Mon, 10/12/2026 09:16:57 AM SERB

1766-01
26-MED-03-0278
47541

COLLECTIVE BARGAINING AGREEMENT
BY & BETWEEN

THE HIGHLAND EDUCATION ASSOCIATION
AND
THE HIGHLAND LOCALS SCHOOL DISTRICT
BOARD OF EDUCATION

EFFECTIVE JULY 1, 2026 – JUNE 30, 2027

Article no.	Description	Page no.
1	**NEGOTIATIONS AGREEMENT**	3
	101 Recognition	3
	102 Negotiating Procedures	4
	103 Contrary to Law	6
	104 Complete Agreement	6
2	**RIGHTS OF PARTIES**	6
	201 Management Rights	6
	202 Association Rights	6
	203 General Provisions	7
	204 Grievance Procedures	8
3	**TEACHING CONDITIONS**	11
	301 Class Size / Work Load	11
	302 Joint Education Committee	11
	303 Nonrenewal of Limited Contracts	12
	304 Period Substitutes	12
	305 Professional Attire	13
	306 Resident Educator Program	13
	307 School Calendar	13
	308 Summer School	15
	309 Teacher Education and Certification and Licensure	15
	310 Piloting and Implementing New Learning Programs	16
4	**TEACHER EMPLOYMENT AND CONTRACTS**	16
	401 Evaluations	16
	402 Job Sharing	30
	403 Personnel Files	31
	404 Seniority Provision	32
	405 Sequence of Contracts	33
	406 Reduction in Force	34
	407 Vacancy Provision	35
	408 Assignment of Displaced Certified Employees	36
	409 Teacher on Special Assignment	37
5	**SALARY AND FRINDGE BENEFITS**	37
	501 Salary and Supplementals	37
	502 Severance Pay	38
	503 Pay Periods	38
	504 Payroll Deductions	38
	505 Payroll Deductions for Professional Dues	39
	506 Basic Hospitalization and Major Medical Insurance	39
	507 Dental Insurance	41
	508 Term Life Insurance	41
	509 Additional College Training	41
	510 National Board Certification	42
	511 Tuition Waiver	42
6	**LEAVE PROVISIONS**	42
	601 Sick / Family Medical Leave	42
	602 Court Appearances	44
	603 Emergency Leave	45
	604 Funeral Leave	45
	605 Parental Leave	45
	606 Personal Leave	46
	607 Incentive Program for Personal / Sick Leave	47
	608 Leave of Absence	47
	609 Unpaid Leave of Absence for Professional Reasons	47
	610 Prof. Leave for College Entrance Exams/National Board Cert.	48
7	**DURATION OF THIS CONTRACT**	49
	Apendix A: Salary Schedule	50
	Apendix B: Supplemental Contracts	53
	Apendix C: Grievance Form	56
	Apendix D: Sick Leave Bank Application	59
	Apendix E: Request for Course Approval	61
	Apendix F: OTES Performance Rubric	63

PREAMBLE

It is the purpose of this Agreement to establish the relationship between the Highland Local Board of Education and the Highland Education Association negotiating teams to set forth an orderly procedure for consideration of matters of concern to either party.

ARTICLE I - NEGOTIATIONS AGREEMENT

101 RECOGNITION

A. The Highland Local Board of Education (hereinafter referred to as the "Board") recognizes the Highland Education Association, an affiliate of the Ohio Education Association and the National Education Association (hereinafter referred to as the "HEA") as the sole and exclusive representative for the bargaining unit defined below in matters pertaining to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Recognition of the HEA shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of RC 4117.05 and 4117.07.

As used in this Agreement, the term "teacher(s)" is defined as, and the bargaining unit covered by this Agreement is defined as all certificated personnel including permanent substitutes.

The Board may employ at least one (1) full-time permanent substitutes in each building, as needed. Permanent substitutes shall be members of this bargaining unit subject to the following conditions:

1. Be paid uniformly at the rate of at least one hundred dollars ($100) per day.

2. Receive all benefits provided in this Agreement except for tuition reimbursement, professional leave, and sabbatical leave.

3. Be granted one (1) year, automatically non-renewing limited contracts for employment and shall not accrue seniority.

4. Full-time permanent substitutes must minimally hold a substitute license and be eligible to receive regular Ohio licensure or be enrolled in a recognized program in the state of Ohio to earn licensure.

Substitutes (working less than [60] days in the same assignment), aides, home tutors, non-certified employees, superintendent, assistant superintendents, principals, assistant principals, full-time athletic directors with no teaching responsibilities, head teacher, psychologist, administrative and supervisory staff are specifically excluded from the bargaining unit.
Administrative and supervisory staff are defined as those Board employees who have the responsibility to hire, fire, discipline, discharge, evaluate or recommend or participate in such action.

B. It is agreed by both parties that all teachers have the right to join or not to join any local or state association. Membership in any such organization or payment of any dues to any such organization(s) shall not be required as condition of employment.

C. The HEA recognizes the Board as the locally elected body legally charged with the establishing of policies for public education in the Highland Local School District and as the employer of all teaching personnel of the school system, and the Board has the right to manage the schools, provided such policies and management are not inconsistent with the specific written terms of this Agreement.

D. The recognition of the HEA as set forth in this Agreement is continuous unless challenged pursuant to RC 4117.05 and RC 4117.07 and the rules and regulations of the State Employment Relations Board (SERB).

102 NEGOTIATING PROCEDURES

A. Requests for Negotiations and Meetings

Either the Board or the HEA may request negotiations by serving written notice to the superintendent, on behalf of the Board, or the HEA president, on behalf of the HEA, not more than one-hundred twenty (120) calendar days nor less than ninety (90) calendar days prior to the expiration of this Agreement. The party requesting negotiations will notify the State Employment Relations Board (SERB) with a copy of the existing agreement, copying the other party with such communication. The first negotiations meeting will be held following the request to negotiate, but in no case later than sixty (60) days prior to the expiration of the Agreement.

1. All negotiation sessions shall be in executive session, unless otherwise mutually agreed upon by both parties in writing.

2. Both parties agree to meet, to confer, and discuss matters of concern, to listen to the voices of the other, and provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the party's counterproposals, neither party is compelled to concede to the other party's demands and/or proposals.

3. Interim reports of progress may be made to members of the HEA by its representatives and to the Board by its representatives. However, both parties shall be responsible for informing their respective memberships that such information shall not be discussed with the general public.

4. No press releases will be made by either party, except by mutual agreement or after declaration of impasse.

5. During any meeting, either negotiating team may recess for independent caucus or conference as necessary. A caucus normally should not last longer than thirty (30) minutes unless mutually agreed.

6. Minutes of negotiations meetings will not be taped by either or both parties involved.

7. Meetings shall start promptly, but no later than fifteen (15) minutes after the pre-determined starting time, unless otherwise mutually agreed.

8. At the first negotiations meeting the first item of business will be the exchanging by both parties of negotiating proposals, written and in language suitable for inclusion in any final agreement. Topical listings by either party of items proposed for negotiations (i.e., "laundry lists") shall constitute a clear failure of compliance and may be disregarded. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration without the mutual agreement of both parties.

9. Any time limits established under this article may be modified by mutual agreement of both parties.

10. Days shall mean calendar days unless specified otherwise.

11. Every effort will be made to conclude negotiations within forty-five (45) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse. All proposals shall have been fully discussed by both parties prior to any declaration of impasse.

B. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the HEA to negotiate in good faith. No final agreement shall be executed without ratification by the HEA first and then the Board. It is assumed that both parties have been given the authority to make proposals, consider proposals, and offer counter proposals in the course of negotiations.

The negotiating teams shall be limited to no more than three (3) members each and up to three (3) observers. Observers do not necessarily have to be members of the bargaining unit or employees of the Board.

Each negotiating team may use consultants. Payment of such consultant(s) shall be the responsibility of the requesting party.

C. Responsibilities During Negotiations

1. Negotiations must be recognized by both parties as a shared process.

2. No member of either negotiating team shall be penalized or censured because of his/her participation in negotiations.

3. At the close of each meeting, items of negotiations that have been tentatively agreed upon shall be reduced to writing and initialed by each party, such initialing signifying only that tentative agreement has been reached; however, such tentative agreements may be altered by mutual agreement of the parties. Until all negotiation meetings are complete, each meeting shall include a decision on the agreed time and place for the next subsequent meeting.

D. Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to said information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than existing form.

E. Agreement

The parties pledge themselves to negotiate in good faith; however, in the event agreement is not reached within forty-five (45) days prior to the expiration of the Agreement, either party may declare impasse and utilize the procedures available.

F. In the Event of Disagreement

1. Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2) – (6) and any other procedures to the contrary. This article does not diminish or preclude the HEA's rights under Section 4117.14 (D) (2) of the Ohio Revised Code, provided that the procedures herein have been followed.

2. If agreement is not reached within sixty (60) calendar days after the initial negotiating session held under this article or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a mediator. The mediation period shall terminate on the expiration date of this Agreement unless the parties otherwise agree.

3. If there are costs for such service, the costs shall be shared equally by the Board and the HEA.

103 CONTRARY TO LAW

The Board and the HEA agree that all items in this contract which supersede applicable state law, and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect, in such event the parties agree to meet and negotiate within 30 days after learning of the invalidity or unenforceability of the provision to negotiate a replacement for such provision.

104 COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

Except as otherwise specifically provided in the written provision of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

ARTICLE 2 – RIGHTS OF THE PARTIES

201 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the state of Ohio and the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the state of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and Constitution and the laws of the United States.

202 ASSOCIATION RIGHTS

The rights and privileges contained in this article shall not be extended to any teacher organization except the HEA so long as the HEA retains its status as the exclusive representative.

A. The HEA shall be the exclusive representative for all teachers in matters pertaining to wages, hours, terms and other conditions of employment.

B. The Board shall provide the name(s) and address(es) of newly employed teachers within two (2) weeks following the submission of a written request by the HEA.

C. A notice of time, date, and place of Board meetings, job openings notices, Board minutes, and agenda shall be sent to the HEA president.

D. The HEA shall be allowed access to the mailboxes of teachers, the district e-mail system and the use of school copy machines (the HEA shall provide paper) at no cost to the HEA for HEA business.

E. The HEA president or designee may have written announcements made over the school public address system. Such use shall not be unreasonably withheld.

F. The HEA president or designee shall be allowed to make announcements at the end of general staff meetings.

G. The HEA shall have the right to hold meetings in school buildings. There shall be no rental charge assessed the HEA, unless the meeting necessitates the payment of overtime to a district custodian. Such payment shall be charged to the HEA. The HEA will be responsible for care of the facilities as any group would be using school facilities.

H. The HEA shall have the use of designated bulletin boards in each teacher's lounge for HEA information.

I. The HEA shall have the exclusive right to payroll deductions of dues for bargaining unit members.

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

MEMBERSHIP CANCELLATION

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

K. The Highland Board of Education will release one certified staff member to attend the OEA Representative Assembly meeting. The Highland Board will pay for a substitute teacher. The Highland Education Association will pay all other expenses associated with the delegate.

203 GENERAL PROTECTIONS

A. Non-Discrimination

The Board of Education shall prohibit adverse actions related to employment decisions, the application of any provision of this collective bargaining agreement, the creation and/or application of any Board of Education Policy, and shall prohibit bullying, harassment of any kind, or any other act of discrimination, based upon any class specified in Board Policy 3122.

Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board of Education shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

B. Teaching Methods

Effective teaching is best promoted when each teacher is free to pursue, in his/her class, the most effective teaching methods possible. Teachers are able to deliver each lesson in whatever manner is best for the students. The board has the responsibility for approving the topics to be taught, the materials to be used in instruction and the curriculum employed to teach these topics, subject to constraints of law, policy and this agreement.

The presentation and discussion of controversial issues in the classroom will be on an informative basis and relevant to state content standards.

204 GRIEVANCE PROCEDURE

A. The primary purpose of the grievance procedure shall be to obtain, at the lowest administrative level possible, solutions to grievances which may arise.

B. A grievance is defined as a complaint alleging a violation, misapplication, or misinterpretation of the written provisions of the negotiated Agreement between the HEA and the Board.

C. A grievant is a teacher, group of teachers, or the HEA alleging a violation, misinterpretation, or misapplication of this negotiated Agreement. A group grievance shall have arisen out of identical circumstances affecting each teacher of said group.

D. A decision on a group grievance applies to all teachers in the group and each shall be given a copy of the decision. A teacher may withdraw, in writing, from a group grievance any time before a decision is rendered; however, he then waives any right to initiate the same grievance.

E. Any grievance may be withdrawn, without prejudice or record, by the grievant at any time. The failure of the grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Failure of the administration to comply with the timeliness shall allow the grievant to proceed to the next step of the procedure.

F. For the purpose of this article, the word "day" shall mean a workday.

G. The number of days indicated at each step is considered maximums. The time limits specified, however, may be extended by written agreement of the parties in interest.

H. An employee having a grievance shall first attempt to resolve it informally with the grievant's immediate supervisor within ten (10) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with the grievant's supervisor, the grievant shall inform the supervisor that the grievant wishes to discuss a complaint upon which a formal grievance may be filed.

Should the grievant not attempt to resolve the complaint informally within the ten (10) day time limit, the grievance shall be considered waived.

A complaint which cannot be resolved informally shall be processed as a formal grievance.

This formal grievance will be presented to the local building representative for verification that it is an acceptable grievance.

I. Documents related to the filing and processing of a grievance will not be placed in the personnel file of a teacher. All such documents shall be filed separately from the personnel files.

Step One

1. Within five (5) days after informal discussion of the alleged incident which is the subject of the grievance, the grievant will reduce the grievance to writing, on a form provided by the Board, and will present it to his immediate supervisor.
2. The grievance form shall be dated and initialed by the immediate supervisor upon receipt.

3. Within five (5) days after the grievance is submitted, the supervisor will discuss the grievance with the grievant and attempt to resolve it. Discussions at this step and any further step shall be confined to the issues as written and stated on the grievance form, and to the relief sought. If the teacher requests, the teacher may be accompanied at the meeting by an HEA representative. The supervisor may be accompanied by another administrator.

4. Within five (5) days after this meeting, the supervisor will state his decision in writing on the grievance form and provide a copy to the grievant.

Step Two

1. If the grievant is not satisfied with the decision concerning his grievance made at Step One, the grievant may, within five (5) days of the receipt of his immediate supervisor's decision, request that the supervisor forward the grievance to the superintendent. The superintendent shall schedule a hearing within five (5) days of receipt of the grievance and shall notify the grievant of the time and place of such hearing. If the grievant requests, he may be accompanied by an HEA representative. The superintendent and/or his designated representative will conduct the hearing. The designated representative may be an outside consultant not in the employ of the Board. At his discretion, the superintendent may request other administrators to attend his hearing.

2. Within five (5) days after such hearing, the superintendent shall notify the grievant of the decision in writing.

Step Three

1. At its discretion, the Board may waive the three (3) hearings and proceed to Step Four (4).

2. If the grievant is not satisfied by the decision of Step Two, he may within five (5) days of the date of the decision in Step Two request the superintendent forward the grievance to the Board of Education. If so advanced, the grievance shall be placed on the agenda of the next regularly scheduled Board meeting or, at the discretion of the Board, a special meeting may be called to hear the grievance. The Board treasurer shall notify the grievant of the time and place of such hearing.

3. Within fifteen (15) days after the hearing, the Board shall state its decision in writing and forward a copy to the grievant, his supervisor, and the superintendent.

Step Four

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be within five (5) days following the receipt of the disposition of the grievance. The grievant's request for arbitration shall be by certified mail with return receipt requested to the superintendent. Such requests for arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties and contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. Within five (5) days following receipt of the grievant's request for arbitration, the

superintendent or his/her designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of coin shall determine who strikes first.

2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the advisory rules and regulations of the AAA.

3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board and the grievant.

4. 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 arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him or to submit observations or declarations of opinion in reaching his decision.

5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having force and effect of law.

Miscellaneous

1. All hearings shall be conducted in executive session.

2. All grievance hearings shall be held outside the normal duty hours of the grievant. There shall be no extra pay to an employee for time spent in preparing and processing a grievance during non-duty hours.

3. In the event the Association determines at any level of the grievance procedure that a grievance shall not be carried further, the grievant may continue the procedure but shall be liable for any expenses incurred thereafter in such proceedings.

4. Respective parties shall bear the cost of their representative.

5. Arbitrator must declare a loser.

6. Losing party shall pay 90% of the costs incurred by the arbitrator. The winning party will pay the remaining 10% of the cost.

7. No reprisals or recriminations shall be taken against any teacher who files or takes part in a grievance.

ARTICLE 3 – TEACHING CONDITIONS

301 CLASS SIZE/WORK LOAD

A. The Board and the HEA agree that class size should meet or exceed state standards. The parties agree that every effort should be made to provide one full-time regular classroom teacher for every twenty-five (25) pupils in average daily membership in the district.

B. As used in this article "classroom teacher" and "educational service personnel" shall be defined pursuant to the Ohio Revised Code, Section 3317.023.

C. An administrative response will be triggered when a K-1-2 elementary class size exceeds 27 students.

D. An administrative response will be triggered when a 3-4-5 elementary class size exceeds 28 students.

E. Band, choir and physical education classes that have been traditionally taught in large groups shall be excluded from these limitations.

F. The administrative response shall be determined by the superintendent.

1. In no case will that response result in the creation of a new section that has less than fifteen (15) students in membership.

2. An educational assistant may be placed in classes that exceed the desired limits.

3. Open enrollment students will not be permitted to enroll in classes that have reached the following limits:

Grade Level(s)	Class size limit before inter-district open enrollment is cut off for that class
Kindergarten – Grade 1	20
Grade 2	22
Grade 3-12	23

4. Assignment and use of educational assistants shall be determined by the affected teachers and the principal. A process shall be developed in each building for teachers to request the assistance of educational assistants.

G. Supervision of classroom recess is the responsibility of the classroom teacher. Recess following lunch will be monitored by playground aides.

H. The teacher workday shall not exceed seven (7) hours and ten (10) minutes. Teachers must be in their classrooms or on assigned duties 15 minutes prior to the start of the school day.

302 JOINT EDUCATION COMMITTEE

A. The purpose of the committee will be to create a communication system between the HEA and the administration. Negotiations or renegotiations of the contract or grievance handling shall not be a function of this committee; however, clarification of the existing agreement and the grievance process may be a function of this committee by mutual agreement.

B. This committee shall consist of representatives of both the HEA and the Board. This committee will be chaired by the superintendent (or designee).

C. HEA representatives shall be the president and two (2) additional representatives as selected by the HEA president.

D. The Board's representatives shall consist of the superintendent (or his designee) and up to two additional representatives selected by the superintendent.

E. The committee will meet at least quarterly and additionally at the request of either party. The agenda for the meeting will be drawn up by the superintendent and the HEA president. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the meeting shall be limited to those items listed on the agenda.

F. The HEA representatives and the Board's representatives will be empowered to make decisions for the Association and the Board, subject to ratification by the constituent groups.

G. A joint report prepared and agreed to by the HEA president (or designee) and the superintendent (or designee) will be made at the conclusion of each committee meeting. The reports will be made available to all concerned parties. Both sides shall be accountable for accurately reporting the results of committee meetings.

H. Subcommittees will/may be established under the auspices of the Joint Education Committee. The purpose of the subcommittees will be established by the Joint Education Committee.

I. In the event the district opens new buildings or reconfigures building assignments of students, a committee shall be formed to establish the procedures for assigning teachers. The committee shall consist of an equal number of teachers, appointed by the HEA, and Board representatives. The superintendent retains final authority for assignment of teachers.

303 NONRENEWAL OF LIMITED CONTRACTS

Nonrenewal of limited teaching contracts shall be in accordance with ORC 3319.11.

304 PERIOD SUBSTITUTES

If it is necessary for a teacher to cover another class or to participate in IEP/504 meetings during a planning period, said teacher shall be compensated at the rate determined by dividing the rate of BA Step 0 by 184 and then by 7, resulting in the compensation for one planning period.

If an elementary specialist is absent and the classroom teacher must cover that period, LOSING his/her PLANNING TIME, the same compensation is applied. When an assembly is scheduled during that PLANNING TIME, the specialist will attend the assembly with the students, or the classroom teacher will be compensated for loss of planning time.

The Board agrees to make every effort to find substitute teachers, substitute aides, or reassign grade-level aides to cover for special teachers whose absences results in loss of planning time.

Elementary Specific Period Sub
K-5 Regular Ed Classroom

A. Splitting up a class amongst all the other grade level classrooms (normally 2-3 additional students per class) – 1/6 the daily sub rate for a Highland retired teacher sub.

B. Splitting a class in half between two classes – The two grade level classroom teachers will each receive 1/2 the daily sub rate for a Highland retired teacher sub.

C. One teacher take an entire additional class or an Intervention Specialist or Title 1 teacher covers a grade level classroom for the entire day – The teacher will receive the daily sub rate for a Highland retired teacher sub.

Special Teachers (PE, Music, Art) when covering additional classes and/or students

A. Splitting all K-5 regular ed classroom in half among two specials classrooms – The two specials classroom teachers will receive 1/2 the daily sub rate for a Highland retired teacher sub.

B. One Specials teacher takes an entire additional regular ed class every period for the entire day – The specials classroom teacher will receive the daily sub rate for a Highland retired teacher sub.

EXCEPTION: If two specials teachers take half a class or one specials teacher takes the entire class or one grade level (one period only) that day – The specials teacher(s) will receive 1/6 the daily sub rate for a Highland retired teacher sub.

305 PROFESSIONAL ATTIRE

Teachers shall be responsible for dressing in a professional and job-appropriate manner.

306 RESIDENT EDUCATOR PROGRAM

Licensure and Educator Residency Committee: A committee shall address issues resulting from the Resident Educator Program that will ultimately impact terms and conditions of employment. The committee shall be comprised of up to three (3) Association-appointed members and up to three (3) administrators. The committee shall convene upon publication of the Educator Standards Board's criteria and standards for the Program. Recommendations shall be made through the consensus decision-making process and submitted to the Association for ratification and the Board for approval.

307 SCHOOL CALENDAR

A. The normal school day shall not exceed seven hours per day inclusive of a thirty (30) minute lunch.

B. Each teacher will have a minimum thirty (30) minute continuous and uninterrupted duty-free lunch period each day, exclusive of passing time (i.e., class change time between periods).

C. Elementary (grades K-6) teachers will not be required to remain with their class when specialist teachers (i.e., art, music, physical education) are regularly scheduled to conduct the class, and a substitute will be hired if available. Reasonable efforts will be made to secure a substitute.

