



02-13-2018
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17-MED-03-0382
K36581

CONTRACT BETWEEN

THE HILLSDALE LOCAL BOARD OF EDUCATION

AND

THE HILLSDALE EDUCATION ASSOCIATION

July 1, 2017 - June 30, 2020

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ARTICLE I – RECOGNITION

A. Recognition Statements

1. The Association

The Hillsdale Local Board of Education, hereinafter called the "Board," hereby recognizes the Hillsdale Education Association ("HEA"), an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code ("ORC").

2. The Board

The Board is recognized as the locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.

The Association agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the district shall remain exclusively those of the Board unless specifically limited or modified by an express provision or term of this contract, or as provided by Chapter 4117 of the Ohio Revised Code.

3. The Superintendent

The Superintendent is recognized as the executive officer of the school district and the chief advisor of the Board. The Superintendent and his administrative staff have the responsibility of carrying out the Board established policies, the terms of this contract, and the applicable laws of Ohio and the United States.

4. The Instructional Staff

The instructional staff is recognized as having the ultimate responsibility of providing the best possible educational opportunity for the children enrolled in the school district.

B. Bargaining Unit Defined

1. The bargaining unit shall include all teachers and L.D. tutor(s), (hereinafter the member or members) including those teachers who are on an approved leave of absence or in a layoff status, except for the following:

- a. Management level employees.
- b. Supervisors.

- c. Seasonal and casual employees.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations and Timeline for the Bargaining Process

1. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association.
2. The collective bargaining process shall commence no more than one hundred five (105) nor less than sixty (60) days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within fifteen (15) days of the date that the initiating notice was served.

B. Directing Requests

All requests for negotiation meetings shall be made in writing. The written request for professional negotiations shall include:

1. Date of writing
2. Statement of purpose for meeting
3. Name, address, and phone number of the person to be contacted representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include:

1. Date of writing
2. Recognition of request for a professional negotiations meeting
3. Time, place, and date of a mutually agreeable initial negotiations meeting.

C. Representation

1. Representation at negotiation meetings shall be limited to three (3) designated representatives of the Board and three (3) designated representatives of the Association. Each party shall designate a chief negotiator who shall have authority to speak for his/her party, and who

shall be in attendance at all negotiating meetings unless notification is given to the chief negotiator of the other party at the earliest possible time. Representation shall be at the discretion of the appointing party.

2. Each party may have two (2) observers who may also function as consultants.
3. Assistance and study committees
 - a. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
 - b. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

D. Scope of Bargaining

The scope of bargaining shall be in accordance with ORC 4117. Negotiable matters shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

E. The Negotiations Meeting Period

1. The first negotiations session shall be held within fifteen (15) days of the date listed on the initial request for negotiations.
 - a. At the initial meeting the parties shall submit in writing their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto. During the initial and subsequent meetings, the Board's representative(s) and the Association's representative(s) shall present relevant data, exchange points of view, and make proposals and counterproposals.

Upon reasonable request, the Superintendent and/or the Treasurer of the Board shall make all pertinent records and information available for study by the Association.
 - b. Proposals shall specify in form and detail that to which agreement is sought in terms acceptable to the proponent without clarification and supplementation which if agreed to by the other party shall express the full agreement between the parties with respect thereto.
2. Negotiation meetings shall be in executive session.
3. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiation team and set aside.

