representatives, professional negotiations persons and other committee chairpersons. No class shall be

interrupted unless there is permission by the building principal. When leaving one building and/or when entering a building, the building principal must be notified.

I. As the representative of the Members of the Bargaining Unit employed by the Board, the Association will be responsible for informing all of its members of all items agreed to through negotiations.

ARTICLE 4

INDIVIDUAL RIGHTS OF MEMBERS OF THE BARGAINING UNIT

A. The Constitutional rights of individual Members of the Bargaining Unit are hereby recognized by the Board of Education. In keeping with these rights, the following provisions shall be set forth to clarify and not limit the understanding of such individual rights of Members of the Bargaining Unit employed by the Board of Education.

B. The Board agrees that all Members of the Bargaining Unit are entitled to full rights of citizenship regardless of race, color, creed, age, sex, or place of origin.

C. The Board further agrees that Members of the Bargaining Unit have the right to participate in professional and civic organizations for their personal benefit and interest.

D. The Board further agrees that Members of the Bargaining Unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form so long as it does not adversely affect their teaching or the educational program.

E. The Board further agrees that the private and personal life of any Member of the Bargaining Unit is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment unless it adversely affects their teaching performance or the educational program.

F. The Board further agrees that Members of the Bargaining Unit may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional, on school premises.

G. The Board further agrees that Members of the Bargaining Unit shall abide by the negotiated Agreement, Board adopted policies, and as provided in individual instructional staff member's contract to the extent that it does not endanger his/her personal safety or well- being or that of students in his/her charge.

H. The Board further provides the right of due process to all Members of the Bargaining Unit in accordance with Board adopted policy and State and Federal law.

I. Members of the Bargaining Unit will use discretion in professional dress.

ARTICLE 5

WORKING CONDITIONS

Members of the Bargaining Unit employed under regular contracts to perform regular duties shall be governed by the following working conditions:

A. Upon initial employment a Member of the Bargaining Unit shall be notified of his/her regular teaching assignment, including: (1) building where services are to be performed; (2) subject area/grade(s) to be taught; (3) time schedule of regular Member of the Bargaining Unit's day; (4) number of hours/periods in student's day. Any Member of the Bargaining Unit currently employed by the Board whose assignment is changed affecting any of the above conditions will likewise be notified in writing by the last "student day" of the school year and in keeping with the Article of the Agreement concerned with assignment, transfer, and vacancies.

B. **SCHOOL YEAR**

1. The Board shall adopt a school calendar each year. The Association shall be given a copy of the proposed calendar(s) within a reasonable time for the Association to give suggestions and input prior to adoption by the Board.

2. The school year shall consist of no more than 183 days. Not more than 179 days shall be instructional. All district open houses shall be included in the 183-day school year.

   At the beginning of the school year, the administration shall build into the non-instructional school days prior to the first student day, a period of two (2) hours for teachers to prepare their classrooms for Open House and the start of the school year. If any discrete group of employees is directed by

the Superintendent/designee instead to attend a required training during the two hours typically understood to be the time the teachers are afforded to prepare their classrooms, the employees in that group shall be paid a stipend of $100 in exchange for preparing their classroom some time prior to Open House.

3. Should the District exceed the five (5) calamity days allowable, all additional days shall be made up at the end of the regularly scheduled school year.

C. **LENGTH OF THE SCHOOL DAY**

1. The length of the school day for Members of the Bargaining Unit shall be no more than seven and one-half (7 ½) continuous hours including a duty-free lunch period that is equal to the time provided to the students and in no case less than thirty-five (35) consecutive minutes.

2. Collaboration Time

The Building Leadership Team (BLT) will develop a schedule of collaboration time for the building staff at the beginning of each quarter for planning purposes that shall be submitted to the District Leadership Team (DLT) for review and approval by the Superintendent to ensure alignment with District goals. An attempt will be made to provide equitable opportunities for both District/building initiatives and specific teacher-initiated collaboration.

D. During their duty-free lunch period, Members of the Bargaining Unit are free to leave the building, if they desire, provided they sign out and in.

E. **RELEASE TIME**

1. All Members of the Bargaining Unit shall be scheduled at least one period during each student day or its equivalent per week for non-pupil contact work, conferences, professional study, or other personal use for carrying out the duties of the position.

2. Elementary Members of the Bargaining Unit shall be released of student responsibility each week for the equivalent of one period per day. No Member of the Bargaining Unit shall teach more than one complete day per week without the benefit of a conference period.

F. Travel time during the school days shall not be considered lunch or conference time.

G. **FACILITIES**

Separate work areas and toilet facilities shall be provided for Members of the Bargaining Unit in all buildings.

H. **MEMBER OF THE BARGAINING UNIT LOAD**

1. Following establishment of the master schedule for each building, Member of the Bargaining Unit duties (teaching and non-teaching) and assignments will be equitably distributed.

2. Class size shall be balanced to the degree possible and such class size shall be based on State and Federal statutes, State standards, and the North Central guidelines.

   a. Class size in academic areas shall be limited to one hundred sixty-five (165) students per day.

   b. The ratio of teachers to pupils in kindergarten through third grade on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership within the first ten (10) days of the school year. The ratio of teachers to pupils in grades four and five on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-seven (27) pupils in average daily membership within the first ten (10) days of the school year. If within those first ten (10) days of the school year the one (1) full-time equivalent classroom teacher per twenty-five (25)/twenty-seven (27) pupil average is exceeded, then the position/vacancy created shall be filled by a replacement Member of the Bargaining Unit and then posted as a vacancy at the end of the academic year if the position is to be continued.

3. In no case shall more students be assigned to an instructional room or station in a greater number than there are facilities or materials for conducting an educational program.

I. Items of program and curriculum concern shall be initiated no later than March 1, so as to be properly studied and implemented for the fall school term unless otherwise mutually agreed upon.

J. A person of authority shall be designated and made known to the staff when the principal is not available.

K. A substitute teacher shall be obtained in the absence of regular and special teachers, if available. If the administrator is unable to obtain a substitute or if a substitute is needed for a limited period of time, regular members of the faculty may be asked to serve as period substitutes. Members shall be paid at the hourly rate based on BA/1 salary if they forego their conference/planning period to cover a class (this compensation includes teachers whose students miss a Specials class due to the absence of the Specials teacher and there is no substitute). Teachers may refuse to accept assignment as a period substitute.

When a unit member's students are reassigned to another member, the Board will pay the hourly rate based on the BA/1 salary to be divided equally among the teachers assuming responsibility for the absent member's students.

L. Members of the Bargaining Unit shall accept responsibility in providing the environment and educational opportunity for each child to develop the basic skills. knowledge, abilities, and characteristics that will enable students to build character, honesty, consideration, and respect for others.

M. Members of the Bargaining Unit shall direct and be responsible for the activities of any teacher aide assigned.

N. **FINANCIAL ARRANGEMENTS**

1. Members of the Bargaining Unit shall be paid in twenty-six (26) equal gross pays. Regular pay dates for Members of the Bargaining Unit shall be every other Wednesday.

2. Retirement deductions shall be made in twenty-six (26) equal installments.

3. Teachers must have their paycheck direct deposited by notifying the Board Treasurer in writing on appropriate form(s). Members may change banks at any time during the year upon written notification to the Treasurer. Changes to direct deposit information will take effect in the subsequent pay period.

4. Members of the Bargaining Unit traveling between school buildings and/or on official school business shall be reimbursed mileage at the current IRS rate.

5. a. Each Member of the Bargaining Unit may be required to perform duties or attend meetings outside the teacher contract day. Any Member of the Bargaining Unit who is required to perform duties or attend meetings outside the official teacher contract day, other than those meetings

listed in the paragraph below, shall be reimbursed at the hourly rate based on the BA/1 salary.

b. Members of the Bargaining Unit shall be required to attend one (1) district-wide curriculum meeting or one (1) departmental curriculum meeting and one (1) Open House per year at no expense to the Board. Open house shall be held on one of the 183 contracted days and shall not exceed one (1) hour in duration. If a Member of the Bargaining Unit has instructional time assigned in more than one building in the district, attendance shall be required of that Member of the Bargaining Unit at not more than one (1) Open House. The Member of the Bargaining Unit shall be reimbursed at the current hourly rate based on the BA/1 salary for each additional Open House that he/she attends. Members of the Bargaining Unit shall be excused from such meetings if there is a professional conflict.

c. It is understood that during years of textbook selection and curriculum guide revision that there may be a need for a district-wide curriculum meeting and a department curriculum meeting. All members in attendance will receive payment at the BA/1 hourly rate.

d. Bargaining Unit Members new to the District shall be paid the hourly rate based on the BA/1 salary to attend orientation.