D. All grades K-5 shall have a minimum of two hundred (200) minutes per week for preparation and/or conference. Preparation/conference time shall be divided on a daily basis and as equally as possible. The time may be scheduled when specialist teachers are regularly scheduled to conduct the class. Common planning time for teachers of the same grade level shall be provided two days per week for at least one-half hour each. All grades 6-12 shall have a minimum of one (1) regular period of not less than forty-two (42) minutes per day for preparation/ conference. No more than four

(4) preparation/conference times per month may be used for administrative meetings or IEP/504 meetings. Additional meetings will be compensated at the rate determined by dividing the rate of BA Step 0 by 184 and then by 7, resulting in the compensation for one planning period.

E. School Year

The school year shall not exceed one hundred eighty-four (184) days for teachers and one hundred seventy-eight (178) days for students. The 184 teacher days shall be distributed as follows:

178*	Student days
2	Parent/Teacher Conference days
1	Teacher record day
3	In-service days*
184	Teacher days per school year.

*The school calendar may include waiver days.

A parent/teacher conference day will be equal to total six (6) hours, when held in the evening. The superintendent shall establish, with input from the HEA president, the time and dates of the evenings on which conferences will be held. Conferences will be held from 4:00 p.m. until 7:00 p.m. for the elementary and middle schools. The high school and/or middle school principals, in collaboration with the appropriate HEA representative, shall have the authority to abide by the same schedule or schedule a one (1) day format for six (6) hours after school. In the event that a one (1) day schedule is used, a dinner break will be scheduled from 5:30 p.m. to 6:00 p.m. The middle and the high school conferences need not be held concurrently. Two days will be indicated on the school calendar as parent/teacher conference days without students in attendance. Administrators will be present in the building during scheduled parent/teacher conferences.

One (1) day will be a scheduled in-service and planning day prior to the start of school. The additional twelve (12) hours shall be the responsibility of each teacher. The goal of the in-service program is designed to meet the timely needs of each staff member as they focus on the district's continuous improvement plan. The additional twelve (12) hours are to be scheduled at the discretion of each teacher but must align to the District Improvement Plan and be approved by the building principal. In-service for each year shall be completed by June 30. In-service completed after the last day of contractual obligations may be applied to the following year.

Teachers shall follow the procedures outlined by the LPDC to receive credit. (The immediate supervisor shall approve in-service before the LPDC approves credit.) Building principals will keep records of in-service obligations.

All extended service days are in addition to the 184 days.

Principals may have up to 1 ½ hours of meetings during each record day.

Teachers new to the district may have one additional day for purposes of orientation.

F. All teachers are expected to be at their workstations prior to their students' designated arrival.

G. Prior to the implementation of a school calendar, it will be submitted to the HEA for input.

H. The Board shall specify a contingency plan under which the district's students and teachers will make up days on which it was necessary to close school in excess of the five calamity days.

308 SUMMER SCHOOL

HIGH SCHOOL

A. Positions for summer school shall be posted pursuant to Section 407 (Vacancy Provision).

B. The most senior certified candidate shall be offered the position.

C. The pay will be calculated at the teacher's hourly rate (salary/184 days/7-hour day).

K – 8

A. Positions for summer school shall be posted pursuant to Section 407 (Vacancy Provision).

B. Pay will be subject to availability of grants and state and federal title funds.

C. If the Board elects to continue a summer school program for which a grant is discontinued, pay will be calculated at the teacher's hourly rate.

D. If the Board creates a summer school program for which grant money is not available, pay will be calculated on the teacher's hourly rate.

309 TEACHER EDUCATION AND CERTIFICATION AND LICENSURE

A. The Board and the HEA agree to create, pursuant to SB 230, a Local Professional Development Committee, hereinafter LPDC.

B. The LPDC shall consist of at least five (5) members and two (2) alternates. A majority of the LPDC members shall be teachers. The teachers shall have one (1) alternate and the administration shall have one (1) alternate. The alternates shall have the right to participate in the deliberations of the LPDC but shall only vote if one of their representative members is absent.

1. The HEA shall select the teacher members of each LPDC.

2. Administration members of each LPDC shall be selected by the superintendent.

3. The HEA, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.

4. The superintendent shall determine the recall and replacement of non-teacher LPDC members.

5. The LPDC may decide to form a Collaborative Professional Development Committee (CPDC).

6. The HEA shall determine the terms of office for LPDC or CPDC teacher members.

7. The superintendent shall determine the terms of office for administration members of the LPDC or CPDC.

8. The LPDC or CPDC shall determine the Committee's structure, i.e., president, vice-president, chairperson, etc. All changes to the Committee's structure and bylaws must be approved by both the HEA and the Board.

9. The decision(s) of the LPDC shall be by majority vote.

10. The LPDC (CPDC) shall determine its meeting schedule.

11. Each LPDC or CPDC member shall be released without penalty during the regular school day when a meeting is scheduled, not to exceed one meeting per month. Substitute teachers will be provided.

12. Each LPDC or CPDC teacher member will be paid at an hourly rate of $15.00 for meetings scheduled after the school workday or after the regular school work year, not to exceed $900.00 per year.

13. Decisions of the LPDC or CPDC may be appealed to the Board of Education. The Board must act on each appeal at its next regularly scheduled meeting. The decision of the Board may be appealed through the state appeal process.

14. LPDC or CPDC meetings must have a quorum of members and include at least one administrator.

15. Within the guidelines of the Ohio Department of Education and/or the Ohio Revised Code the LPDC or CPDC shall approve all CEU programs, course work for all certificated/licensed employees, as well as other activities that may provide CEU's. The LPDC or CPDC shall establish the criteria for the above programs.

16. The LPDC or CPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations.

C. The LPDC or CPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated Agreement except as provided by this negotiated Agreement.

D. The Board shall reimburse/pay for any necessary background/fingerprinting costs for teachers required by the Ohio Revised Code for licensure.

310 PILOTING AND IMPLEMENTING NEW LEARNING PROGRAMS

When the administration identifies a new learning program, it will develop/discuss the parameters of the new program with the Association President/designee regarding: the topic of the program; the start and end points; the goals; and the process for conveying the results of the program.

ARTICLE 4 – TEACHER EMPLOYMENT AND CONTRACTS

401 EVALUATION

On November 3, 2018, a new version of OTES/OSCES went into effect. The parties agree that the new framework will be implemented in accordance with the rules and regulations promulgated by the Ohio Department of Education as well as any statutory provisions related thereto.

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the HEA, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District teachers represented by the HEA, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.
"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Formal Observation Procedure

A. The first formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.
Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.
Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the HEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the HEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

The parties intend that the provisions of this article shall be the sole and exclusive procedure for the observation and evaluation of teachers and shall supersede the provisions of the ORC Sections 3319.11 and 3319.111.

A. Purpose

The purpose of evaluation shall be as follows:

1. To assess an employee's work performance.

2. To help the employee to achieve greater effectiveness in performance of the work assignment.

3. Evaluation provides the teacher and evaluator with a definite appraisal instrument. It should provide systemic feedback, give opportunity to assess the changes made over a period of time, and indicate professional growth.

B. OTES (Ohio Teacher Evaluation System) - The Board of Education is adopting a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under the section 3319.112 of the Revised Code. This teacher evaluation policy is adopted in conformance with said framework.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to work with the Highland Association President to establish and maintain an ongoing Evaluation Policy Consultation Committee, for the express purpose of recommending necessary changes to the Board and the Association for the appropriate revision of this policy.

1. Definitions

a. "OTES" – Ohio Teacher Evaluation System as spelled out in 3319.111 and 3319.112 of the Revised Code.

b. "Teacher" – This policy applies to the following employees of the District:

1) "Teachers" working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction;

2) "Teachers" working under a permanent certificate issued under Section 3319.222 of the Revised Code as it existed prior to September 2003 who spends at least fifty percent of their time providing content-related student instruction;

3) "Teachers" working under a permanent certificate issued under Section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent of their time providing content-related student instruction; and,

4) "Teachers" working under a permit issued under 3319.301 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction.

c. "Credentialed Evaluator" – For purposes of this policy, each "teacher" subject to evaluation will be evaluated by a person who:

1) Meets the eligibility requirements under Revised Code Section 3319.111(D); and

2) Holds a credential established by the Ohio Department of Education; and

3) Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

2. "Student Growth Measure (SGM)" – Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for "teachers" where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

3. "Student Learning Objective (SLO)" – A measurable, long-term academic growth target that a "teacher" sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

4. Standards-Based "Teacher" Evaluation

a. "Teacher" evaluations will utilize multiple factors, with the intent of providing a fair and meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon "teacher" performance and student growth.

b. Each "teacher" evaluation will result in an effectiveness rating of:

1) Accomplished;
2) Proficient;
3) Developing; or
4) Ineffective

The above represents the standards created by the State Board of Education which will be used and are incorporated herein by reference.

c. The superintendent shall annually cause to be filed a report to the department of education the following information: number of "teachers" for whom an evaluation was conducted as well as the number of "teachers" assigned each effectiveness rating as set forth above, aggregated by "teacher" preparation programs from which and the years in which the "teachers" graduated.

d. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth, if available. If the data for value added is unavailable for any reason or unreliable, then the total (100%) evaluation will be based upon the 50% observation data.

e. Not later than September 15, or in the case of a new "teacher", within thirty (30) days of the first day worked; each "teacher" shall be notified in writing of the name and position of his or her evaluator.

5. Assessment of "Teacher" Performance

a. "Teacher" performance will be evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Such performance, which will comprise fifty-percent (50%) of a "teacher's" effectiveness rating, will be assessed through a holistic process by trained-credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

1) Understanding student learning and development and respecting the diversity of the students they teach;

2) Understanding the content area for which they have the instructional responsibility;

3) Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

4) Planning and delivering effective instruction that advances individual student learning;

5) Creating learning environments that promote high levels of learning and student achievement;

6) Collaborating and communicating with students, parents and other educators, district administrators and the community; and,

7) Assuming responsibility for professional growth, performance and involvement.

b. The Board and the Association shall select or develop evaluation tools to be used in calculating "teacher" performance. These tools shall be aligned to the

Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

c. Evaluator - The evaluation procedure will be under the direction of the building principal. He/she will be involved with each teacher and help them in the evaluation program. Each fall principals will hold a meeting with teachers to explain the Highland OTES (Ohio Teacher Evaluation System) and to distribute the necessary forms needed by individual teachers.

C. Criteria for Evaluation

1. Teachers shall be evaluated on criteria adopted by the Highland Board of Education as in compliance with OTES (Appendix F, Level I).

2. No teacher shall be evaluated on his/her work performance except after fair and reasonable observations of the work performance of the teacher. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

3. No misleading, inaccurate, or undocumented information may become part of a teacher's performance evaluation report.

D. Personnel Action Requirements

If the evaluator or the superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the teacher shall be given the reasons in writing at least seven (7) days prior to any official action by the Employer.

The evaluator or superintendent shall give at least twenty-four (24) hours advance notice so that the teacher may select the Union representative of his/her choice.

E. Observation Procedure

1. All teachers and staff members who will be evaluated herein will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work. (See appendix for other suggestions as to training.)

   a. All "teachers" shall be evaluated based on two (2) observations each school year.

   b. "Teachers" on a limited contract who are under consideration for nonrenewal shall receive at least three (3) observations.

   c. The first observation must be completed by December 20.

   d. The second/third observation must be completed by May 1.

   e. There will be at least three (3) calendar weeks between observations.

   f. All formal observations shall be preceded by a conference between the evaluator and the employee.

   g. Pre-conference form attached – provided to the "teacher" three (3) working days before the pre-conference by the evaluator.

h. A post-observation conference shall be held within ten (10) working days after the observation where the evaluator will give the teacher the completed observation form.

i. Post-conference form attached – provided to the "teacher" by the evaluator within five (5) working days after the post-conference.

j. All observations will be announced.

k. Observation form attached.