4. Summary records of each negotiations session may be kept by either party. It will be the responsibility of each party to make arrangements for such record keeping as it may deem necessary.
5. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see number 3) has been followed. A recess shall be for no more than seventy-two (72) hours unless extended by mutual consent.
6. Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.
7. Prior to and during negotiations, the Board agrees to provide to the Association upon written request and within a reasonable time period essential information concerning the financial resources of the school district and such other information as may assist the Association in developing intelligent and accurate proposals.
8. The negotiations bargaining teams shall meet for the purpose of participating in "good faith" negotiations.
9. While negotiations are in process, news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing, and each team shall approve and sign a copy of the statement prior to release. No oral interpretation or communications of any kind will be given to the news media prior to a declaration of impasse by either party.
10. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.
11. During a negotiations session, items on the agenda may be tabled or temporarily set aside if both teams agree. These tabled items shall receive first consideration at the next scheduled negotiations session.
12. Members of the respective negotiations team have the power and authority to negotiate, that is, to make proposals, consider proposals, and make concessions in the course of discussion(s).
13. During the course of the negotiations meeting, joint study committees may be created by mutual consent of the negotiations teams. Members of the study committee will be determined by members of the negotiations teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings.

F. Agreement

Final agreement reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Association to the membership for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for adoption or rejection. The Board must make said adoption or rejection within fifteen (15) calendar days of the date of member ratification.

Copies of this agreement shall be printed and available to the Association President within thirty (30) days of the adoption of a new agreement and/or modification(s) of the existing agreement. Copies for each bargaining unit member plus twenty (20) extra copies shall be produced. The cost of duplicating such copies shall be shared equally by the Board and the Association.

If the agreement is ratified by the Association and adopted by the Board, it shall be noted in the minutes of the Board and shall become a part of the contract between the Board and the Association. Said contract shall be signed by a representative(s) of each party.

G. Dispute Resolution

1. The parties pledge themselves to negotiate in "good faith" and in the event agreement is not reached to utilize in "good faith" such mediatory procedures as are provided herein.

2. Impasse

The following impasse procedure shall be used by the parties. Either step (advisory arbitration or mediation) may be used individually or jointly as the parties mutually agree.

a. Arbitration

1) If in the course of negotiations either or both of the parties determines that an impasse exists (persistent disagreement) on items not tentatively agreed upon, then impasse shall be declared on those items and the arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS) and such rules shall likewise govern the hearing proceeding(s).

2) A declaration of impasse shall be in writing and shall be delivered to the Superintendent of schools if the impasse is initiated by the Association. The written declaration of impasse shall be delivered to the President of the Association if initiated by the Board. Within five (5) school days, or seven (7) calendar days if during the summer recess, of the declaration of impasse, a joint request will be made to the

Federal Mediation and Conciliation Service (FMCS) for an arbitrator.

- 3) The arbitrator shall arrange to hold necessary hearings for the purpose of hearing the positions of both parties on items at impasse.
- 4) Following such hearing, the arbitrator will make a recommendation for settlement in writing to the bargaining teams. The teams may meet at least once to review and clarify the recommendation if both teams agree that a meeting is necessary.
- 5) Within ten (10) days of the meeting(s) referred to in number 4 above or receipt of the recommendation if no meetings are scheduled, the recommendation of the arbitrator shall be submitted to the Association membership for acceptance or rejection. If the recommendation is accepted, said recommendation shall be added to the package of previously agreed to items (tentative) and this total package shall be accepted or rejected by the Association membership. The Treasurer shall be notified of the results of the aforementioned meeting within forty-eight (48) hours.
- 6) If the Association has ratified both the arbitrator's recommendation and the total package, the Board shall meet in regular session or special session within ten (10) days after formal notification to adopt or reject the arbitrator's recommendation and the total negotiations package in accordance with the following procedures:
 - a) The Board shall first accept or reject the arbitrator's recommendation.
 - b) If the arbitrator's recommendation is accepted, the Board shall then accept or reject the total negotiations package (previously agreed to tentative agreements plus arbitrator's recommendation).
- 7) If the Association fails to ratify or the Board fails to adopt the results of negotiations, the arbitrator's report may be made public.
- 8) The arbitrator's recommendation shall be advisory and not binding.
- 9) Costs and expenses which may be incurred in securing and utilizing the services of the arbitrator shall be shared equally by the Board and the Association.

b. Mediation

The Board and the Association may mutually agree, at any time after impasse occurs, to formally request that the Federal Mediation and Conciliation Service (FMCS) intervene and appoint a mediator, in accordance with its rules, to assist the parties until such dispute is resolved.