6. All safety equipment (goggles, fire resistant gloves, protective lab/shop aprons, and the difference between the cost of the teacher's regular prescription glasses and safety glasses--lens only) required for instructors in laboratory classrooms (such as industrial arts, science and art) shall be provided by the Board at no cost to the instructor.

O. **LESSON PLANS**

1. Teachers will prepare lesson plans for instructional classes. Such lesson plans shall be kept in the teacher's classroom, and a copy of such lesson plans shall be made available to the principal upon request.

2. Educational service personnel (ESP) will prepare lesson plans for their assigned classes.

3. Each teacher is responsible for teaching the Board-approved curriculum for his/her assigned classes, and the lesson plans shall be consistent with the appropriate course of study.

P. **LICENSES**

Members of the Bargaining Unit shall be responsible for filing with the Superintendent's office all licenses issued to the member by the Ohio Department of Education within thirty (30) days of receipt of such license or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a Member of the Bargaining Unit by reason of any license not filed by the member as provided herein.

Q. **PARENT-TEACHER CONFERENCES**

On or before May 1 annually, each building principal will seek input from all bargaining unit members within his/her building regarding the dates and times for parent-teacher conferences for the upcoming school year.

R. **SCHOOL EQUIPMENT**

Teachers are permitted to use school equipment outside of the school buildings as authorized by Board policy. Such equipment includes, but is not limited to, computers and electronic tablets (e.g. iPad). Teacher will not be liable for damage or theft of equipment as long as reasonable precautions have been made to prevent damage or theft.

S. **LABOR MANAGEMENT COMMITTEE**

The Board and the HEA agree to establish a labor-management committee (LMC) composed of three (3) members appointed by the HEA and three (3) members appointed by the Superintendent. The purpose of the LMC is to keep communications open between the HEA and the Board. Bargaining or grievance processing shall not be a function of the LMC; however, it may agree to clarify the existing agreement, make recommendations for memoranda of understanding, and attempt to resolve issues prior to reaching the grievance process.

The parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS) for the purposes of training and advice in the establishment of the LMC. The parties agree to establish mutually-agreed ground rules for the operation of the LMC.

ARTICLE 6

MEMBER PROTECTION

The Code of Student Conduct (Heath Board of Education) shall be the basis of all District-wide rules, regulations, and discipline procedures. Discipline procedures shall be established by the administration to enforce all sections of the Code of Student Conduct.

A. Within the first ten (10) work days of each school year, the middle school and the high school principal shall meet with their respective student bodies to review the Code of Student Conduct, rules and regulations, and discipline procedures as outlined in the respective student handbooks. At the elementary level, such information shall be passed on to the students by the individual Members of the Bargaining Unit.

B. It is the responsibility of each Member of the Bargaining Unit to implement such rules, regulations, discipline procedures and the Code of Student Conduct so as to provide an atmosphere for learning to take place. The administration and the Board shall cooperate with the members to provide consistent application and enforcement of all rules, regulations, discipline procedures, and the Code of Student Conduct to assist members in the carrying out of such procedures.

C. Members of the Bargaining Unit and administrators may use such force as is reasonable and necessary to quell each disturbance threatening physical injury to anyone, to obtain possession of weapons or other dangerous objects upon the person or within the control of the person, for the purpose(s) of self-defense, and/or for the protection of a person(s) and/or property.

ARTICLE 7

SEQUENCE OF CONTRACT ISSUANCE

Normal sequence of limited contracts shall be:

A. Upon initial employment of a Member of the Bargaining Unit by the Board, said Member shall be issued a one (1) year contract.

B. Upon re-employment the second contract issued by the Board shall be for one (1) year.

C. Upon re-employment the third contract issued by the Board shall be for two (2) years.

D. Upon re-employment the fourth contract issued by the Board, and all limited contracts thereafter, shall be for three (3) years.

E. 1. Upon recommendation of the Superintendent, the Board of Education may issue one (1) limited contract of one (1) year duration other than the two (2) year contract provided in "C" above or the initial three (3) three (3) year contracts provided in "D" above, provided: Notice is given to the Member of the Bargaining Unit in writing on or before April 30, setting forth the reasons directed at the professional improvements of the Members of the Bargaining Unit as determined through evaluation.

2. Upon the termination of the probationary limited contract, the Members of the Bargaining Unit shall be advanced to the next multi-year contract, or notified of the Board's intent not to renew such contract pursuant to law.

F. 1. Members of the Bargaining Unit shall be considered for continuing contracts as they become eligible in keeping with the Ohio Revised Code.

2. Any Member of the Bargaining Unit preparing for a professional license shall notify the Treasurer of the school district prior to March 15 of the year their present limited contract expires if they desire a successor limited contract of shorter duration than indicated in the "sequence of contracts" sections of this Agreement.

ARTICLE 8

MEMBER EVALUATION

EVALUATION PROCEDURE DEFINED

A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code.

PURPOSE

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To inform decisions concerning retention and promotion and the removal of poorly-performing teachers.

APPLICATION

The teacher evaluation procedure contained in this agreement applies to teachers working under a license issued under Chapter 3319 of the Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Teachers who spend less than fifty percent (50%) of their time with students, or teachers/employees with responsibilities other than teaching students will be evaluated with a state approved evaluation instrument, a professional evaluation that aligns with their duties, or the teacher performance section of the Ohio Teacher Evaluation System and any student growth measures if applicable.

EVALUATORS

A. An evaluator must be a credentialed evaluator as defined in R.C. 3319.111(D) and on the district's approved list of evaluators.

B. The person who is responsible for assessing a teacher's performance shall be determined as follows:

1. Teachers with a Final Holistic Rating of Ineffective or Developing shall be assigned a credentialed evaluator from a list of district-approved evaluators.

2. Teachers with a Final Holistic Rating of Skilled may have input on the selection of their assigned credentialed evaluator from a list of district-approved evaluators.

3. Teachers with a Final Holistic Rating of Accomplished may choose their credentialed evaluator from a list of district-approved evaluators.

C. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sex, sexual orientation, marital status, military status, disability, union membership or union activism.

EVALUATION INSTRUMENT

The Evaluation Instrument shall be the forms that are located in the state-provided teacher evaluation portal.

EVALUATION COMMITTEE

A. There shall be a standing joint Evaluation Development Committee for the purpose of reviewing and making recommendations regarding the policy, procedure and process for the evaluation of certified teachers in the District.

B. **COMMITTEE COMPOSITION**

The committee shall be comprised of 4 Association members appointed by the Association president and4 members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

C. **COMMITTEE OPERATION**

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

2. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.

3. The committee will establish by mutual agreement a meeting calendar and timeline for work completion. There shall be a minimum of one meeting per year during the duration of the contract. More meetings may be requested if they are needed.

4. All decisions of the committee will be achieved by consensus.

5. Members of the committee may receive release time for committee work and training.

D. **COMMITTEE AUTHORITY**

1. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

2. If either party wishes to consider any change or revision to the evaluation procedure or instrument during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

3. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene bargaining to determine whether adjustments are appropriate.

TRAINING

A. Introduction and/or education on the evaluation framework and system will be provided, at the building level, for all teachers prior to the implementation of the evaluation framework. In the case of a new hire, such introduction and/or education shall occur by September 30th.

SCHEDULE FOR EVALUATION

A. All teachers shall be evaluated at least once each school year, except that:

1. The Board may elect to evaluate each teacher rated Accomplished on the teacher's most recent evaluation once every three years, provided that the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines that the teacher is making progress on that plan.

2. The Board may evaluate each teacher rated Skilled on the teacher's most recent evaluation once every two years, provided that the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines that the teacher is making progress on that plan.

3. The Board is not required to evaluate a teacher who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.

4. The Board is not required to evaluate a teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December in the school year in which the evaluation is otherwise scheduled to be conducted.

5. Pursuant to paragraphs 1. and 2. above, the teacher will be observed at least once and have at least one conference in each year that a formal evaluation is not conducted.

B. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.

C. If the board has entered into a limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the board shall perform a minimum of three formal observations for the evaluation in any school year in which the board may wish to declare its intention not to re-employ the teacher pursuant to RC 3319.11.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument, located in the state-provided teacher evaluation portal.

B. Teachers shall be evaluated based upon work performance, observed by the evaluator(s) during formal observations and walk-throughs. No teacher shall be evaluated on his or her work performance except after fair and reasonable observations and walkthroughs, as required by law. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. Information used in a teacher's evaluation must correspond to the sources of evidence listed in the Ohio Teacher Evaluation System Rubric, which is accessible through the teacher evaluation portal provided by the Ohio Department of Education website.

OBSERVATIONS

A. SCHEDULE OF OBSERVATIONS

A minimum of two (2) formal announced observations shall be conducted to support each evaluation. The first observation will be a holistic observation and will not occur until after the first ten student days of the school year. A formal

observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between the first two formal observations. The second formal observation will be a focused observation. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

B. **OBSERVATION CONFERENCE**

1. It is the goal that teachers shall receive at least two (2) school days' notice prior to a scheduled observation. The teacher shall submit a lesson plan and complete a questionnaire chosen by the teacher evaluation committee prior to the time of the observation. If requested by the teacher or the evaluator, a conference prior to the observation may occur.