F. Periodic Walkthroughs

1. The following is the walkthrough procedure:

a. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

b. Walkthroughs will be no more than fifteen (15) minutes.

c. Walkthrough form attached – provided to the "teacher" by the evaluator within six (6) working days.

d. A final debriefing shall be held with the "teacher" by the evaluator within five (5) working days of the walkthrough if requested by the teacher or administrator. Any corrective action will be addressed in the final debriefing.

G. Fairness

1. Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred, they shall have the following rights:

a. Shall be allowed to request a different evaluator and such request may be honored by the District. This could occur due to a disagreement with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating.

b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

c. Any violation of either procedural or substantive due process shall automatically require reemployment under a one (1) year limited extended contract if eligible for continuing contract, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

H. Assessment of Student Growth

1. Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for "teachers" where value-added scores are available. Other student growth measures shall be selected from the Ohio Department of Education's assessment list for "teachers" of subjects where value-added scores are not available and/or local measures of student growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

2. In calculating student academic growth for an evaluation, a student shall not be included if the student has sixty or more unexcused absences for the school year from the classroom.

3. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement.

4. Professional Growth and Improvement Plans

   a. "Teachers" with above expected levels of student growth will develop a professional growth plan with a credentialed evaluator selected in conjunction with the building administrator.

   b. "Teachers" with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle as set forth in the collective bargaining agreement.

   c. "Teachers" with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

5. Professional Development

   a. The Board shall provide for professional development to accelerate and continue "teacher" growth and provide support to poorly performing "teachers" as set forth in the collective bargaining agreement.

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

I. Personnel Decisions

1. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.

2. Seniority shall not be the basis for making retention decisions, except when choosing between "teachers" who have comparable evaluations as set forth in the collective bargaining agreement.

3. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

4. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

5. Whenever there is an involuntary transfer causing a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter), the three-year data period for evaluation usage resets.

J. Poorly Performing Teachers

1. Poorly performing teachers refers to teachers identified though the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

2. Comparable evaluations should be derived from multiple summative ratings. Starting in the 2013/14 school year, a teacher will receive a point total of four (4) for accomplished, three (3) for proficient, two (2) for developing and one (1) for ineffective. In a three-year period of time, a teacher will have a rating of three (3) thru twelve (12). Any teacher with a score of twelve (12) over three years would be in group one, teachers with score of four (4) through (11) would be in group two, and teachers with a score of three (3) would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of data.

3. Removal of Poorly Performing Teachers:

   a. Poorly performing teachers may be removed, upon recommendation of the superintendent, either through non-renewal or termination when the following has been demonstrated:

      1) Failure of a core subject area teacher required to take a written examination to pass such examination;

      2) Failure of a core subject teacher required to take a written examination to complete required professional development;

      3) Failure of core subject area teacher to complete all required written examinations;

      4) Receipt of an "ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;

      5) Receipt by any teacher of two (2) consecutive evaluations with ineffective rating.

K. Retention and Promotion of Poorly Performing Teachers

1. It is the purpose of this policy to improve the quality of instruction, enhance student learning and be a model of professional growth intended to be used continually to assist educators in improving teacher performance. The process is to be collaborative and in support of the teacher. Through this process, the Board will use this data to assist in employment decisions, including retention, promotion of teachers, renewal of teaching contracts, and, where necessary and with reliable date, removal/nonrenewal of poorly performing teachers.

2. The removal of poorly performing teachers shall be in accordance with the ORC and any applicable provisions of the Collective Bargaining Agreement.

3. Nothing is this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the

collective bargaining agreement between it and the Highland Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy in accordance with 3319.11 notwithstanding the teacher's summative rating.

L. Remediation of Deficiencies Identified During Observations and Walkthroughs

1. The remediation plan, as outlined in this section, shall detail:

   a. Performance issues documented as deficient;

   b. Specific performance expectations;

   c. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

   d. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

2. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

3. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

4. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) workdays after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

402 JOB SHARING CRITERIA

A. Subject to approval of the superintendent, job sharing is a voluntary arrangement between two (2) teachers to share one (1) full-time teaching position.

B. Job sharing arrangements are approved for one (1) year only. Job sharing partners must reapply for each subsequent year they wish to continue the arrangement.

C. Teachers who wish to job share must submit an initial written application for such arrangement to the affected building principal by March 1 for the succeeding year. A meeting shall be held among the teachers, the principal, the superintendent or designee, and a representative of HEA prior to approval. Teachers who wish to continue the job share arrangement beyond one (1) year shall submit a written application to the affected building principal and provide a copy to the superintendent by March 1 for the ensuing year.

Job sharing applications will:

1. Confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;

2. Include a plan describing the teaching techniques, methods, and grading practices of the proposed partners and how these will be implemented to ensure compatibility, consistency, and continuity of instruction; and

3. Specify the manner in which the position will be split, including salary and benefits and the method for providing coverage for absences.

Following submission of the application, the proposed job sharing partners will arrange to meet with the principal of the building to discuss their application by March 15.

D. The applications will be approved or rejected by the superintendent by April 1. The decision of the superintendent to approve or reject an application is not subject to the grievance procedure.

E. The seniority accumulation of job sharing partners will be subject to Section 404 of this Agreement.

F. The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force unless otherwise agreed in the plan.

403 PERSONNEL FILES

A. The Board shall maintain an official personnel file in the district administrative office for all teachers.

B. Each teacher may review the contents of his/her personnel file. The review shall be made in the presence of the superintendent/designee.

C. Each teacher will be provided a copy of all items placed in his/her personnel file prior to or contemporaneous to placement of the document in the file.

D. The teacher shall have the right to be accompanied by a representative when reviewing his/her file and shall have the right to respond, in writing, to material in the file. Any such responses shall be attached to, and become part of, the teacher's file.

E. If a teacher disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the superintendent/designee to investigate whether the information is accurate, relevant, timely, and/or complete. The superintendent/designee shall respond, in writing, to the teacher with the action he/she plans to take regarding the disputed information. If the teacher is not satisfied, a request may be made in writing to the Board that the contents of his/her file be reviewed. The Board shall delete any information that it cannot verify or that it finds to be inaccurate or untimely. No anonymous letters, reports, and/or complaints will be placed in the file.

F. Upon request, copies of materials in the teacher's file shall be provided at $ .10 per copy.

G. The Board shall protect the confidentiality of the teacher's personnel files to the fullest extent of applicable law.

H. If the Board receives a request from the public to view a teacher's personnel file, the Board shall make every reasonable effort, including by telephone and mail, to notify the teacher about the request. The teacher shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from following applicable law regarding the release of "public information."

404 SENIORITY PROVISION

Seniority Defined:

A. Seniority shall be defined as the number of years of continuous service by teachers with the Highland School District.

B. Seniority shall accrue for all time a teacher is on active pay status.

C. Time spent on inactive pay status (unpaid leave of absence or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority. A teacher on inactive pay status shall not accrue service credit for the purposes of placement on the salary schedule.

D. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

E. No employee shall accrue more than one (1) year of seniority in any work year.

F. Part-time teachers' seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of the part-time employment.

G. If two or more teachers have equal seniority as defined herein, then the following shall apply:

1. The date of the Board meeting at which the teacher was hired, then

2. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated HEA representative.

H. In the event of layoff (reduction in force) those teachers on limited contracts with the least seniority in the area of certification affected shall have their contracts suspended first. In the event that continuing contract teachers must be reduced, their contracts shall be suspended on the basis of seniority as defined herein.

I. Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the Highland Board of Education.

Posting of Seniority List

The seniority list shall be prepared by the Board and forwarded to the HEA president no later than September 20 of each year for review. The list shall include teacher's name, area of certification or license or entry-level requirement, the date of the Board resolution to hire, accrued years of seniority, and the contract status of each employee in the HEA. The HEA president shall review and offer corrections or approve the list no later than September 30. Once approved an official copy will be provided to the HEA president. The list will also be published on the district's electronic mail system.

Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the HEA president and the superintendent in writing of any inaccuracies which affect his/her seniority. The HEA president and the superintendent shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next school year.

405 SEQUENCE OF CONTRACTS

A. Any teacher on or eligible to receive a multi-year contract shall only be offered a contract of lesser duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s). Any such lesser-duration contracts shall be accompanied by an agreed Plan of Improvement, developed in conjunction by the evaluating administrator, the teacher, and other appropriate representatives.

B. Upon initial employment a teacher shall be given a one-year limited contract. If reemployed, the teacher shall be given an additional one-year contract.

C. Teachers having completed the second one-year limited contract shall, if reemployed, be given a two-year limited contract.

D. Teachers having completed a two-year limited contract shall, if reemployed, be awarded a three (3) year limited contract.

E. All limited contracts for that teacher thereafter shall be five-year limited contracts, unless a Plan of Improvement has been developed pursuant to paragraph A above.

F. The one-year limited contract of teachers hired in August or anytime during the school year shall be automatically non-renewed without Board action or written reasons. These teachers will receive two (2) formal observations under OTES. These teachers will be given a copy of this contract language and it shall be included as part of the teacher's individual limited contract. All assistance given to first-year teachers will be given to these teachers as well as all other benefits of this Agreement. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

G. A teacher becomes eligible for a continuing contract under ORC 3319.08.

H. When a teacher becomes eligible to receive a continuing contract during the term of and prior to the end of a limited contract, the Board may either interrupt the limited contract and grant a continuing contract or may continue the limited contract and provide the teacher with written reasons within forty-five (45) calendar days, which shall be based upon the evaluation.

I. A teacher will receive early consideration for a continuing contract provided he/she has requested a Level I Assessment no later than September 15 of the year prior to the requested consideration for a continuing contract.

J. The teacher is professionally obligated to notify the superintendent when eligible for a continuing contract.

K. <u>Retire/Rehire</u>

1. The Board may elect to hire Highland teachers who are retired under the State Teachers Retirement System. Such teachers shall be granted a two -year limited contract. If the Board intends to rehire said employee in same position for additional year(s), posting of the position will not be necessary. Teachers will retain their seniority with the district.

2. Retired teachers shall be placed at Step 4 in their current column on the teachers' salary schedule. Rehired teachers will step in accordance with the salary schedule with all other teachers employed after July 1, 2010. Current retire/rehire teachers will begin at Step 4 that corresponds to their educational level at the time of retirement.

3. Teachers hired under this section shall be eligible for all insurance benefits provided in Section 506 - C.

4. Rehired teachers shall begin with a zero sick leave balance.

5. Teachers hired under this section shall be members of the teachers' bargaining unit and shall be governed by and eligible for all benefits provided in the Agreement, except the following provisions shall not apply to retired/rehired teachers:

Section 501	Salary
Section 502	Severance Pay
Section 509	Additional College Training
Section 510	National Board Certification
Section 609	Unpaid Leave of Absence for Professional Reasons
Section 610	Professional Leave for College Entrance Exams

Not eligible for employee sick bank

It is expressly agreed that any statutory rights which are comparable to those provisions listed in this paragraph which have been made inapplicable to retired/rehired teachers are also specifically superseded by this section.

406 REDUCTION IN FORCE

A. The Board may reduce the number of teachers pursuant to the reasons outlined in Section 3319.17 (B) (1) of the Ohio Revised Code.

B. Having made a determination that such reduction is to be made, the Superintendent shall inform the HEA of the decision at least sixty (60) calendar days prior to the effective date of the reduction.

C. Teachers whose contracts are suspended in a reduction-in-force shall be notified of the decision at least thirty (30) calendar days prior to the effective date of the reduction.