3. In the event the parties are unable to reach agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code.

H. General Provisions

1. Individual and Organizational Rights

- a. Fair Practice Clause -- The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.
- b. The Board reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or member in terms of wages, hours, or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, and/or Association activity.
- c. The patterns, practices, and procedures of the Hillsdale Local School District shall apply uniformly to members except as may be provided for in this Agreement.
- d. Individuals have the right to join or not to join any organization for their professional or economic improvement.
- e. The Association shall admit to membership all members in accordance with the Constitution and Bylaws of the Hillsdale Education Association.
- f. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

2. Definitions

Sole and Exclusive Representative - The exclusive representatives granted such status, shall be recognized by the Board as the official voice of all members. The exclusive representative shall represent members regardless of their race, color, creed, national origin, sex, age, or marital status.

Management Level Employees - "Management Level Employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration. Assistant superintendents, principals, and assistant principals whose employment is governed by Section 3319.02 of the Revised Code, are management level employees.

Supervisor - "Supervisor" means any individual who has authority, in the interest of the Board, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline members; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Teacher - "Teacher" means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisors, superintendents, or in any other educational position for which the State Board of Education requires certification including persons having a certificate issued pursuant to Sections 3319.22 to 3319.31, inclusive, of the Revised Code and employed in an educational position, as determined by the State Board of Education, under program provided for by federal acts or regulations and financed in whole or in part from federal funds, but for which no certification requirements for the position can be made under the provisions of such federal acts or regulations.

Teacher as Supervisor or Management Level Employee

- a. No teacher as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor or a management level employee unless he/she is employed under a contract governed by Sections 3319.01, 3319.011, or 3319.02 of the Revised Code and assigned to a position for which a certificate is required by Divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code or is a supervisor certified under Division (I) of Section 3319.22 of the Revised Code.
- b. Members who are department chairpersons or consulting teachers shall not be deemed supervisors.

Negotiations - To confer, discuss, propose, consider, make concessions, and counterproposals in "good faith" and in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in "good faith." Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

Negotiations Session - The actual conferring of the representatives of the Board and the Association.

Executive Session - A meeting with admittance to be limited to the participants calling the meeting or the provisions for such a session as provided for in this negotiations procedure.

Recess - The period of time between negotiations sessions once the negotiations meeting period has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours unless mutually agreed by both negotiations teams.

Caucus - A limited break in the negotiations session of not more than thirty (30) minutes unless a longer time period is mutually agreed to.

Day - A calendar day.

Good Faith - "Good faith" implies an honest attempt to reach accord. "Good faith" requires response and reason. "Good faith" demands the power at the table to make decisions and commitments which both teams have every reason to believe will be supported by the parties represented.

News Release - A report on the status of negotiations, given directly to public news media personnel, i.e., the newspaper, radio, or television news bureaus.

Progress Report - Reports made to the Board or the Association while negotiations are in process.

Ad Hoc Study Committee (Joint Study Committee) - A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiations teams in coming to a mutual agreement. The responsibility of such a study committee shall be determined by the negotiations teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation or compliance to members of the negotiations teams.

Advisory Panel - A panel of three (3) persons, one representative of the Board, one representative of the Association, and one person selected by the previously stated two persons, none of whom are to be members of the Board or employees of the Board.

The purpose of the advisory panel is to study the negotiations proceedings leading to an impasse. The findings of the advisory panel are advisory only but should be given fullest consideration by the members of the parties involved.

Impasse - Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations team is taking place and agreement is not reached.

3. Amendment Procedure - This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article II, Parts F and G.

ARTICLE III - SEVERABILITY

The provisions of this contract supersede and prevail over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), and all policies, rules, and regulations of the Board. However, should any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days for the purpose of renegotiating only the specific provision(s) held to be contrary to law utilizing the provisions of Article II, Section F when agreement is reached and Section G when agreement is not reached within ten (10) days.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.
2. A grievant shall mean a member, a group of members, or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
3. A "party of interest" is the member(s) or the Association making the claim and any member who might be required to take action against or against whom action might be taken in order to resolve the claim.
4. The reference to "days" in this article shall be considered school days.