2. Every classroom observation for formal evaluation purposes shall be followed by a conference between the Member of the Bargaining Unit and evaluator as soon as possible, but not to exceed six (6) teaching days* except by mutual agreement.

*Note: Any scheduled or unscheduled shortened days (i.e., Early Release or Delayed Start) do not count towards the six (6) days.

WALK-THROUGHS

A. A walk-through is an informal observation in the classroom that has the following components:

1. The walk-through shall be no more than 20 consecutive minutes in duration.

2. Written or- electronic feedback will be given to the teacher within three (3) work days of the walk-through.

3. A minimum of 2 walk-throughs shall be included in each evaluation.

FINALIZATION OF EVALUATION

A. No later than May 10, a copy of the Final Holistic report shall be given to the teacher and a conference may be held between the teacher and the evaluator.

B. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note

all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and the teacher and shall serve as acknowledgment that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

C. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

PROFESSIONAL DEVELOPMENT

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with a Final Holistic rating of accomplished will submit a self-directed professional growth plan to the assigned credentialed evaluator. The plan must be entered into the teacher evaluation portal by September 30th of the evaluation year.

2. Teachers with a Final Holistic rating of skilled will jointly develop a professional growth plan with the assigned credentialed evaluator. The plan must be entered in to the teacher evaluation portal by September 30th of the evaluation year.

3. Teachers with a Final Holistic rating of developing will develop a professional growth plan that is guided by the assigned credentialed evaluator. The plan must be entered in to the teacher evaluation portal by September 30th of the evaluation year.

4. Teachers with a Final Holistic rating of ineffective will be placed on an improvement plan developed by their assigned credentialed evaluator. The evaluator must enter the improvement plan into the teacher evaluation portal by September 30th of the evaluation year.

B. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.

C. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

D. The Board shall provide for the allocation of financial resources to support professional development.

COACHES FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District will provide teachers under an improvement plan with supports (i.e., professional development, a mentor, or a trained coach who is not the credentialed evaluator) when appropriate. The coach will be provided a supplemental contract equivalent to the Entry Year Teacher Mentor contract.

B. **ROLE OF COACH**

1. The Coach must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. The Coach does not have a formal evaluation role. The Coach's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

3. **Protections**

a. Other than a notation to the effect that a teacher served as a Teacher Coach, the teacher's activities as a Teacher Coach shall not be part of that staff member's evaluation.

b. Teacher Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. Professional conversations between Coach and credentialed evaluator should be on going but stay between the teacher, coach, evaluator and the director of certificated personnel.

C. It is the parties' intention that any claim that this Article has been violated will be subject to the grievance procedure in Article II and not to any action under ORC 3319.11(G)(7) (or ORC Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors in applying the provisions of this Article and to ordering the correction of procedural errors in applying the provisions of this Article and shall have no jurisdiction to order the Board of Education to reemploy a staff member, except that an arbitrator may order the Board of Education to reemploy a staff member upon a timely grievance asserting a violation of the provisions of this Article if the arbitrator determines that the Heath City Schools have failed to comply with the requirements of the provisions of this Article, but an arbitrator shall have no authority to review evaluations beyond such procedural compliance and hence may not review the judgments or ratings made in evaluations.

ARTICLE 9

PERSONNEL FILES

A. The Board shall maintain an official personnel file for each Member of the Bargaining Unit in the administrative center and/or within the District's electronic files.

B. All items placed in the file shall be dated and signed or identified as to source.

C. Each Member of the Bargaining Unit has the right to examine his/her file during regular office hours. The member may be accompanied by a representative.

D. The Member of the Bargaining Unit has the right to attach written comments to any item in the files.

E. The file shall not be removed from the administrative center by the Member of the Bargaining Unit.

F. One copy of each item in the file may be obtained at no cost.

G. Official personnel files will be maintained in the administrative center and/or within the District's electronic files. Building principals may maintain staff files; however, these files may be examined by the staff at their request.

H. 1. Communications between the community and the school ideally should be such that most complaints should be resolved through personal conferences at the school level. Various avenues of contact between the Member of the Bargaining Unit, pupil, parents, principal, and other appropriate staff personnel should be pursued to resolve differences.

2. No undocumented and/or unsubstantiated public complaint shall become a subject of documentation in a Member of the Bargaining Unit's personnel file.

3. If the Member of the Bargaining Unit believes the documentation is false or misleading, he/she may appeal to the Superintendent to have the complaint removed from his/her personnel file.

4. If the matter is not resolved at the Superintendent level, the Member of the Bargaining Unit may appeal to the Board in executive session to have the complaint removed from his/her personnel file.

5. If the matter is still unresolved at the Board level, the Member of the Bargaining Unit may attach his/her written comments to the complaint.

6. In each of the steps above, the Member of the Bargaining Unit may be accompanied by counsel and/or association representation. Conferences regarding such complaints shall be private.

ARTICLE 10

NON-RENEWAL PROCEDURE

This procedure shall be followed in the anticipation of non-renewal of a Member of the Bargaining Unit's contract:

A. The Board shall comply with the Evaluation procedures.

B. If an ineffective rating is indicated by the member's final summative evaluation rating, said Member of the Bargaining Unit shall be placed on an Improvement Plan in compliance with OTES and as set forth in Article VIII (Evaluation) above. Placement on an Improvement Plan will not preclude non-renewal of a contract in compliance with the non-renewal procedure set forth in R.C. 3319.11.

C. At the end of the second successive year of evaluation, if deficiencies are noted that warrant non-renewal, the following steps shall be taken:

1. Conference with the building principal.

2. Conference with the superintendent, building principal, association representative, and Member of the Bargaining Unit on or before May 30.

Nothing in this Article shall preclude the Board from non-renewing a member's contract in accordance with R.C. 3319.11.

D. Through following the first year of the teacher evaluation program it may be determined at the end of the initial year of service that a teacher may be non-renewed as set forth in R.C. 3319.11.

E. This Article supersedes ORC 3319.11(G)(7).

F. It is the parties' intention that any claim that Article VIII (Evaluation) or this Article, including but not limited to the provisions of ORC 3319.11 incorporated herein, has been violated will be subject to the grievance procedure in Article II and not to any action under ORC 3319.11(G)(7) (or ORC Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors and to ordering the correction of procedural errors in applying the provisions of this Article. An arbitrator shall have no jurisdiction to order the Board of Education to reemploy a staff member, except if the arbitrator determines that the Heath City Schools have failed to comply with the procedural requirements of the provisions of this Article. An arbitrator shall have no authority to review evaluations beyond such procedural compliance and hence may not review the judgments or ratings made in evaluations.

ARTICLE 11

VACANCIES AND TRANSFERS

A. **DEFINITIONS**

1. A vacancy shall be any newly created or open position(s) in the Bargaining Unit which the Board or Superintendent intends to fill.

2. A vacancy shall occur when the Board takes official action to create a new position, accept a resignation, to terminate, to non-renew, to grant an extended leave of absence, or when the Superintendent transfers or promotes a Member of the Bargaining Unit.

3. A voluntary transfer shall mean a transfer initiated by the Bargaining Unit Member.

4. An involuntary transfer shall mean a transfer initiated by the administration.

5. The words transfer and reassignment are synonymous.

B. **ASSIGNMENT AND TRANSFER**

The assignment and transfer of Members of the Bargaining Unit is a function and responsibility of the Superintendent.

All teachers are subject to annual assignment. Assignment to regular teaching duties and other related teaching duties shall be made by the individual building principal and approved by the Superintendent.

Subsequent to the Member of the Bargaining Unit entering into a supplemental contract with the Board, the assignment of that Member of the Bargaining Unit shall be made by the individual building principal and approved by the Superintendent.

C. **VACANCIES**

1. The selection of persons to fill any vacancies shall be the sole and exclusive responsibility of the Superintendent. All such selections shall be done in accordance with this Article. The Board shall not be obligated to fill all vacancies.

2. Notice of vacancies and new positions for all regular and supplemental positions within the certificated staff shall be emailed to each bargaining unit member's school email address. All vacancy notices will be sent to the HEA President. Interested Members must submit a request via email to the Superintendent for consideration no later than the close of business on the fifth (5^{th}) workday after posting. A "workday" shall be a day that the Board office is open.

3. When a posted vacancy is to be filled by a currently assigned unit member, the Administration may defer the actual transfer of the unit member until the beginning of the next semester or school year. When exercising such option, the Administration may use substitute teachers or temporary replacements to fill such openings during the interim. The Board shall non-renew any long-term substitute (120 or more days in the same position).