D. If the Board determines it necessary to reduce the number of teachers employed for any of the reasons as provided above in Section 3319.17 (B) (1) of the Ohio Revised code, the Board shall first take action to enter into any contracts for reemployment pursuant to Ohio revised Code Section 3319.08. The Board may then suspend contracts to complete the reduction.

E. Nothing herein shall preclude the lawful nonrenewal or termination of a teacher's contract. Suspension of contracts will be used where reduction-in-force applies.

F. In making any reduction of staff, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent who shall, within each teaching field affected, give preference 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.
For the purpose of these sections, "comparable" shall be defined as like ratings, i.e., Accomplished, Skilled, Developing, and Ineffective.

G. A teacher whose contract is suspended by reduction-in-force may elect to displace a teacher in another area of licensure for which he/she holds a valid teaching license, subject to the following stipulations:
a. The displacing teacher must bump a teacher who holds a lower evaluation rating.
b. If no teacher holds a lower evaluation rating, the displacing teacher may bump a teacher who holds a comparable evaluation rating, provided the displacing teacher has greater seniority.

c. In all cases, the displacing teacher must bump the least senior teacher within the applicable evaluation rating category.

H. Any such election must be made no later than three (3) workdays from the time the teacher is notified he or she will be affected. Outside of the regular school year, a workday shall be considered any day that the Board offices are open and staffed.

I. Reductions from attrition due to the retirement, resignation, death, nonrenewal, or termination of an employee shall not be considered a reduction in force.

J. Teachers affected by suspension shall keep the Board informed of his/her current address by mailing notice thereof to the Treasurer. Upon such notice, teachers whose continuing contracts have been suspended have recall rights for four (4) school years and teachers whose limited contracts have been suspended have recall rights for two (2) school years. "School years" are defined as beginning with the first workday for teachers after his/her contract has been suspended.

1. Teachers who are recalled, upon acceptance of the offer of reemployment, will return to active employment status with the same seniority she/he enjoyed at the time of layoff.

2. Teachers who do not accept an offer of reemployment within ten (10) calendar days of receipt of such notice shall be deemed to have waived recall rights and shall be removed from the reduction in force list.

407 VACANCY PROVISION

A. Definition

A vacancy shall be defined as any position in the bargaining unit resulting from:

1. A teacher's leaving employment as a result of a termination, resignation, or death.

2. A teacher's non-renewal.

3. A teacher's transfer to another bargaining unit position, including a change in grade level and/or subject area.

4. The creation of a new bargaining unit position.

B. Notice of a Vacancy

The following posting procedures will be in effect throughout the Highland School District.

1. Open or vacant positions will be announced by school email. Teachers who do not have internet/email access during the summer months shall notify the building principal how they can be notified. This shall occur annually at teacher checkout on the final workday.

2. A teacher, who has completed and returned a Letter of Intent form (Appendix G) to the building principal, shall be offered an interview for open or vacant positions for which they are interested and hold proper certification.

3. When all other qualifications are equal the teacher's seniority shall be considered in determining their teaching assignment.

4. Within a building, transfer and exchanges of positions are mutually agreed upon by the teachers and the building principal

C. Involuntary Transfers

1. If the superintendent (or designee) directs an involuntary transfer in building, subject, and/or grade level, notification shall be given to the involved teacher. Within three (3) days of such notification the teacher may request a meeting with the superintendent (or designee). No involuntary transfer shall be effective sooner than ten (10) administrative working days following the notification or five (5) administrative working days following the meeting, whichever is later.

2. If the teacher requests a meeting with the superintendent (or designee), at such meeting the superintendent (or designee) shall discuss his/her rationale for such transfer. After notification to the superintendent (or designee), the teacher may, at his/her option, have a representative of his/her choosing present at the meeting. The administration may also have representation of their choice at such meeting.

3. The Board shall transport school supplies and materials for a teacher who has been transferred.

408 ASSIGNMENT OF DISPLACED CERTIFIED EMPLOYEES

The appropriate placement of a qualified and competent staff is essential to the successful function of the Highland School District.

A certified employee shall be considered to be displaced when circumstances exist that cause their teaching position (i.e., grade level, subject, course, or building position) to not be available to them during the next school year. Other situations may exist which make it necessary for a certified employee to be transferred from one assignment to another.

The following steps are meant as a guideline in the administrative process of transferring and reassigning these individuals. The superintendent shall have final say in all professional assignments.

A. When possible, the individual should have the opportunity to be assigned to an open position or by mutual agreement and approval of the building principal, trade positions with another teacher at the building level.

B. In the event that a certified employee within the Highland School District volunteers to trade assignments with another staff member or to fill an open position, they shall be given the opportunity to be interviewed by the building principal in which the opening or trade would exist.

C. When an open or unfilled position is available, the displaced certified employee shall have first choice of filling that position.

D. In the event that an open position does not exist for the displaced certified employee, because of certification requirements, the individual will be permitted to request a position held by one of the last three (3) certified employees hired by the Highland School District. A certified employee that is replaced by another must accept an existing open position assigned by the superintendent.

E. When a building is constructed to replace an existing building, certified employees become displaced and will thus move to the new building. Any other openings will follow the agreed upon Steps A through D. Before Steps A, B, C, and D can be implemented, a position must be open and available for the displaced certified employee, and that individual must hold the certification required for that position.

409 TEACHER ON SPECIAL ASSIGNMENT

A. Special Assignment Defined

The position of bargaining unit member on special assignment is one established for the purpose of addressing specific needs of the District which are of a temporary nature.

B. If the Administration and the Association determine a TOSA is necessary for a given school year, the Administration and the association will collectively develop the job description. Once the position has an agreed upon job description the position will be posted pursuant to the collective bargaining agreement. Any teacher who fills the position of TOSA will not have duties related to the supervision or evaluation of any bargaining unit member. At the conclusion of a special assignment, when the member returns to his/her regular assignment within one (1) year, the member shall be granted the same position held prior to the special assignment. If the special assignment exceeds one (1) year, the member shall be granted the same or similar position as held prior to the special assignment.

ARTICLE 5 – SALARY AND FRINGE BENEFITS

501 SALARY AND SUPPLEMENTALS

A. For the 2026-2027 school year, the base salary, Step 0, will be $40,471

Normal step progression will apply each year.

Effective July 1, 2026 the salary schedules will be revised as shown.

All teachers will move horizontally on the salary schedule regarding professional hours. Teachers who teach College Credit Plus courses will be paid $250 per semester hour, per semester.

B. Salary Schedule Definitions

Effective July 1, 2010, the column headings for the "Certified Salary Index/Schedule" shall be labeled as shown below. Effective July 1, 2010, hours earned for advancement from one column to the next must be earned following the attainment of the appropriate degree. However, teachers who have already accrued semester hours (or equivalent) of coursework shall continue to have all such hours counted for computing future placement on the salary schedule. To qualify, hours must be turned in on or before September 30, of the contract year.

BA = Teachers who have earned a bachelor's degree.

BA+15 = Semester hours, or equivalent, over and beyond a bachelor's degree.

MA = Teachers who have earned a master's degree.
MA+20 = Master's degree plus twenty (20) semester hours, or equivalent. Credit hours over the master's degree must be earned in the area in which the teacher is currently certified or in the field of education (professional coursework) or in a planned pattern of education leading to additional certification areas. Accumulation of "plus" credit hours must begin after the awarding of the master's degree.

When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this salary schedule and files a transcript of college credits or other valid proof of such completed semester hours to the local treasurer with superintendent approval, on or before the 15th of September of the first (1st) semester or January 20 of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester (January 1st).

C. Extended Time Contracts

"Extended Time Limited Contracts" are defined as those contracts requiring a certificated member of the bargaining unit to provide instruction or services that are prior to or subsequent to the contracted school year.

When it has been cooperatively determined between the administration and affected certificated staff members and their representative that extended time is necessary to provide instruction and/or services that extend the time allotment within the regular school year, upon approval by the Highland Local School District Board of Education, said teacher shall be paid his/her per diem rate.

The determination by the Board to fill an extended time vacancy or the determination by the Board to create a new extended-time vacancy shall cause the position to be posted.

Positions posted for extended time shall be awarded to the incumbent bargaining unit member, provided such individual has applied for the position in a timely manner and had not been reassigned to and/or requested an alternative assignment for the upcoming school year, which does not have extended time associated with such position.

Extended Time Limited Contracts granted under this section automatically expire (non-renew) at the end of the school year (June 30), without Board action or further notification from the Board.

D. Pre-School Teacher Salary Schedule:
Any teacher whose initial hire date, or internal transfer date, into a Pre-School teaching position takes effect on or after July 1, 2026, shall be placed exclusively on the Pre-School Certified Salary Index/Schedule. Teachers who were actively assigned to a Pre-School teaching position prior to July 1, 2026, are grandfathered and shall remain on the standard Certified Salary Index/Schedule.
Pre-School Certified Salary Index/Schedule – 2026-2027

502 SEVERANCE PAY (STRS ONLY) *(To be read in conjunction with 601)*

A. Severance pay shall be based on twenty-five percent (25%) of the employee's total accumulated unused sick leave to a maximum of 25% of 248 days (maximum of 62 days) at the close of the school year in which the teacher retires.

B. The rate of payment shall be the per day pay for the last school year the teacher works. The daily rate will be determined by using the divisor of 184. Only the individual teacher's base pay shall be used in determining the daily rate; no supplemental contracts will be included in the computation.

C. Severance pay shall be paid to a teacher only one time and shall exhaust all accumulated sick leave.

D. Consistent with IRS rulings, severance pay shall be paid on the first regular pay of January in the year following retirement.

503 PAY PERIODS

There will be 24 pays per contract year. Pay dates will be on the 10th and 25th of each month. If a pay date falls on a holiday, employees will be paid on the workday immediately preceding the holiday.

Any full-time employee hired after June 30, 2007, shall be required to enroll in the direct deposit program.

504 PAYROLL DEDUCTIONS

These deductions shall continue until written notice is made to the treasurer's office to discontinue.

Employees may sign up for payroll deductions for the following:

Highland Scholarship Fund – the amount to be deducted for 24 pays
Tax Sheltered Annuities – additional details will be on the payroll deduction sheet.
City Tax – indicate the appropriate city.
School District Income Tax – indicate the appropriate district.

Section 125 Account

The Board shall implement an internal revenue code Section 125 flexible spending account for all teachers under which the employee may set aside pre-tax dollars to pay for his/her share of insurance premiums, unreimbursed health care and dependent care expenses. Participation in these accounts shall be at the option of each unit member and shall be by payroll deduction. Each unit member shall pay up to one-half the monthly fee for the account. The selection of the plan administrator shall be made by the Board, and the Board shall assume all administrative costs except as otherwise stated in the immediately preceding sentence. Implementation date: October 1, 2003.

505 PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES

The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall be deducted once per month beginning with the first pay in November and continue for ten (10) consecutive months, November through August. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

All monies deducted for such purposes shall be transmitted to the Union Treasurer not more than five (5) days following the collection via check. Accompanying each check will be a complete listing of the names of the members for which a payroll deduction was made.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

506 BASIC HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

Basic hospitalization and major medical insurance policy is offered through a payroll deduction plan. This benefit is available to all teachers who are full-time employees who make proper application for and are eligible according to the insurance carrier's eligibility underwriting requirements.

A. Any teacher hired after May 1st, 2026, will have the High Deductible Plan option only. The provision does not apply to retire/rehire teachers.

B. The Highland Board of Education will pay 70% of the premium for the PPO Plan. The Highland Board of Education will pay 80% of the premium for the High Deductible Plan. The employee's share of the insurance program will be deducted from twenty-four (24) paychecks.

