

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Revere Local School District Board of Education (hereinafter referred to as "Board") and the Revere Education Association (hereinafter referred to as "Association") by authorized representatives of these parties on the date indicated at the end of this document.

WHEREAS, the Board and the Association were parties to a Collective Bargaining Agreement effective from August 1, 2008 through July 21, 2011; and

WHEREAS, the Board and the Association entered into a Memorandum of Understanding in July, 2010 extending the Collective Bargaining Agreement through July 31, 2012; and

WHEREAS, a dispute has arisen between the Board and the Association concerning the Board's implementation of a successor collective bargaining agreement by operation of law pursuant to Ohio Revised Code §4117.10(B) at its July 12, 2011 Board Meeting; and

WHEREAS, on or about August 3, 2011, the Association filed a grievance challenging the Board's unilateral implementation of a successor Collective Bargaining Agreement; and

WHEREAS, the grievance has been processed to arbitration, is scheduled for arbitration on June 14, 2012 and is identified as American Arbitration Association Case No. 53 390 00106 12; and

WHEREAS, on October 7, 2011, the Association also filed an Unfair Labor Practice Charge (SERB Case No. 2011-ULP-10-0257) challenging the Board's action taken on July 12, 2011 concerning a successor collective bargaining agreement; and

WHEREAS, the Board and the Association have reached an agreement for a new Collective Bargaining Agreement and for resolving the Grievance and the Unfair Labor Practice Charge; and

NOW THEREFORE, the Board and the Association in consideration of and for the mutual promises and covenants contained herein agree to the following:

1) The new Collective Bargaining Agreement shall have a term from July 1, 2012 through June 30, 2015.

2) The language of the Collective Bargaining Agreement in effect during the 2010-2011 school year shall continue in the new Collective Bargaining Agreement unless changed by or in conflict with the new terms agreed upon by the parties as part of this Settlement Agreement.

3) The new terms for the Collective Bargaining Agreement as agreed upon by the Board and the Association are set forth in Exhibit A attached hereto and incorporated herein.

4) The parties will produce a final draft of the Collective Bargaining Agreement, effective from July 1, 2012 through June 30, 2015, by incorporating the agreement set forth in Exhibit A into the Collective Bargaining Agreement in effect during the 2010-2011 school year.

5) Upon the execution of this Settlement Agreement, the Association will notify the American Arbitration Association that the dispute between the parties has been settled and that the Association is withdrawing its grievance in American Arbitration Association Case No. 53 390 00106 12.

6) Upon the execution of this Settlement Agreement, the Association will file its Motion to Withdraw the Unfair Labor Practice Charge in SERB Case No. 2011-ULP-10-0257.

7) The Board and the Association acknowledge that this Settlement Agreement involves the resolution of a dispute between the parties and that neither party makes any admission relating to the actions taken by the other party through and by the execution of this Settlement Agreement.

8) It is understood and agreed that this Settlement Agreement is entered into by the parties solely to settle this dispute and that this Settlement Agreement will not be used as precedent in any subsequent matters. This Agreement shall not be used in evidence, referred to, or otherwise introduced in any proceedings, except for the purpose of enforcing the terms and conditions of this Agreement.

9) The Board and the Association agree that this Settlement Agreement contains the entire agreement between the parties as to the matters set forth herein. There are no other understandings or agreements between the parties in relation thereto, oral or otherwise, except as expressly set forth herein.

10) By entering into this Settlement Agreement, the Board and the Association represent that they have completely read all terms of this Settlement Agreement, that they fully understand the terms of this Settlement Agreement, and that they have capacity and/or authority to enter into this Settlement Agreement.

11) The Board and the Association affirm that the terms stated above are the only consideration for signing this Settlement Agreement; that no other promises or agreements of any kind have been made to cause them to execute this Settlement Agreement; that they fully understand the meaning and intent of this Settlement Agreement, including, but not limited to, its final and binding effect; and that they have executed this Settlement Agreement freely and voluntarily, after the opportunity for explanation, review and approval by their legal counsel.

FOR THE BOARD:

Superintendent

Date: _____

FOR THE ASSOCIATION:

Association President

Date: _____

EXHIBIT A

1. The base salary (BA Step 0) for the 2012-2013 school year shall be thirty eight thousand two hundred three dollars (\$38,203.00) with no Longevity/Experience step movement. In lieu of not granting Longevity/Experience step movement for the 2012-2013 school year, the Board shall provide a one-time one thousand dollar (\$1,000.00) payment to certificated bargaining unit members, and a one-time seven hundred dollar (\$700.00) payment to support staff bargaining unit members. The above payments shall be payable in four (4) equal installments during the months of October, 2012, December, 2012, March, 2013, and June, 2013 and shall be separate from regular payroll.
2. Bargaining unit members eligible for Educational Attainment movement shall be granted such movement for the 2012-2013, 2013-2014, and 2014-2015 school years in accordance with Article 12.01(B.) of the Master Agreement.
3. For the 2013-2014 school year, bargaining unit members will be credited with one (1) year of service for salary schedule placement. For the 2014-2015 school year, bargaining unit members will be credited with one (1) year of service for salary schedule placement.
4. Article 14 of the Master Agreement shall be modified to reflect the new terms related to the new healthcare program (see attached). Furthermore, the parties agree that if the new healthcare program no longer provides the ability for bargaining unit members to earn credits to buy down the deductibles as provided July 1, 2012 (i.e., the program is discontinued), the employee premium share and deductibles will return to the 2011-2012 levels.
5. Article 5 of the Master Agreement shall be modified to reflect the new terms of the Parties related to Reduction in Force (see attached).
6. Article 7 of the Master Agreement shall be modified to reflect the new terms of the Parties related to Teacher Evaluation (see attached).
7. Current REA Grievance #11-12-1 (Tuition Free) will be placed in abeyance with an accelerated arbitration resolution, if needed.