D. **VOLUNTARY TRANSFER**

1. A teacher may request to transfer from his/her current position to any other position for which said teacher has standard certification/licensure, upon making written request to the Superintendent. If the request is denied, the Superintendent shall notify the teacher in writing with the reason for said denial as soon as possible.

2. Members of the Bargaining Unit may initiate a voluntary transfer annually for the next school year by giving written notice to the Superintendent of interest for a different position, meaning a change in grade, subject, building, potential new position or supplemental positions, by February 1,

annually. The notice shall include the order of preference for school(s), subject and/or grade desired.

3. A Member of the Bargaining Unit employed within the district requesting a voluntary transfer shall be interviewed and given priority consideration in filling a vacancy or new position before an individual new to the district is employed and so assigned that position.

4. A Member of the Bargaining Unit requesting a voluntary transfer for a position that is or becomes open and is not so assigned shall be given written reasons for the denial.

E. **INVOLUNTARY TRANSFER**

Involuntary transfer shall be initiated by the Administration pursuant to the following:

1. A conference between the Superintendent and/or Principal and the teacher shall take place prior to public/internal announcement.

2. A teacher shall not be transferred to a position for which he/she is without proper certification/licensure, except as permitted by law or regulation.

3. Written reasons for the decision by the Superintendent shall be given to the Member of the Bargaining Unit within five (5) days of said conference.

ARTICLE 12

REDUCTION IN FORCE

A. **REASONS FOR REDUCTION IN FORCE (RIF)**

The Board may reduce the number of Members of the Bargaining Unit for reasons listed in RC 3319.17 (B).

B. **PROCEDURES (Initial)**

1. Forty-five (45) days prior to action by the Board, the Superintendent shall notify the Association of the position(s) to be abolished.

2. A meeting shall be held between the representatives of the Association and the Superintendent to review appropriate data and assess the need for a Reduction in Force.

3. Prior to any reduction/elimination in program/curriculum, recommendations shall be presented and discussed with each Department/Grade Level so affected.

C. **PROCEDURES (General)**

1. A list shall be prepared by January 15 of each year of all Members of the Bargaining Unit according to: (1) certification/licensure, (2) continuing contract status, and (3) seniority (continuous service in the district) within all areas of certification/licensure for each Member of the Bargaining Unit. (This list shall be maintained and updated on an annual basis.)

   All approved "leaves of absence" will be applied towards continuous service for seniority purposes, but will not be counted for granting step increments. The list shall include the following information:

   a. Date of initial employment (continuous)

   b. Areas of Certificate/Licensure

2. The list will be updated by March 20 for all documentation (additional) certification/licensure or additional areas of certification/licensure) that was submitted to the Superintendent by March 15. The March 15 date shall be the final cutoff date for Reduction in Force lists.

3. A reduction in force will be prepared by applying the following steps until all necessary reductions have been accomplished.

   a. First, Members of the Bargaining Unit who will leave the district by reasons of retirement, resignation, or an approved Leave of Absence.

   b. Second, the suspension of contracts from the certification/licensure areas according to the recommendation of the Superintendent. Unit members whose position is eliminated but whose contract is not suspended shall have the right to select placement into positions in their areas of licensure/certification. Preference will be given to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

"Comparable evaluation" shall mean the final teacher holistic ratings (i.e., accomplished, skilled, developing, or ineffective).

4. If ties occur in certification/licensure and seniority regarding years of service, the Member of the Bargaining Unit with the earliest date of Board action to employ will be considered most senior. If ties still remain, the Member of the Bargaining Unit having signed and returned the contract at the earliest date will be considered most senior. If ties still remain, the tie will be broken by the flip of a coin.

5. A Member of the Bargaining Unit whose contract is suspended as a result of a RIF Program shall be given written notification, by registered mail, that his/her employment will be suspended and the reason for such suspension. This notification shall occur prior to April 15, if possible, for the year that the RIF Program is to be implemented.

6. Reemployment of Members of the Bargaining Unit from the RIF list:

   a. All Members of the Bargaining Unit whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach.

   b. A Member of the Bargaining Unit on the RIF list shall be offered a contract for positions for which certified, as set forth on said RIF list, as positions become available and in keeping with the reemployment provisions of the RIF list, as positions become available and in keeping with the certification/licensure and the seniority provisions of the RIF policy (inverse order - last discharged; first employed.)

   c. When an opening(s) occurs, the Board shall send a certified letter to all Members of the Bargaining Unit certified for the position, with copies to the Association, to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her current address. The Member of the Bargaining Unit shall respond within ten (10) days from the date he/she receives the letter to indicate availability and desire for the position. This ten (10) day count shall begin on the day the certified letter is received and signed for by the Member of the Bargaining Unit. The Board shall reinstate that Member of the Bargaining Unit indicating availability and desire for such position which has the highest evaluation, and in the result of comparable evaluations, greatest seniority. Notice is complete upon proof of mailing.

d. Transfers of Members of the Bargaining Unit employed but not affected by the RIF Program shall be limited to positions not affected by said program. If a position(s) is established, this position(s) will be staffed first from the Member of the Bargaining Unit RIF list. Transfers may be made to a position affected by the RIF Program after the position(s) has been offered to all properly certificated Members of the Bargaining Unit on the RIF List. If the position is declined by the Member of the Bargaining Unit then the Members names will be removed from the RIF List.

e. No Member of the Bargaining Unit new to the district will be employed until all properly certified Members of the Bargaining Unit on the RIF list have been offered a contract for the position in accordance with the provisions of this policy.

f. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored. Members of the Bargaining Unit re-hired after two (2) years on the RIF list will be considered newly employed. During a layoff, a Member of the Bargaining Unit shall not accrue seniority or years of service.

7. Members of the Bargaining Unit remaining laid off will be given preferential consideration as substitute teachers.

8. Laid off Members of the Bargaining Unit (suspensions and non-renewals for reasons other than performance) shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits pursuant to COBRA.

9. Administrative and supervisory personnel are excluded from the provisions of this Article.

10. A Member of the Bargaining Unit affected by the RIF shall be granted the rights herein stated for a period not to exceed two (2) years. The two (2) year count shall begin on July 1.

11. Insurance premiums shall be paid by the Board through the month of August for any Member of the Bargaining Unit whose contract has been suspended or non-renewed for reasons other than performance due to a reduction in force.

ARTICLE 13

LEAVE PROVISIONS

A. **SICK LEAVE**

1. Each full-time Member of the Bargaining Unit shall be authorized sick leave in keeping with the provisions of the Ohio Revised Code and the language herein stated.

2. Each Member of the Bargaining Unit shall be entitled to sick leave credit of one and one-fourth (1¼) work days with pay for each completed month of service, for a maximum of fifteen (15) days per year. The maximum accumulation shall be three hundred thirty (330) days.

3. Each Member of the Bargaining Unit shall be entitled to an advancement of ten (10) days of sick leave one-time during his/her employment. After that, each Member of the Bargaining Unit shall be entitled to five (5) days of sick leave at the beginning of a school year regardless of whether that amount has accumulated. However, these ten (10) or five (5) days shall constitute a part of the total days for which such Member of the Bargaining Unit is eligible during the year.

4. Any Member of the Bargaining Unit who transfers from one public agency within the State of Ohio to another shall be credited upon verification of such accumulation up to his/her maximum accumulation.

5. A Member of the Bargaining Unit who has been granted a leave of absence shall retain his/her accumulated sick leave when he/she returns to the employ of the Board.

6. Sick leave shall be granted to maximum accumulation for the following reasons:

   a. Personal illness

   b. Personal injury

   c. Disability due to pregnancy/child birth

   d. Exposure to contagious disease which could be communicated.

e. Illness or injury to a member of the immediate family.

f. Death in the immediate family.

7. Immediate family shall mean any of the following persons: children, father, mother, brother, sister, grandchildren, grandfather, grandmother, aunt, uncle, step-relationships as identified by the preceding categories, spouse's immediate family as identified by the preceding categories (including step-relationships), spouse, or other persons who have assumed a similar position to the employee.

8. The Board may authorize the granting of additional days of sick leave beyond the number accumulated upon recommendation of the Superintendent in keeping with Section 3319.08 of the Ohio Revised Code.

B. FAMILY MEDICAL LEAVE ACT

Members of the Bargaining Unit and the Board of Education retain full rights and obligations with regard to the Family Medical Leave Act of 1993.

C. PERSONAL LEAVE

1. Each Member of the Bargaining Unit shall be granted up to three (3) personal leave days per year with full pay, but may accumulate four (4) days per year with full pay due to a carryover of a maximum of one (1) day of personal leave from the preceding year.

2. Written application for personal leave shall be signed by the Member of the Bargaining Unit and submitted to the office of the principal at least seventy-two (72) hours (when possible) prior to the day/days such leave is to be taken. When emergency situations arise making this compliance impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted within three (3) days after date of absence and will state the nature of the emergency.