C. Any modifications to the health insurance plan structure will be determined by the insurance committee and shall be subject to ratification by the Board and the HEA prior to implementation

D. Employees new to the district will be covered, subject to the approval of the carrier, in their first full month of employment.

E. The employee's share of the basic insurance package will be deducted from 24 paychecks.

F. Current employees must take advantage of the "open window" period or be accepted by the carrier at a time other than the "open window" period.

G. Insurance Committee

1. The Board and the HEA agree to establish an ongoing insurance committee to review all aspects of the current health insurance coverage.

2. The committee will be comprised of:

   a. Three (3) representatives of the HEA (to be appointed by the HEA);

   b. Three (3) representatives of the classified staff bargaining unit, selected according to that unit's collective bargaining agreement;

   c. Four (4) representatives of the Board.

2. Goals of the committee shall be:

   a. To review the current health insurance plan.

   b. To research and understand the benefits of the provider.

   c. To investigate alternative schedules of benefits, including co-pays, deductibles, and benefit levels in order to control premiums costs, while providing appropriate coverage to employees.

   d. Agree on possible modifications to the health insurance plan and communicate any such changes to the president of the HEA prior to the last day in November. If plan coverage changes are recommended, then the HEA president will be given a copy of proposed new policies and employee premiums for both the new plan and to continue the current plan coverage.

   e. Any modifications to the insurance plan shall be subject to ratification by the Board and the HEA prior to implementation.

   f. Both the Board and the HEA acknowledges that the above goals cannot be accomplished without the assistance of an outside consultant to investigate the current plan and plans available from other providers.

   g. If the HEA fails to ratify changes to the insurance plan within fifteen (15) days prior to the renewal date, and if all previous deadlines have been met by the Board, the current plan in existence will continue for its bargaining unit. If two separate health insurance plans need to be offered as a result, the Board's calculated share of the premium will be the lesser of the two separate plans.

   h. During the term of this Agreement, any change in carrier or policy will result in similar or better coverage.

   i. Prior to renewal of health insurance plans for calendar year 2020 and occurring at least once every five (5) calendar years, the insurance committee will review

the services provided by the insurance broker and will request proposals for brokerage services from other brokers to provide the best services to the district and employees. The selection of the broker shall be made by consensus of the committee.

507 DENTAL INSURANCE

The Highland Local School District has a dental insurance plan available to full-time certified employees who make proper application for and are eligible according to the insurance carrier's eligibility and underwriting requirements. The Highland Board of Education will pay 90% of the premium. The employee's share of the dental insurance program will be deducted from twenty-four (24) paychecks. The third pay in any month would not have a dental insurance deduction.

508 TERM LIFE INSURANCE

A $20,000.00 term life insurance policy is available to all certified employees who make proper application for and are eligible according to the carrier's eligibility underwriting requirements. The premium for this policy is to be paid by the Highland Board of Education.

509 ADDITIONAL COLLEGE TRAINING

A. Tuition Reimbursement

1. The Board agrees to budget $40,000 for additional college training.

2. If the requests for this benefit exceed the total dollars allotted, the reimbursement per semester/quarter hour will be determined by dividing the total dollars allotted by the number of semester/quarter hours approved. Any remaining money will be redistributed using the same formula until all monies are exhausted.

3. The teacher must be employed for the school year in which the payment is made.

4. The teacher is responsible for ensuring that transcripts are delivered to the superintendent's office no later than September 30 for courses taken during the previous 12 months. The teacher must receive a grade of "B" or better or pass a pass/fail course to participate in this program.

5. The course(s) taken must be provided by an institution approved by the Ohio Board of Regents and/or the Ohio Department of Education and shall be approved by the local superintendent prior to the start of the course. The form attached hereto as Appendix E shall be used to apply for the approval. Teachers shall show evidence of accreditation when taking courses from online or unfamiliar institution. Teachers should apply and file the completed form with the superintendent as soon as possible. The superintendent must be notified immediately of any course changes.

6. The teacher shall be reimbursed under the following procedure:

   Following the prior approval procedures on the official form and within the limits stated above, and upon filing of a grade slip or transcript to verify completed course work, compensation will be made through the treasurer's office as a stipend payment, in a separate check, on or before October 30.

7. Teachers will not be reimbursed for more than 16 quarter hours/12 semester hours in any year unless any portion of the 16 quarter hours/12 semester hours were taken during the summer recess and the maximum dollar amount in #1 above is not used. The

superintendent may approve additional hours of course work during the school year. Such approval shall be made in writing.

8. At the time of reimbursement, the teacher must be on the active payroll of the Highland Local School District and remain so for the ensuing school year.

9. The reimbursement shall, at no point, be more than the actual cost of the course. The hourly tuition rate shall be indicated on the application form prior to submission to the superintendent.

B. Training for "Highly Qualified" Status

Notwithstanding Section A above, the Board shall pay the total cost of training for teachers under the following circumstances:

1. A special education teacher who is required by the Board to achieve "highly qualified" status, or

2. A teacher who previously held "highly qualified" status but who is transferred to a new position for which s/he is not "highly qualified."

3. The "highly qualified" reimbursement portion shall not exceed $500.00 per teacher in any given school year and does not include initial certification courses.

C. The Board will provide $150 to each teacher in each of the years of this contract toward professional development. Should the teacher take any such course on a school day, $75 would be used for the substitute and the remainder for the cost of the course/professional development activity. Any such program taken on a non-workday would result in the entire $150 being available for the course. The teacher must provide proof of attendance/completion.

510 NATIONAL BOARD CERTIFICATION

A teacher will be paid a $400.00 stipend after he/she has completed and mailed in his/her National Board Certification portfolio and the treasurer has been provided proof of such. If the teacher receives his/her National Board Certification and the treasurer has been notified, they will be paid an additional $800.00 stipend.

511 TUITION WAIVER

Employees living outside the district may enroll their children in the Highland Local Schools without tuition. To be eligible for this benefit the child must be registered to attend the Highland Local Schools prior to the school year of attendance, and provided the acceptance of the student(s) does not cause class size to exceed state/district requirements/guidelines with respect to overall class size and the impact of the inclusion of special needs students to the classroom. Children enrolled under this option will be subject to all rules and regulations of the school, the school district, the state of Ohio, and related state organizations.

ARTICLE 6 – LEAVE PROVISIONS

601 SICK/FAMILY MEDICAL LEAVE *(To be read in conjunction with 502)*

A. Members may accumulate an unlimited number of sick days, accrued at the rate of fifteen (15) days per year.

B. Immediate family and step-family shall be parents, children, in-laws, grandparents, grandchildren, sister, brother, and spouse.

C. May be used for personal illness, pregnancy, injury, exposure to contagious disease, absence due to illness, or death in the teacher's immediate family.

D. To avoid misunderstandings and problems concerning the use of sick leave the superintendent may:

1. Require medical documentation to justify the use of sick leave for personal illness when the time used extends beyond ten (10) consecutive days or to justify the use of sick leave for illness in the immediate family causing the teacher to miss more than three (3) consecutive days.

2. Require medical documentation to justify the use of sick leave when an intermittent pattern of sick leave use causes questions concerning the legitimate use of sick leave.

E. Family and Medical Leave

The Board will comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993. Until such time as regulations are developed, disputes arising with respect to the law will be settled based on the direction of the U.S. Department of Labor Wage and Hour Division. For purposes of family leave benefits, year shall be defined as July 1 through June 30.

All unit members will be provided written information explaining their rights and obligations under the FMLA.

F. Sick Leave Bank

A sick leave bank shall be established.

1. Purpose

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

Use of days from the Sick Leave Bank will be limited to PERSONAL illness of the bargaining unit member, spouse, or the bargaining unit member's dependent children and/or parents. A doctor's statement is required with the application in order to be considered.

2. Establishment

Members may enroll in the Sick Leave Bank during the initial enrollment period, which shall be the months of September through December, or during the subsequent enrollment periods, which shall be during the months of September through December of each school year as long as they have sick days available to contribute. New teachers hired after the school year has commenced will have three months (3) months to enroll as long as they have sick days available to contribute. Any teacher who has over 248 days may donate up to five (5) days per year during the enrollment period.

Days contributed to the Sick Leave Bank are non-returnable UNLESS THE SICK LEAVE BANK IS DISSOLVED.

3. Length of Membership

Membership in the Sick Leave Bank shall be for the duration of this Agreement.

4. Sick Leave Bank Committee

   a. This committee which shall operate the Sick Leave Bank will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the "SBC").

   b. The SBC shall be composed of the superintendent or his/her designee and three (3) HEA members appointed by the HEA president.

   c. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein.

   d. The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

   e. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the treasurer.

   f. Decisions of the SBC are final and may not be grieved.

5. General Provisions

   a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

   b. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

   c. Days allotted from the Sick Leave Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.

   d. The maximum number of days that a person may use is twenty days. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

   e. Allotments from the Sick Leave Bank will be made only for absences under a member's normal WORK contract. Allotments will not be made for absences in part-time or second positions held by a member with a full-time contract.

   f. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers' Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

   g. Whenever the total number of available days in the Sick Leave Bank falls below twenty (20), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

   h. Contributions to the Sick Leave Bank shall not count against a member's record to perfect attendance.

   i. The maximum balance of the sick leave bank shall not exceed 368 days.

   j. New hire contributions will be accepted regardless of the sick leave bank balance to ensure everyone has the opportunity to join.

602 COURT APPEARANCES

A. Any certified employee who is called for jury duty or subpoenaed by the court will certify to the treasurer the exact amount received, except that which is paid to him for expenses, the treasurer will pay the employee the difference between that amount and the member's salary resulting in no loss of salary to the employee.

B. If an employee is involved in litigation, the employee will use their personal days if they must miss a day of work.

603 EMERGENCY LEAVE

A. Superintendent may grant up to four (4) days of emergency leave for a major disaster affecting the employee's place for residence.

B. This leave is not chargeable to sick leave or any other leave provision.

C. The employee must make a written request for this leave upon his/her return to work – the request shall state the specific reason for the leave.

604 FUNERAL LEAVE

A. Funeral leave is to be charged to sick leave.

B. Five (5) days funeral leave may be taken for the following: father, mother, husband, wife, children, grandchildren, members of the immediate household, mother-in-law, father-in-law, brothers, and sisters.

C. Two (2) days funeral leave may be taken for the following: grandparents, aunt, uncle, brother-in-law, sister-in-law, niece, or nephew.

D. The employee may use personal leave for travel time.

605 PARENTAL LEAVE

A. A teacher who is pregnant or adopting a child less than six (6) years of age or becoming a parent shall, upon written request, be granted a parental leave of absence without pay. Such leave shall begin either between the beginning of pregnancy and six (6) weeks following delivery of the child or upon receipt of custody of the child, and may continue for the remainder of the school year in which the leave is applied for. Parental leave may be extended for one (1) additional school year upon written request by the teacher.

B. Application for parental leave shall state, in writing, the expected date of delivery or receipt of custody, the date leave is to begin, the date teacher hopes to return to service, and the name of the attending physician or adoption official. Application should be made at least thirty (30) days in advance of the expected beginning date of the leave or any requested extension thereof, except in cases of an emergency.

C. Sick leave shall not accrue during parental leave. Teachers on parental leave shall be allowed to continue in Board provided insurance plans by paying the regular premiums to the treasurer of the Board on or before the premium due date.

D. Upon expiration of the parental leave, the teacher shall be granted the position held prior to the leave, provided the return date is during the same school year the leave began. If the return date is not

during the same school year, the teacher shall be placed in an equivalent position for which the teacher holds valid certification.