ARTICLE 14. INSURANCE SHALL BE AMENDED TO INCLUDE/REPLACE THE FOLLOWING

Beginning with the 2012/2013 contract year, the district's existing voluntary wellness program will be expanded. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The district's objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program will include the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application and shall be determined by the District) confidential employee information in these initial five (5) key wellness categories:
 - Non-smoker or participation in a smoking cessation program
 - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
 - Body Mass Index (BMI)
 - Blood Pressure (BP)
 - Waist Circumference/Body Composition Risk

Furthermore, the following modifications shall be effective January 1, 2013:

- The Plan's network deductible shall be \$700/single and \$1,400 family. Wellness participants will earn credits as stated below.
 - The Plan's non-network deductible shall be \$900/single and \$1,800/family. Wellness participants will earn credits as state below.
- (2) Effective January 1, 2013, employees who voluntarily participated in the 2012 onsite biometric screening or physician directed preventive exam earn health credits applicable to the 2013 calendar year. The value of health credits in the 2013 calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician directed preventive exam. Single enrollees shall earn a health credit of \$500 against their calendar year deductible. Family enrollees shall earn a health credit of \$1000 against their deductible. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2013 calendar year
 - (3) Effective January 1, 2014, employees who voluntarily participated in the 2013 onsite biometric screening or physician directed preventive exam will have the opportunity to earn enhanced health credits. The value of health credits in the 2014 calendar year will be based on five key biometric components. Each component shall be equal to a credit value of \$100 for single enrollees or \$200 for family enrollees. In no event will the total value of credits exceed \$500 for

a single enrollee or \$1000 for a family enrollee. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2014 calendar year.

Beginning in 2014 and applicable for each subsequent calendar year, credits shall be issued subject to the terms and conditions outlined herein, credits shall be provided on the following basis:

- Participation in the immediately preceding period's (i.e., fall 2013 for 2014) onsite biometrics initiative or physician directed preventive exam shall be worth \$100/single or \$200/family.
- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$100/single or \$200/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over the prior year's blood pressure provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.

- (4) For each year after 2014, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year. The application of credits and operation of the program will remain as outlined for the 2014 calendar year. Modifications to the existing benefit program

Modifications to the Plan

It is the intent of the parties that modifications to the plan are issued in conjunction with the bargaining unit's ability to earn deductible credits as stated above.

The Summary of Benefits effective July 1, 2008 shall be modified in compliance with the carrier's standard modification procedure to include the following effective July 1, 2012:

- The plan outlined Preventive care examinations, as outlined by the United States Preventive Services Task Force (USPSTF), shall be covered at 100% without any cost sharing when performed by a PPO network provider.
- Generic medications shall be covered for a \$5 copayment at the retail level for a 30 day supply and \$10 copayment through mail-order for a 90 day supply.

Modifications to the existing premium sharing structure

Effective July 1, 2012, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 7% of the total premium expense

SSP

- 3.5% of the total premium expense

Effective July 1, 2013, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 8.5% of the total premium expense

SSP

- 4.75% of the total premium expense

Effective July 1, 2014, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 10% of the total premium expense

SSP

- 6% of the total premium expense

Note: Maximum out of pocket is changed based on change in deductibles

REDUCTION IN FORCE

During the 2012-2013 and the 2013-2014 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force. As such, the provisions of Article 5 shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2012-2013 and 2013-2014 school years.

TEACHER EVALUATION

During the 2012-2013 school year, the Teacher Appraisal procedure contained in Article 7 shall be the procedure used to evaluate members of the bargaining unit.

During the 2012-2013 school year, a co-facilitated committee shall meet regularly to develop a comprehensive evaluation procedure to be applied to members of the REA bargaining unit and consistent with the provisions of Section 3319.112, Ohio Revised Code. The committee shall be comprised of an equal number of bargaining unit members and Revere administrative employees. The bargaining unit members shall be appointed by the REA President, and the administrative employees shall be appointed by the Superintendent. The total number of committee members shall not exceed eight (8).

The co-facilitated committee shall present the product of its efforts to the REA President and Superintendent on or before March 1, 2013. The REA and Board shall then negotiate the inclusion of a pilot evaluation procedure based on the recommendations of the co-facilitated committee for initial implementation during the 2013-2014 school year. This new evaluation policy will be presented for approval and ratification to the Board and the REA membership no later than June 1, 2013. The parties agree that during the 2013-2014 school year, the REA and Administration will meet quarterly in order to review, assess and, if necessary, refine the evaluation procedure as mutually agreed.