3. Personal leave may be used to attend graduation exercises of the Member of the Bargaining Unit or members of the immediate family, to conduct college business, to attend marriages in the immediate family, for religious observances, to conduct legal matters, to attend to personal matters that cannot be conducted on other than school time.

4. Personal leave shall not be used for: (1) gainful employment; or (2) extension of Winter Break or Spring Break except in an emergency situation. No more than two (2) Members of the Bargaining Unit per building may

take personal leave on the same day, on days that are directly before or after the breaks of Labor Day, Thanksgiving, Martin Luther King Day, President's Day and Memorial Day.

5. Members of the Bargaining Unit using Personal Leave shall complete the appropriate form: (See Appendix B)

6. Members of the Bargaining Unit who have personal leave days remaining at the end of the school year shall have the right to exercise options a, b, or c below, provided that such Members may exercise options a and c together or options b and c together:

   a. Members who use zero (0) days of personal leave during the school year (July 1 - June 30) shall receive a payment of $360.00 the last pay of July. If two (2) personal leave days are unused, $240.00 will be received. If one (1) personal leave day is unused, $120.00 will be received. If one-half (0.5) of a personal leave day is unused, sixty dollars ($60.00) will be received.

   b. Members shall have the option of converting all unused personal days, up to three (3) days, in lieu of cash payment. This exchange will be at two (2) sick days for one (1) personal day. Members shall notify the district Treasurer in writing of their intent for this option on or before May 15th of each year. Such conversion shall not cause the member's sick leave accumulation to exceed three hundred thirty days and shall be converted as of the last pay of July. If the Treasurer's Office has not received written notification by May 15th, all unused personal days will automatically be converted to monetary reimbursement.

   c. Members may roll over one (1) unused personal day from one year to the next to have a maximum of four (4) personal days in that next year, provided that any day so rolled over shall be counted as a day used for purposes of the attendance incentives set forth in item a above and for purposes of sick leave conversion set forth in item b above. Members shall notify the District Treasurer in writing of their intent for this option on or before May 15th of each year. If the Treasurer's Office has not received written notification by May 15th, all unused personal days will automatically be converted to monetary reimbursement. No more than three (3) personal leave days may be used consecutively.

D. **EMERGENCY LEAVE**

Emergency leave of absence from normal teaching duties up to a total of four (4) days per school year without pay will be granted by the Board, upon submission

of satisfactory evidence acceptable to the administration of an actual emergency situation.

E. **PROFESSIONAL LEAVE**

1. This leave shall be for attending professional meetings, to make building visitations, attend conferences or programs that will benefit the Member of the Bargaining Unit or the local school programs.

2. There shall be one hundred five (105) days of professional leave for members of the bargaining unit divided within the school year in the following manner: fifty-three (53) days available the first semester of school, fifty-two (52) days available the second semester of school. Days not used in semester one may be added to the total days in semester two. Each request for professional leave must be submitted to the building principal in the manner defined by administration and receive approval from the Superintendent.

3. Members of the Bargaining Unit granted professional leave shall be reimbursed for actual and necessary expenses incurred, including registration fees; meals (breakfast - $5.00, lunch - $8.00, dinner - $12.00); and lodging ($50.00); reimbursement for meals and/or lodging may exceed these amounts with prior approval of the administration. The Board will pay travel expenses at the IRS rate per mile if a personal vehicle is used and actual cost if a public carrier is used. Members of the Bargaining Unit, in cooperation with their building principal, must submit a budget or requisition in advance of the Professional Leave to secure sufficient funds to cover expenses.

4. Receipts shall be required for all of the above expenses and a written report highlighting the pertinent information learned from attending the professional activity shall be given to the building principal within ten (10) school days after the professional day is taken.

5. Members of the Bargaining Unit taking students to meetings, competitions, field trips, etc. shall be considered performing contract duties. This shall not be considered professional leave.

   Members of the Bargaining Unit authorized or required to perform such activities shall receive regular pay for such days and shall be reimbursed for reasonable and necessary expenses incurred.

F. **JURY DUTY**

1. The Board of Education shall pay any employee regular compensation when said employee serves as juror. Members of the Bargaining Unit will be excused upon request and will return to the Board any remuneration received while serving in said capacity.

2. Such leave shall not be deducted from any other type of leave.

3. When granted such leave, the Member of the Bargaining Unit shall be replaced by a qualified substitute according to the Board policy.

G. **ASSOCIATION LEAVE**

1. Upon the approval of the local Association President a maximum limit of forty-five (45) days of Association Leave shall be granted for the three (3) year term of this Agreement.

2. The Board shall obtain and pay for a substitute for a Member of the Bargaining Unit on such leave.

3. Members of the Bargaining Unit on such leave shall incur no loss of salary.

4. The Association shall determine and be responsible for expenses incurred by a Member of the Bargaining Unit on such leave as provided by the Association Constitution and By-Laws.

H. **MILITARY LEAVE**

Military Leave shall be granted to Members of the Bargaining Unit pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

I. **CHILD CARE LEAVE**

An employee may take up to 12 weeks of accrued, unused paid sick leave following the birth or adoption of a child. The 12-week period begins on the date of the birth or placement of the child. If a husband and wife eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, and foster care placement may be limited to 12 weeks.

J. UNPAID LEAVE OF ABSENCE

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

1. If the leave requested is for illness or disability, or child rearing, such requests shall be approved by the Board. If the leave requested is for professional travel, study or growth, exchange teaching, or other reasons, such requests may be approved by the Board.

2. Said leave, if granted, shall be for the specific period of time initially requested but for no more than the remainder of the school year in which it was granted and the next school year. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.

3. A Member of the Bargaining Unit on a voluntary, unpaid leave of absence shall be eligible to insurance provisions by paying the total cost of such coverage (i.e., both the employee's and the Board's share).

4. A Member of the Bargaining Unit may be placed on an involuntary leave of absence by the Board in keeping with provisions of Section 3319.13 and 3319.16 and related sections of the ORC for mental and physical disabilities.

5. A Member of the Bargaining Unit who is placed on an involuntary unpaid leave of absence because of mental or physical disability shall be eligible to continue insurance benefits by the Board paying for cost of such coverage.

6. A Member of the Bargaining Unit returning from an unpaid leave of absence shall retain the seniority they had when they went on unpaid leave (but will not accrue seniority while on unpaid leave) and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement and related Board policies.

K. SABBATICAL LEAVE

Full time Members of the Bargaining Unit may apply to the Superintendent for a leave of absence with pay (the difference between the pay of the Member of the Bargaining Unit on sabbatical leave and the substitute's pay) for professional study or travel. If such a leave is granted the following conditions shall apply:

1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.

2. Sabbatical leave shall be for one or two semesters only.

3. Only one such leave may be granted for each five (5) years of service to the district. Five (5) continuous years of service are required prior to application.

4. To be eligible for payment of salary, the Member of the Bargaining Unit must return to the employment of the Board for at least one (1) year, unless the member of the Bargaining Unit has twenty-five (25) years of teaching experience.

5. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.

6. No leave will be granted to an individual for a second time if other Members of the Bargaining Unit have filed a request for sabbatical leave.

7. Members of the Bargaining Unit granted sabbatical leave shall continue on the employee roster and shall receive all insurance benefits provided by the Board.

L. **ASSAULT LEAVE**

1. Assault leave shall be granted to a Member of the Bargaining Unit who is absent due to physical disability resulting from an assault by another adult or an assault by a student which occurs in the course of his/her employment. The assaulted Member of the Bargaining Unit shall be eligible for and receive full pay and fringe benefits, and such leave shall not be charged against either sick leave or personal leave. The maximum number of assault leave days granted to each Member of the Bargaining Unit shall be thirty (30) days per year and shall be non-cumulative.

2. A Member of the Bargaining Unit granted assault leave must furnish a statement, signed by the member and his/her physician, stating the nature and duration of the disability and the necessity of absence from regular employment.

3. Assault leave and personal leave will not be granted to a Member of the Bargaining Unit who assaults another adult or student and incurs a disability or injury by doing so.

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

5. Absence of the assaulted Member of the Bargaining Unit because of court appearances resulting from assaults covered by this Article shall be chargeable to assault leave.

M. **RETURN FROM LEAVE**

Any Member of the Bargaining Unit on sick leave for pregnancy, an unpaid leave of absence, or sabbatical leave the second semester shall provide written notification to the Board on or before March 1, of the year in which the Member of the Bargaining Unit is on leave, whether the member desires to return for the subsequent school year.

If written notification is not received by the Board by March 1 of the year in which the Member of the Bargaining Unit is on leave, the Board shall notify the Member of the Bargaining Unit via certified mail that a notice of vacancy of his/her position shall be posted unless the Member of the Bargaining Unit provides the required written notice within ten (10) days of receipt of the certified letter. If the Member does not respond within ten (10) days, the Board is not required to hold the Member's position.