606 PERSONAL LEAVE

A. Each full-time employee is entitled to three (3) days per school year of personal leave. (May be used in half day increments if a substitute can be secured.)

B. This day is to be used for the transaction of personal business.

C. Request for this day shall be in writing as provided on a school form.

D. Request shall be presented to the building principal at least three (3) school days in advance, except in the event of an emergency.

E. The day shall not be used in an unprofessional manner, so as not to project a poor image of the employee to the community.

F. The day shall not be used for gainful employment in some other capacity.

G. The day may not be used immediately before or after a holiday or vacation day. Exceptions to this provision may be granted on an individual basis if, in the judgment of the superintendent, an emergency exists.

H. No more than two (2) personal leave days may be taken during the last nine weeks grading period, except in cases approved by the superintendent.

I. Lesson plans shall be presented to the building principal at least one (1) day in advance of the day requested.

J. Request for personal days is subject to final approval by the superintendent.

K. If a member does not use all personal leave days in a school year the member may elect one of the following options:

1. A member may elect to receive a stipend for unused personal days as follows: in the event that three (3) personal leave days are unused, the member will be paid $300; in the event that only two (2) personal leave days are unused in the school year, the member will be paid $200, and in the event that only (1) personal leave day is unused, the member will be paid $100. No member may be paid for more than three (3) personal days in a year.

2. A member may elect to roll-over up to two (2) unused personal leave days into the following year for a maximum accumulation of five (5) personal days at any given time.

3. A member may elect to roll-over personal days to sick days on a one-to-one basis.

4. Any combination of Options 1, 2 or 3.

L. A member with remaining personal days shall notify the Treasurer's office in writing of their choice on or before June 1. If no notification is received by the Treasurer's office, the default option shall be to roll over personal leave days to sick leave. Part-time unit members shall receive a prorated payment in proportion to their FTE.

607 INCENTIVE PROGRAM FOR PERSONAL/SICK LEAVE

All teachers will start the year with $500 as an attendance incentive. The total of $500 will be reduced by $100 for each day of sick leave taken. The balance of this money, if any, will be paid to the teacher by or before June 30.

Unused personal leave will be credited to the teacher's sick leave accrual at the end of each year.

608 LEAVE OF ABSENCE

A. A teacher shall be granted a leave of absence, without pay, for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for one (1) school year and may be granted for one (1) semester or for two (2) years.

B. A written request must be submitted to the superintendent a minimum of thirty (30) days prior to the effective date of the leave. In cases of emergency, this thirty (30) day timeline shall be waived.

C. Teachers who take leave under this section shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Board treasurer prior to the due date.

D. At the expiration of the leave, the returning teacher shall be placed in a position with equivalent contract status for which the teacher is certified.

E. Unrequested leaves of absence for reasons of illness or other disability shall be granted in accordance with ORC 3319.13 and 3319.16.

F. A teacher on a leave of absence must notify the superintendent of his/her intent to return no later than March 1, prior to the year in which he/she would return.

609 UNPAID LEAVE OF ABSENCE FOR PROFESSIONAL REASONS

This leave policy pertains only to professional leave, that is, returning to school for additional or advanced training.

No leave will be granted to any certified employee who has not completed three years of service in the Highland Local School District.

Request for professional leave must be made prior to April 1 for it to be considered for the next school year. Request shall be in writing to the superintendent. Request may be for a one school year period of time.

A plan of training must be submitted with the request. This plan must outline the course work and goals that are to be achieved. The plan must relate to the employee's position and/or for further education to acquire additional certificated areas that are needed in the district. The plan submitted must be followed and any changes in the plan must be approved by the superintendent prior to those changes being implemented. Failure to follow this guideline will result in the leave being canceled and all guarantees granted in the leave being eliminated.

No more than one employee may be on professional leave at any given time.

The employee's insurance (basic medical, major medical, dental, and life) can be paid by the employee to the Highland Board of Education, through the district treasurer, and the Highland Board of Education will keep their insurance current at no direct cost to the Board. If the employee is late in making any payment to the treasurer, the Board will not make the payment for the employee. This is subject to the approval of the different insuring companies.

The employee is guaranteed a position on his/her return from leave, but not necessarily the same position or the same building that they held or were assigned to prior to the leave.

Failure of the employee to maintain at least a GPA of 2.75 will result in the leave being canceled. The employee must inform the superintendent at the conclusion of each grading period of the grades earned. Failure to comply with this provision will result in the leave being canceled and the elimination of any guarantees awarded in the leave.

610 PROFESSIONAL LEAVE FOR COLLEGE ENTRANCE EXAMS/NATIONAL BOARD CERTIFICATION

Teachers shall be granted one (1) day of paid professional leave in order to take the required graduate school entrance examinations. This may only be used for one examination.

Teachers shall be granted two (2) days of professional leave in order to prepare a portfolio for National Board Certification. An additional one (1) day shall be granted for taking the assessment.

ARTICLE 7 – DURATION OF THIS CONTRACT

701 DURATION OF THIS CONTRACT

This Agreement shall take effect on July 1, 2026 and extend through June 30, 2027, both dates inclusive. Pursuant to OAC 4417-9-07, the Board shall file one executed copy of this Agreement and/or any memoranda or amendments pertaining thereto within thirty (30) days of its execution.

Adam Gilmore, President
Highland Education Association

Board President
Highland Local Board of Education

Chris Rupe, Vice President
Highland Education Association

Abstain
Board Vice President
Highland Local Board of Education

Tarren Woodruff, Treasurer
Highland Education Association

Board Member
Highland Local Board of Education

Board Member
Highland Local Board of Education

Board Member
Highland Local Board of Education

Nathan Huffman, Superintendent
Highland Local Board of Education

Jason Fleming, Treasurer
Highland Local Board of Education

Certified Salary Index/Schedule – 2026-2027
For Teachers Employed Prior to July 1, 2010
Base = $40,471

	BA		Ba +15		MA		MA +20	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$40,471	1.047	$42,373	1.133	$45,854	1.171	$47,392
1	1.040	$42,090	1.094	$44,275	1.186	$47,999	1.228	$49,698
2	1.080	$43,709	1.141	$46,177	1.239	$50,144	1.285	$52,005
3	1.120	$45,328	1.188	$48,080	1.292	$52,289	1.342	$54,312
4	1.160	$46,946	1.235	$49,982	1.345	$54,433	1.399	$56,619
5	1.200	$48,565	1.282	$51,884	1.398	$56,578	1.456	$58,926
6	1.250	$50,589	1.339	$54,191	1.461	$59,128	1.523	$61,637
7	1.290	$52,208	1.386	$56,093	1.514	$61,273	1.580	$63,944
8	1.330	$53,826	1.433	$57,995	1.567	$63,418	1.637	$66,251
9	1.380	$55,850	1.490	$60,302	1.630	$65,968	1.704	$68,963
10	1.420	$57,469	1.537	$62,204	1.683	$68,113	1.761	$71,269
11	1.460	$59,088	1.584	$64,106	1.736	$70,258	1.818	$73,576
12	1.510	$61,111	1.641	$66,413	1.799	$72,807	1.885	$76,288
13	1.550	$62,730	1.688	$68,315	1.852	$74,952	1.942	$78,595
14	1.590	$64,349	1.735	$70,217	1.905	$77,097	1.999	$80,902
15	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
16	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
17	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
18	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
19	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
20	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
21	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
22	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
23	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
24	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
25	1.730	$70,015	1.896	$76,733	2.084	$84,342	2.190	$88,631

Certified Salary Index/Schedule – 2026-2027
For Teachers Employed on or After July 1, 2010
Base = $40,471

	BA		Ba +15		MA		MA +20	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$40,471	1.047	$42,373	1.133	$45,854	1.171	$47,392
1	1.040	$42,090	1.094	$44,275	1.186	$47,999	1.228	$49,698
2	1.080	$43,709	1.141	$46,177	1.239	$50,144	1.285	$52,005
3	1.120	$45,328	1.188	$48,080	1.292	$52,289	1.342	$54,312
4	1.160	$46,946	1.235	$49,982	1.345	$54,433	1.399	$56,619
5	1.200	$48,565	1.282	$51,884	1.398	$56,578	1.456	$58,926
6	1.250	$50,589	1.339	$54,191	1.461	$59,128	1.523	$61,637
7	1.250	$50,589	1.339	$54,191	1.461	$59,128	1.523	$61,637
8	1.290	$52,208	1.386	$56,093	1.514	$61,273	1.580	$63,944
9	1.290	$52,208	1.386	$56,093	1.514	$61,273	1.580	$63,944
10	1.330	$53,826	1.433	$57,995	1.567	$63,418	1.637	$66,251
11	1.330	$53,826	1.433	$57,995	1.567	$63,418	1.637	$66,251
12	1.380	$55,850	1.490	$60,302	1.630	$65,968	1.704	$68,963
13	1.380	$55,850	1.490	$60,302	1.630	$65,968	1.704	$68,963
14	1.420	$57,469	1.537	$62,204	1.683	$68,113	1.761	$71,269
15	1.420	$57,469	1.537	$62,204	1.683	$68,113	1.761	$71,269
16	1.460	$59,088	1.584	$64,106	1.736	$70,258	1.818	$73,576
17	1.460	$59,088	1.584	$64,106	1.736	$70,258	1.818	$73,576
18	1.510	$61,111	1.641	$66,413	1.799	$72,807	1.885	$76,288
19	1.510	$61,111	1.641	$66,413	1.799	$72,807	1.885	$76,288
20	1.550	$62,730	1.688	$68,315	1.852	$74,952	1.942	$78,595
21	1.550	$62,730	1.688	$68,315	1.852	$74,952	1.942	$78,595
22	1.590	$64,349	1.735	$70,217	1.905	$77,097	1.999	$80,902
23	1.590	$64,349	1.735	$70,217	1.905	$77,097	1.999	$80,902
24	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
25	1.640	$66,372	1.792	$72,524	1.968	$79,647	2.066	$83,613
26	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
27	1.680	$67,991	1.839	$74,426	2.021	$81,792	2.123	$85,920
28	1.730	$70,015	1.896	$76,733	2.084	$84,342	2.190	$88,631

Pre-School Certified Salary Index/Schedule – 2026-2027
For Teachers Employed on or After July 1, 2026
Base = $40,471