ARTICLE 14

INSURANCE

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week. Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 79.5% of the premium and the employee will pay 20.5% for full-time employees.

B. Stark County Schools Council of Governments

The Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. 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 Stark County Council of Governments (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/Canton OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, 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/Canton 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.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $25,000 for each employee.

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 this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide Dental insurance. The Board shall pay 79.5% of the premium and the Employee shall pay 20.5%.

Vision Insurance

The Board shall provide Vision Insurance. The Board shall pay 79.5% of the premium and the Employee shall pay 20.5%.

Section 125 - Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

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 was employed with one COG employer prior to June 30, 2015, and moved thereafter 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 section shall not apply.

ARTICLE 15

SEVERANCE PAY

A. All Members of the Bargaining Unit of the Heath City Schools employed under provisions of the State Teacher Retirement System of Ohio or the School Employees Retirement System of Ohio may at the time of retirement from either of these systems, elect to be compensated for one-fourth (¼) value of their accrued, but unused sick leave as defined below. Eligibility for compensation of accrued but unused sick leave credit extends only ninety (90) calendar days beyond the last paid day of service in the Heath City Schools.

B. Severance allowance shall be one-fourth (¼) of the value of accrued but unused sick leave credit with maximum allowance limited to 56.75 days, plus one (1) day for each year of service over ten (10) years employment in Heath City Schools. Payment for sick leave credit shall be considered to eliminate all sick accrued by the employee with such payment being made only one time to any employee.

C. Payment shall be made no later than sixty (60) calendar days after the effective date of retirement officially recognized by the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio or, at the retiring employee's written request, payment may be delayed into the next tax year.

ARTICLE 16
Heath Education Association
REGULAR SALARY SCHEDULE & INDEX

INDEX

YRS	BACH	MASTERS	MA + 30	PHD
1	1.000	1.100	1.150	1.200
2	1.040	1.150	1.200	1.250
3	1.080	1.200	1.250	1.300
4	1.120	1.250	1.300	1.350
5	1.160	1.300	1.350	1.400
6	1.200	1.350	1.400	1.450
7	1.240	1.400	1.450	1.500
8	1.280	1.450	1.500	1.550
9	1.320	1.500	1.550	1.600
10	1.360	1.550	1.600	1.650
11	1.400	1.600	1.650	1.700
12	1.440	1.650	1.700	1.750
13	1.480	1.700	1.750	1.800
14	1.520	1.750	1.800	1.850
15	1.560	1.800	1.850	1.900
16	1.610	1.850	1.900	1.950
19	1.660	1.900	1.950	2.000
21	1.710	1.950	2.000	2.050
24	1.760	2.000	2.050	2.100
26	1.810	2.050	2.100	2.150
28	1.860	2.100	2.150	2.200
31	1.910	2.150	2.200	2.250

Salary Schedules Effective July 1, 2024 through June 30, 2027

	4.00% FY 2024-2025				4.00% FY 2025-2026				3.25% FY 2026-2027			
Step	**BA**	**Masters**	**Mast+30**	**PHD**	**BA**	**Masters**	**Mast+30**	**PHD**	**BA**	**Masters**	**Mast+30**	**PHD**
1	$42,505	$46,755	$48,881	$51,006	$44,205	$48,625	$50,836	$53,046	$45,642	$50,205	$52,488	$54,770
2	$44,205	$48,881	$51,006	$53,132	$45,973	$50,836	$53,046	$55,257	$47,467	$52,488	$54,770	$57,053
3	$45,906	$51,006	$53,132	$55,256	$47,742	$53,046	$55,257	$57,466	$49,294	$54,770	$57,053	$59,334
4	$47,605	$53,132	$55,256	$57,382	$49,509	$55,257	$57,466	$59,677	$51,118	$57,053	$59,334	$61,617
5	$49,305	$55,256	$57,382	$59,507	$51,277	$57,466	$59,677	$61,887	$52,944	$59,334	$61,617	$63,898
6	$51,006	$57,382	$59,507	$61,632	$53,046	$59,677	$61,887	$64,097	$54,770	$61,617	$63,898	$66,180
7	$52,706	$59,507	$61,632	$63,757	$54,814	$61,887	$64,097	$66,307	$56,595	$63,898	$66,180	$68,462
8	$54,407	$61,632	$63,757	$65,883	$56,583	$64,097	$66,307	$68,518	$58,422	$66,180	$68,462	$70,745
9	$56,106	$63,757	$65,883	$68,008	$58,350	$66,307	$68,518	$70,728	$60,246	$68,462	$70,745	$73,027
10	$57,806	$65,883	$68,008	$70,133	$60,118	$68,518	$70,728	$72,938	$62,072	$70,745	$73,027	$75,308
11	$59,507	$68,008	$70,133	$72,258	$61,887	$70,728	$72,938	$75,148	$63,898	$73,027	$75,308	$77,590
12	$61,207	$70,133	$72,258	$74,384	$63,655	$72,938	$75,148	$77,359	$65,724	$75,308	$77,590	$79,873
13	$62,908	$72,258	$74,384	$76,509	$65,424	$75,148	$77,359	$79,569	$67,550	$77,590	$79,873	$82,155
14	$64,607	$74,384	$76,509	$78,634	$67,191	$77,359	$79,569	$81,779	$69,375	$79,873	$82,155	$84,437
15	$66,307	$76,509	$78,634	$80,759	$68,959	$79,569	$81,779	$83,989	$71,200	$82,155	$84,437	$86,719
16	$68,433	$78,634	$80,759	$82,885	$71,170	$81,779	$83,989	$86,200	$73,483	$84,437	$86,719	$89,002
17	$68,433	$78,634	$80,759	$82,885	$71,170	$81,779	$83,989	$86,200	$73,483	$84,437	$86,719	$89,002
18	$68,433	$78,634	$80,759	$82,885	$71,170	$81,779	$83,989	$86,200	$73,483	$84,437	$86,719	$89,002
19	$70,558	$80,759	$82,885	$85,010	$73,380	$83,989	$86,200	$88,410	$75,765	$86,719	$89,002	$91,283
20	$70,558	$80,759	$82,885	$85,010	$73,380	$83,989	$86,200	$88,410	$75,765	$86,719	$89,002	$91,283
21	$72,684	$82,885	$85,010	$87,135	$75,591	$86,200	$88,410	$90,620	$78,048	$89,002	$91,283	$93,565
22	$72,684	$82,885	$85,010	$87,135	$75,591	$86,200	$88,410	$90,620	$78,048	$89,002	$91,283	$93,565
23	$72,684	$82,885	$85,010	$87,135	$75,591	$86,200	$88,410	$90,620	$78,048	$89,002	$91,283	$93,565
24	$74,808	$85,010	$87,135	$89,260	$77,800	$88,410	$90,620	$92,830	$80,329	$91,283	$93,565	$95,847
25	$74,808	$85,010	$87,135	$89,260	$77,800	$88,410	$90,620	$92,830	$80,329	$91,283	$93,565	$95,847
26	$76,934	$87,135	$89,260	$91,386	$80,011	$90,620	$92,830	$95,041	$82,611	$93,565	$95,847	$98,130
27	$76,934	$87,135	$89,260	$91,386	$80,011	$90,620	$92,830	$95,041	$82,611	$93,565	$95,847	$98,130
28	$79,059	$89,260	$91,386	$93,511	$82,221	$92,830	$95,041	$97,251	$84,893	$95,847	$98,130	$100,412
29	$79,059	$89,260	$91,386	$93,511	$82,221	$92,830	$95,041	$97,251	$84,893	$95,847	$98,130	$100,412
30	$79,059	$89,260	$91,386	$93,511	$82,221	$92,830	$95,041	$97,251	$84,893	$95,847	$98,130	$100,412
31	$81,184	$91,386	$93,511	$95,636	$84,431	$95,041	$97,251	$99,461	$87,175	$98,130	$100,412	$102,693
32	$81,184	$91,386	$93,511	$95,636	$84,431	$95,041	$97,251	$99,461	$87,175	$98,130	$100,412	$102,693
33	$81,184	$91,386	$93,511	$95,636	$84,431	$95,041	$97,251	$99,461	$87,175	$98,130	$100,412	$102,693
34	$81,184	$91,386	$93,511	$95,636	$84,431	$95,041	$97,251	$99,461	$87,175	$98,130	$100,412	$102,693
35	$81,184	$91,386	$93,511	$95,636	$84,431	$95,041	$97,251	$99,461	$87,175	$98,130	$100,412	$102,693

For the term of this Agreement (through June 30, 2027), any Member who has or achieves the Dyslexia Practitioner Level 1 certification will be paid a stipend of $3,000 each year, prorated if achieved mid-year. Any Member who has or achieves the Dyslexia Practitioner Level 2 certification will be paid a stipend of $5,000 each year, prorated if achieved mid-year.