	BA		Ba +15		MA		MA +20	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$40,471	1.04	$42,090	1.08	$43,709	1.12	$45,328
1	1.020	$41,280	1.060	$42,899	1.1	$44,518	1.14	$46,137
2	1.040	$42,090	1.080	$43,709	1.12	$45,328	1.16	$46,946
3	1.060	$42,899	1.100	$44,518	1.14	$46,137	1.18	$47,756
4	1.080	$43,709	1.120	$45,328	1.16	$46,946	1.2	$48,565
5	1.100	$44,518	1.140	$46,137	1.18	$47,756	1.22	$49,375
6	1.120	$45,328	1.160	$46,946	1.2	$48,565	1.24	$50,184
7	1.120	$45,328	1.160	$46,946	1.2	$48,565	1.24	$50,184
8	1.140	$46,137	1.180	$47,756	1.22	$49,375	1.260	$50,993
9	1.140	$46,137	1.180	$47,756	1.22	$49,375	1.260	$50,993
10	1.160	$46,946	1.200	$48,565	1.24	$50,184	1.28	$51,803
11	1.160	$46,946	1.200	$48,565	1.24	$50,184	1.28	$51,803
12	1.180	$47,756	1.220	$49,375	1.260	$50,993	1.3	$52,612
13	1.180	$47,756	1.220	$49,375	1.260	$50,993	1.3	$52,612
14	1.200	$48,565	1.240	$50,184	1.28	$51,803	1.32	$53,422
15	1.200	$48,565	1.240	$50,184	1.28	$51,803	1.32	$53,422
16	1.220	$49,375	1.260	$50,993	1.3	$52,612	1.34	$54,231
17	1.220	$49,375	1.260	$50,993	1.3	$52,612	1.34	$54,231
18	1.240	$50,184	1.280	$51,803	1.32	$53,422	1.36	$55,041
19	1.240	$50,184	1.280	$51,803	1.32	$53,422	1.36	$55,041
20	1.260	$50,993	1.300	$52,612	1.34	$54,231	1.38	$55,850
21	1.260	$50,993	1.300	$52,612	1.34	$54,231	1.38	$55,850
22	1.280	$51,803	1.320	$53,422	1.36	$55,041	1.4	$56,659
23	1.280	$51,803	1.320	$53,422	1.36	$55,041	1.4	$56,659
24	1.300	$52,612	1.340	$54,231	1.38	$55,850	1.42	$57,469
25	1.300	$52,612	1.340	$54,231	1.38	$55,850	1.42	$57,469
26	1.320	$53,422	1.360	$55,041	1.4	$56,659	1.44	$58,278
27	1.320	$53,422	1.36	$55,041	1.4	$56,659	1.44	$58,278
28	1.340	$54,231	1.38	$55,850	1.42	$57,469	1.460	$59,088

ATHLETICS 2026-2027						
Group Name	**Year 0**	**Year 1-2**	**Year 3-4**	**Year 5-6**	**Year 7-8**	**Year 9+**
Athletic Group 1 Head Football Head Boys Basketball Head Girls Basketball Head Boys Wrestling	15%	16%	17%	18%	19%	20%
Athletic Group 2 Head Volleyball Head Boys Soccer Head Girls Soccer Head Baseball Head Softball Head Boys Track Head Girls Track Head Cross Country	13%	14%	15%	16%	17%	18%
Athletic Group 3 Varsity Asst. Football (6) Varsity Asst. Basketball Boys (3) Varsity Asst. Basketball Girls (3) Varsity Asst. Wrestling (1) Varsity Asst. Wrestling/Girls head (1)	11%	12%	13%	14%	15%	16%
Athletic Group 4 Varsity Asst. Volleyball (3) Varsity Asst. Boys Soccer (1) Varsity Asst. Girls Soccer (1) Asst. HS Boys Track (1) Asst. HS Girls Track (1) Asst. HS Baseball (3) Asst. HS Softball (3) HS Cross Country Asst. (1) HS Fall Cheer HS Winter Cheer	9%	10%	11%	12%	13%	14%

Athletic Group 5 Boys' Golf Girls' Golf Boys' Bowling Girls' Bowling MS Football Head Coach (2) MS Volleyball (2) MS Boys Basketball (2) MS Girls Basketball (2) MS Wrestling (1) MS Head Track Coach (2) MS Cross Country Head Coach (1) MS Cheer Fall (1) MS Cheer Winter (1)	7%	8%	9%	10%	11%	12%
Athletic Group 6 HS Bowling Assistant (1) MS Golf Coach (1) MS Assistants (Sport TBA)	6%	7%	8%	9%	10%	11%

HIGHLAND EXTRACURRICULARS 2026-2027						
Clubs						
Clubs/Groups	**Year 0**	**Year 1-2**	**Year 3-4**	**Year 5-6**	**Year 7-8**	**Year 9+**
Group A: Play Director Art Director for play Band Assistant Yearbook	5.50%	6.00%	6.50%	7.00%	7.50%	8.00%
Group B: Band Associate Vocal District Social Media	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
Group C: Robotics Middle School* Robotics High School* Band Color Guard Percussion Tech BPA **gets paid each semester*	3.80%	4.30%	4.80%	5.30%	5.80%	6.30%
Group D: Building Website Coordinator Robotics Assistant* **gets paid each semester*	3.70%	4.20%	4.70%	5.20%	5.70%	6.20%
Group E: Student Council NHS Sr. Class Advisor Pep Band *(min. 11 games)*	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%
Group F: Jr. Class Advisor So. Class Advisor Freshman Class Advisor	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%
Group G: Math Club Spanish Club Academic Challenge Art Club Youth In Government Horticulture Club Drama Club	2.40%	2.90%	3.40%	3.90%	4.40%	4.90%
Group H: MS Student Council	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%
After School Assistance	Hourly rate BA-0 (184 days, 7 hrs/day)					
Fitness Coordinator (HS Room)	$500 person season					
Weight Room Coordinator per season (Fall, Winter, Spring, Summer)	4%					
Facilities Manager	Fall 5.8% Winter 6.5% Spring 5%					

*The decision to add an assistant, athletic or academic, will be determined by the superintendent. The academic supplemental position shall be in one group below the group they are assisting for all contract years.

GRIEVANCE FORM

GRIEVANCE # _____

NAME OF GRIEVANT _____

BUILDING _____

A. STATEMENT OF GRIEVANCE:

B. RELIEF SOUGHT:

_____ _____
SIGNATURE OF AGGRIEVED DATE

_____ _____
SIGNATURE OF ASSOCIATION PRESIDENT DATE

STEP ONE

APPROPRIATE SUPERVISOR _____

DATE FILED _____

DISPOSITION OF SUPERVISOR:

_____ _____
SIGNATURE OF SUPERVISOR DATE

GRIEVANCE FORM (CONTINUED)

STEP TWO
(SUPERINTENDENT)

SIGNATURE OF AGGRIEVED _____ DATE _____

SIGNATURE OF ASSOCIATION PRESIDENT _____ DATE _____

DISPOSITION BY SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT _____ DATE _____

STEP THREE
(BOARD)

SIGNATURE OF AGGRIEVED _____ DATE _____

SIGNATURE OF ASSOCIATION PRESIDENT _____ DATE _____

DISPOSITION BY BOARD:

SIGNATURE OF BOARD _____ DATE _____

GRIEVANCE FORM (CONTINUED)

STEP FOUR
(ARBITRATION)

POSITION OF AGGRIEVED AND/OR ASSOCIATION:

_____ _____

SIGNATURE OF AGGRIEVED DATE

_____ _____

SIGNATURE OF ASSOCIATION PRESIDENT DATE

NAME _____
DATE _____

APPLICATION FOR PARTICIPATION
IN THE
SICK LEAVE BANK

It is my desire to participate in the Sick Leave Bank in accordance with the Negotiated Agreement. I understand that to be eligible to participate in the Sick Leave Bank that I must contribute at least two (2) days of my accumulated sick leave to the Sick Leave Bank.

I have read and understand all provisions of the Sick Leave Bank article and I agree to abide by all provisions in their entirety.

I hereby authorize the treasurer of the Highland Local School District to transfer _____ day(s) of my accumulated sick leave to the Sick Leave Bank.

Signature _____
(Teacher)

Date _____

****

TREASURER'S AUTHORIZATION

As of this date, _____, a teacher in the Highland Local School District has accrued a total of _____ sick leave days.

At the signed request of the aforementioned teacher, I have transferred _____ days of his/her accrued sick leave to the Sick Leave Bank.

The total remaining accrued sick leave for the _____ school year is now _____ days.

Signature _____
(Treasurer/or designee)

Date _____

Appendix D-2

NAME _____

DATE _____

APPLICATION FOR BENEFITS
OF THE
SICK LEAVE BANK PROGRAM

I hereby request that the Sick Leave Bank Committee authorize my use of up to 20% of emergency sick leave from the Sick Leave Bank.

I have read and understand all provisions of the Teacher Emergency Security Program article and I agree to abide by all provisions in their entirety.

Signature _____
(Teacher or Representative)

Date _____

****

RESPONSE OF THE SICK LEAVE BANK COMMITTEE

After reviewing the information and documents relating to the extended illness of the applicant, the Sick Leave Bank Committee has:

_____ Approved the use of Sick Leave Bank days. *

_____ Denied the use of Sick Leave Bank days.

*The Sick Leave Bank Committee hereby authorizes _____

to use _____ days of the Sick Leave Bank.

Highland Local School District

Request for Course Approval Form

Guidelines are printed on the reverse side of this form.

Name: _____ Date: _____

I plan to take the following course(s) at _____
(College or University)

	Course Name	Course #	Hours of Credit	Tuition Cost
1.				
2.				
3.				
4.				

These will be taken during the _____ term.

Action by the Superintendent

Approved _____ Disapproved _____

Reason for Disapproval: _____

Date: _____ Signature: _____

Transcripts Received

Date: _____ Received By: _____

Action by Treasurer

Completed Form Received: _____ _____ hours x _____ = _____

Amount Approved for Payment: _____ Warrant No.: _____

Date: _____ Signature: _____

Revised 7-19-10

ADDITIONAL COLLEGE TRAINING

A. Tuition Reimbursement

1. The Board agrees to budget $40,000.00 for additional college training.

2. If the requests for this benefit exceed the total dollars allotted, the reimbursement per semester/quarter hour will be determined by dividing the total dollars allotted by the number of semester/quarter hours approved. Any remaining money will be redistributed using the same formula until all monies are exhausted.

3. The teacher must be employed for the school year in which the payment is made.

4. The teacher is responsible for ensuring that transcripts are delivered to the superintendent's office no later than September 30 for courses taken during the previous 12 months. The teacher must receive a grade of "B" or better or pass a pass/fail course to participate in this program.

5. The course(s) taken must be provided by an institution approved by the Ohio Board of Regents and/or the Ohio Department of Education, and shall be approved by the local superintendent prior to the start of the course. The form attached hereto as Appendix E shall be used to apply for the approval. Teachers shall show evidence of accreditation when taking courses from online or unfamiliar institution. Teachers should apply and file the completed form with the superintendent as soon as possible. The superintendent must be notified immediately of any course changes.

6. The teacher shall be reimbursed under the following procedure:

   Following the prior approval procedures on the official form and within the limits stated above, and upon filing of a grade slip or transcript to verify completed course work, compensation will be made through the treasurer's office as a stipend payment, in a separate check, on or before October 30.

7. Teachers will not be reimbursed for more than 16 quarter hours/12 semester hours in any year unless any portion of the 16 quarter hours/12 semester hours were taken during the summer recess and the maximum dollar amount in #1 above is not used. The superintendent may approve additional hours of course work during the school year. Such approval shall be made in writing.

8. At the time of reimbursement, the teacher must be on the active payroll of the Highland Local School District and remain so for the ensuing school year.

9. The reimbursement shall, at no point, be more than the actual cost of the course. The hourly tuition rate shall be indicated on the application form prior to submission to the superintendent.

B. Training for "Highly Qualified" Status

Notwithstanding Section A above, the Board shall pay the total cost of training for teachers under the following circumstances:

1. A special education teacher who is required by the Board to achieve "highly qualified" status; or

2. A teacher who previously held "highly qualified" status but who is transferred to a new position for which s/he is not "highly qualified."

3. The "highly qualified" reimbursement portion shall not exceed $500.00 per teacher in any given school year and does not include initial certification courses.

C. The Board will provide $150 to each teacher in each of the years of this contract toward professional development. Should the teacher take any such course on a school day, $75 would be used for the substitute and the remainder for the cost of the course/professional development activity. Any such program taken on a non-workday would result in the entire $150 being available for the course. The teacher must provide proof of attendance/completion.

HIGHLAND LOCAL SCHOOLS
Ohio Teacher Evaluation System Performance Rubric