A. A member shall be placed on the salary schedule according to the member's training and experience except as outlined in Section D, below.

B. A member with a master's degree who has earned an additional thirty (30) semester hours after earning the Master's degree shall be paid on the Master's+30 column. The additional hours must be graduate hours.

C. Three (3) quarter hours shall equal two (2) semester hours.

D. Upon initial hire, an employee shall be given full experience credit for all verifiable years of teaching service in public or private schools or colleges accredited by a state or the U. S. Government and for all honorably discharged active military service in the armed forces of the United States to the maximum step provided on the salary schedule, provided that upon such initial hire no one shall be so given more than ten (10) years of experience credit except as follows: Upon the recommendation of the Superintendent when circumstances exist that warrant an exception, the Board may approve the granting of experience credit beyond ten (10) years.

E. One (1) year of teaching experience shall mean the employee has provided service for one hundred twenty (120) days or more in any one (1) school year. This provision applies to all newly hired employees effective with ratification of this contract.

F. Horizontal movement on the salary schedule shall be made within thirty-five (35) days of submission of evidence of completion of course work which qualifies the member for the move. For course work completed during the summer months, placement on the salary schedule will be effective the first day of the following school year.

ARTICLE 17

STRS PICK-UP

A. The Heath City Board of Education herewith agrees to "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System of Ohio paid upon behalf of the Members of the Bargaining Unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each Member of the Bargaining Unit shall be the amount required to be contributed by the STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all Members of the Bargaining Unit as a condition of employment.

3. The pick-up shall become effective with the 1984-85 Member of the Bargaining Unit's contract earnings and shall apply to all compensation including supplemental earnings thereafter.

4. The parties agree that should the rules and regulations of IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

5. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the employee's contract).

B. The amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that the employee's total salary is not increased by such "pick-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE 18

COURSE WORK REIMBURSEMENT

A. So long as they have prior approval, Members of the Bargaining Unit under contract to the Board shall be granted reimbursement for additional course work completed at the rate of $250 per semester hour up to a maximum of $3,000 annually for each member. However, course reimbursement shall not exceed the actual cost incurred.

1. Members of the Bargaining Unit who enroll for course work at OSU-N are encouraged to use tuition vouchers. Teachers using such vouchers shall not be entitled to any additional reimbursement for that course work.

B. Course reimbursement for continuing education courses shall not exceed the actual cost incurred or the dollar amount specified for quarter/semester hours in Item A. One (1) Semester Hour = 3 CEU's.

C. Said reimbursement will be granted within thirty (30) days upon providing the Treasurer of the Board evidence of satisfactory completion of course work from the college or university.

D. Each course shall be in the Member of the Bargaining Unit's area of certification/licensure or in an area which is a teaching field in the school district.

E. Individuals receiving assistantships shall not be entitled to course work reimbursement. However, credits earned while receiving an assistantship shall count for credit on the salary schedule.

F. The Teacher must complete the next school year as a teacher in the district. If the teacher fails to satisfy this teaching obligation, the amount the teacher has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not yet paid. After this deduction has been made, if there is any balance still owed by the teacher, it shall be immediately due and payable to the district. This payment is void if the contract of the person is suspended in keeping with the Reduction in Force Policy.

G. Total reimbursement by the Board under this Article for the twelve (12) months ending June 30th shall not exceed the amount expended for requests during the twelve-month period from July 1 through June 30 or $35,000.

ARTICLE 19

SUPPLEMENTAL SALARY SCHEDULE

INDEX

Years	1	3	5	7	**11**	**13**
A	0.112	0.125	0.138	0.157	0.186	0.21204
B	0.097	0.105	0.119	0.132	0.15	0.171
C	0.067	0.08	0.093	0.106	0.12	0.1368
D	0.07	0.076	0.089	0.101	0.114	0.12996
E	0.051	0.061	0.071	0.083	0.096	0.10944
F	0.046	0.053	0.06	0.067	0.078	0.08892
G	0.03	0.032	0.033	0.036	0.042	0.04788
H	0.02	0.022	0.023	0.026	0.032	0.03648

Salaries shall be based on the current year's BA Base salary on the Teachers' salary schedule.

SUPPLEMENTAL CATEGORIES

A
Head Football
Head Basketball - Boys
Head Basketball - Girls
Instrumental Music Director

B
Head Softball
Head Baseball
Head Volleyball
Head Track - Boys
Head Track - Girls
Head Cheerleading – Fall
Head Cheerleading - Winter
Head Wrestling
Head Swimming
Head Soccer – Girls
Head Soccer – Boys
Head Golf – Girls
Head Golf – Boys
Head Bowling
Head Cross Country – Girls
Head Cross Country - Boys

C
Assistant Football – 4
JV Football
JV Basketball - Boys
JV Basketball - Girls
Assistant Band - 2
JV Volleyball
JV Baseball
JV Softball
JV Wrestling

D

Freshman Basketball - Boys
Freshman Basketball - Girls
Musical Director
Play
Vocal Director
Freshman Football - 1
Assistant Track - Boys
Assistant Track - Girls
Assistant Cheerleading – Fall
Assistant Cheerleading – Winter
Assistant Basketball - Boys
Assistant Basketball - Girls
Asst. Varsity Volleyball

E
Freshman Volleyball
Assistant Varsity Baseball
Freshman Baseball
Assistant Varsity Softball
M.S. Softball – 2
JV Golf
JV Soccer - Boys
JV Soccer - Girls
Assistant - Swimming
8th Grade Football
7th Grade Football
8th Grade Basketball - Boys
7th Grade Basketball - Boys
8th Grade Basketball - Girls
7th Grade Basketball - Girls
8th Grade Volleyball
7th Grade Volleyball
7th Grade Cheerleading Coach – Fall
8th Grade Cheerleading Coach – Fall
7th Grade Cheerleading Coach – Winter
8th Grade Cheerleading Coach – Winter
M.S. Track - Boys
M.S. Track - Girls
M. S. Wrestling
Asst. Varsity Bowling
Music – Pep Band

F
Assistant 7th Grade Football
Assistant 8th Grade Football
Little Lighthouse Leaders Coordinator (Garfield)
Little Lighthouse Leaders Coordinator (Stevenson)
Lighthouse Leaders Coordinator (HMS)
Student Leadership Council – Student Senate
Student Leadership Council - Lighthouse
*M.S. Cross Country
*M.S. Golf
Assistant Middle School Track
Assistant Middle School Wrestling
Head Senior Class Advisor
Head Junior Class Advisor
High School Yearbook

G
Garfield Yearbook Advisor
Heath Middle School Yearbook Advisor
Stevenson Yearbook Advisor
Head ROE (Camp Ohio)
Asst. ROE (Camp Ohio)
Head Washington, DC Trip
Quiz Team Advisor
Mock Trial
HS – National Honor Society

H

Play Production Assistant
Musical Production Assistant
Biddy Basketball - Girls
Biddy Basketball - Boys
Computer Club (HHS)
MS - National Honor Society
Spanish Club
High School Media/Library Club
French Club
Thespians
Sophomore Class Advisor
Freshman Class Advisor
Assistant Senior Class Advisor - 1
Assistant Junior Class Advisor - 2
Science Club (Heath Middle School)
Senior Business Professionals of America
Advisor

* Anytime there are insufficient numbers to field a team (4-golf, 5-cross country, 12-true freshman football) as of the first day of school, then the supplemental contract(s) held by the members for these activities shall become null and void.

Presently employed coaches moving in levels shall be reimbursed according to the number of years of experience in that sport. Experience earned under a similar supplemental duty contract in school district(s) of previous employment shall be credited as if earned in the Heath district.

Bargaining unit members who attend ROE and the Washington, DC, trip who are not "heads" will be compensated by dividing a total fund of $10,000 per year equally among the approved supervisors. This amount will be increased by the base salary percentage increase per year.

Club Supplemental Proposal:

5 Club Supplementals - Heath High School
5 Club Supplementals - Heath Middle School
7 Club Supplementals - Stevenson and Garfield Elementaries.

***These open club supplementals can fall into categories F, G, or H depending on the meeting schedule and responsibilities required of the club advisor. To be granted one of the supplemental contracts, a staff member would need to meet with the building administrator to discuss the club, how often the club would meet, and the requirements of the advisor. The building administrator will then make a recommendation to the superintendent.

Guidelines:

- Clubs that meet weekly throughout the school year could be category F
- Clubs that meet bi-weekly throughout the school year could be category G
- Clubs that meet for one quarter of the school year could be category H

These open supplemental positions would be evaluated at the end of each school year to determine eligibility for the following year.

ARTICLE 20

NON-DISCRIMINATION

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

ARTICLE 21

MANAGEMENT RIGHTS

The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities not specifically limited by the express terms of this contract.

ARTICLE 22

PROFESSIONAL DEVELOPMENT COMMITTEE

A Heath Local Professional Development Committee (HLPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

A. **TERM OF OFFICE**

The term of office for teacher members of the committee shall be two (2) years. Two (2) appointments shall be made each year. For the 2016-2017 school year only, HEA shall appoint four (4) members to the committee. Two (2) of these

appointments shall be for one (1) year and two (2) shall be for two (2) years, to enable the staggering of terms.

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of seven (7) members as follows:

   a. one (1) primary teacher (K-2), one (1) intermediate teacher (3-5), one (1) middle school teacher (6-8) and one (1) high school teacher (9-12).

   b. three (3) representatives of the administration, one (1) of which shall be a building principal.

2. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the Association will select a replacement.

3. In the event it becomes necessary to fill a vacancy of an administrative member, the Superintendent shall appoint a replacement member to serve on the committee.

C. CHAIRPERSON

The committee chairperson shall be determined by a majority vote of the committee members.

D. DECISION MAKING

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of four (4) people.

E. TRAINING

Members of the HLPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on release time and shall be in addition to any other professional leave for which the member is entitled under the master agreement.

F. MEETINGS AND COMPENSATION

1. The HLPDC shall establish meet at least quarterly. If additional meeting dates are needed, committee members will schedule meetings as often as the members deem necessary to complete their work. The committee may schedule work sessions on paid release time, but presentation of portfolios shall be scheduled during after school hours. On/before September 30 of each year, the committee shall post their meeting schedule. Additional

meeting dates, which the committee deems necessary, will be posted as soon as they are scheduled.

2. Members of the HLPDC shall be paid one thousand five hundred fifty dollars ($1,550) per year on/or before May 31.

3. The committee members shall present a comprehensive report and copies of time sheets to the Board and the Association at their respective meetings in June.

4. Members of the HLPDC shall be paid one thousand five hundred fifty dollars ($1,550) per year within the pay period after the one in which the President of the HLPDC has signed and filed in the Treasurer's office the District's standard supplemental contract performance paperwork following the regular May meeting.

G. COMMITTEE RESPONSIBILITY

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees leading to licensure renewal.

H. MASTER AGREEMENT COMPATIBILITY

The committee shall have no authority to supersede any section of the Master Agreement between the Board and the Association.

I. LIABILITY

Members of the HLPDC shall be indemnified for action related to the proper performance of their duties as members of said committee.

The HLPDC shall establish rules consistent with the rules set forth by the Ohio Department of Education and Workforce for operation.

The appeals process provided in the HLPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the HLPDC or of anybody that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

ARTICLE 23

IMPLEMENTATION AND DURATION

A. This contract will be effective from July 1, 2024, and will continue through June 30, 2027, and annually thereafter unless the Board or Association gives written notice to the other of its intent to modify or amend this Contract.

B. Provisions in this Contract shall supersede any related rules, procedures, or policy previously adopted by the Board and not consistent with terms and conditions herein stated.

C. The Board shall make no change in any wage, hour, term or other condition of employment which falls within the realm of a mandatory subject of bargaining under pertinent sections of ORC 4117 until changed through future negotiations.

D. The items agreed to between and Board and the Association are the result of good faith negotiations. If any provision of the Contract is determined to be contrary to law by an act of the legislature or court of proper jurisdiction, then such provisions shall be deemed null and void to the extent prohibited. Other provisions shall remain in full force and effect.

E. Copies of this Contract shall be provided to all Members of the Bargaining Unit by the Association. The expense will be shared equally by the Board and the Association.

F. By affixing our signature, we affirm that the respective parties have ratified and adopted this Agreement.

For the Board:

Debra L Kelley

6/18/24

Date

For the Heath Education Association:

Allysson Shelton

6/18/24

Date

APPENDIX A

HEATH CITY SCHOOLS
PERSONAL LEAVE

Date_____
Please fill out in triplicate and return to the building principal.

Name:_____

Number of Personal Days:_____

Date/Dates of Leave:_____

_____ Graduation Exercises

_____ College Affairs

_____ Marriage Ceremonies

_____ Religious Observance

_____ Legal Matters

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

_____ Emergency Situation*

I affirm that the use of personal leave is authorized pursuant to the Personal Leave Policy.

Teacher _____
(* - Provide information in keeping with policy.)

_____

_____ _____
Principal or Supervisor Date Received

_____ _____
Superintendent Date Received

**Signature of administrator/supervisor indicates receipt not approval.

APPENDIX B

HEATH CITY SCHOOLS
COURSE WORK APPROVAL FORM

I plan to take _____ _____
(Course Number and Title) (No. of Credit Hours)

_____ _____
(Course Number and Title) (No. of Credit Hours)

_____ _____
(Course Number and Title) (No. of Credit Hours)

at _____ during the _____
(College or University) (Term)

These courses have been approved by the principal of my building and by the Superintendent of Schools.

_____ _____
(Teacher) (Principal)

_____
(Superintendent)

APPENDIX C

HEATH CITY SCHOOLS
COURSE REIMBURSEMENT FORM

Please submit in quadruplicate to the Superintendent's office.

DATE: _____

Attached is the transcript or grade slip which makes me eligible for $250 for the completion of each semester hour of college work.

I am therefore entitled to $_____ for having completed_____
semester hours of college work.

SIGNED _____

APPROVED _____
(Principal)

_____
(Superintendent)

APPENDIX D

HEATH CITY SCHOOLS
GRIEVANCE FORM

Date _____ Level _____

Name of Grievant _____

Article(s) Violated _____

Brief Statement of Grievance _____

_____

_____

Resolution Sought _____

Date of Hearing _____

Disposition at this level _____

_____

_____

_____

Reason for appeal to the next level: (Reasons given must be specific in nature and explained in complete detail).

_____

_____

_____

_____

APPENDIX E

HEATH CITY SCHOOLS
EXTRA CREDIT PROPOSAL

Please type and please be specific in all areas:

Student's Name_____ Subject Area _____ Date _____

Proposed Credit _____ (¼, ½, 1)

Adviser's Name _____

Estimated Date of Completion _____

Please state in detail the project to be undertaken. Include a discussion of why the project is relevant to the subject area, and the proposed method for completing the project. If more room is needed, please attach additional sheets.

_____

_____

_____

_____

_____

Please identify a tentative list of any materials which would need to be purchased by the school to be used in this project. Please remember that any consumable materials are the responsibility of the student.

ITEM **COST**

_____

_____

_____

_____

APPENDIX E - CONTINUED - 2

I hereby certify that I am willing to undertake this project and will strive to work toward completion.

_____
Student's Signature

I hereby certify that my son/daughter has my permission and support in undertaking this project.

_____
Parent's Signature

I hereby certify that I am willing to supervise and instruct the above- named student throughout the completion of this project.

_____
Teacher's Signature

I hereby certify my approval of the above described project.

_____
Principal's Signature

I hereby certify my approval of the above described project.

_____
Superintendent's Signature

I hereby certify my approval of the above described project.

_____
Board of Education President's Signature

MEMORANDUM OF UNDERSTANDING

ARTICLE 13 A. – SICK LEAVE

Sick leave is an earned benefit that, once earned, should be taken when needed. While it is our firm belief that the vast majority of our teaching staff does not utilize such leave unless it is appropriate to do so, we are concerned that there may be isolated instances in which such leave is being misused. Accordingly, at the risk of communicating with all of you about a subject that is really of concern only as to a very small number at most, we want to note the inherent management authority of the Board of Education and the administration to investigate any suspected instances of sick leave abuse and to take disciplinary action when any such abuse is found to have taken place. Indeed, Ohio Revised Code Section 3319.141 specifically provides that falsification of a sick leave statement is grounds for suspension or termination of employment.

Again, nothing in this memorandum is intended in any way to discourage use of sick leave for proper purposes, but when such leave is misused, it is unfair to the entire school community. It is consequently recognized that the Heath City Schools reserve the right to take any action deemed reasonable to prevent the occurrence of, and to impose appropriate discipline for, sick leave misuse.

SECTION 5705.412

CERTIFICATE OF ADEQUATE REVENUES

OAC Section 3301-92-05

Wage or Salary Schedule

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Heath City School District, hereby certify based on current estimates of School District revenue and expense made in conformity with regulations of the Auditor of State and the Ohio Department of Education, that with respect to the attached Wage or Salary Schedule:

The school district has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and an equivalent number of days for each succeeding fiscal year in which the wage or salary schedule will be in effect.

IN WITNESS WHEREOF, we have hereunto set out hands on 6-17-2024

HEATH CITY SCHOOL DISTRICT

LICKING COUNTY, OHIO

By: Debra L Kelley

President, Board of Education

By: _____

Superintendent

By: _____

Treasurer