B. Procedure

1. Informal

Any member having a grievance shall first discuss such grievance with his/her building principal. Discussion must occur within twenty-five (25) days of the act or condition which is the basis for the grievance. If the grievance is not resolved to the satisfaction of the grievant, he/she may proceed to the formal procedure.

2. Formal

Step One: If the discussion (informal) does not resolve the grievance to the satisfaction of the member, such member shall have the right to lodge a written grievance with such member's building principal within five (5) days of the conclusion of the informal discussion(s). The written grievance shall be on a standard form supplied by the Board or the Association and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted, or misapplied.

A copy of such grievance shall be filed with the Superintendent and the President of the Association. The member shall have a right to request a hearing before the building principal. Such a hearing shall be conducted within five (5) days after receipt of such request. The aggrieved member shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.

The building principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the member, the Superintendent, and the President of the Association.

Step Two: If the action taken by the building principal does not resolve the grievance to the satisfaction of the member, such member may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed an acceptance of the principal's action. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The aggrieved member shall have the right to be represented at such hearing by counsel or by a representative of his/her member organization.

The Superintendent shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the

member, the building principal, and the President of the Association.

Step Three -- School Board: In the event the aggrieved member is not satisfied with the disposition of his/her grievance at Step Two, or in the event no decision has been rendered within five (5) days following the hearing with the Superintendent or his/her designee, he/she may file the grievance in writing with the President of the Association within three (3) days after the decision or lack of decision by the Superintendent or his/her designated representative. Within three (3) days after receipt of the written grievance, the President of the Association shall refer it to the Treasurer of the Board.

Within ten (10) days after receipt of the written grievance, the Board shall either (1) meet with the aggrieved member with the objective of solving the grievance or (2) appoint a third party to hear the grievance on behalf of the Board. If a third party is to be utilized, such appointed individual shall not be an employee of the Board, shall have reasonable expertise in the processing of grievances and contract interpretation, shall follow the timelines as set forth in this section, and shall make recommendations to the Board that would be intended to resolve the grievance situation. The cost of such third party would be paid by the Board.

The hearing shall be held in executive session at the request of either party. The Board will render its decision and reasons therefore in writing five (5) days following the hearing. The action taken shall be sent to the member, the Superintendent, and the President of the Association.

Step Four -- Arbitration: If the grievant is not satisfied with the disposition of the grievance by the Board at Step Three, the grievant may request a hearing before an arbitrator by completing Grievance Report form, Step Four. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance in Step Three. The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Treasurer of the Board.

Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the Federal Mediation and Conciliation Service (FMCS) to provide an arbitrator in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall limit his/her decision to the application cited in the grievance. The arbitrator will render a decision as soon as possible after the hearing and such decision will be binding on the parties. The cost of the arbitrator and costs related to obtaining adequate facilities for the hearing, i.e., room rental and other equipment necessary for the holding of the hearing, shall be shared equally by grievant and the Board. Costs of transcripts of the hearing (if any) shall be paid by the requesting party or shared equally by the parties when such transcript is to be available to both the grievant and the Board.

C. Rights of the Member to Representation

No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the grievance procedure by reason of such participation.

Any party of interest may be represented at any or all stages of the grievance procedure by a person of his/her own choosing from the bargaining unit, the Association, a representative of the Association, or of the legal profession. A member may not choose to be represented by a members' organization other than a representative of the Association.

When a member chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the Treasurer of the Board and the President of the Association (see Appendix B). In all cases, the Association President shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Contract.

D. Power of the Arbitrator

1. The arbitrator shall:

- a. Be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of specific articles, sections, or provisions of this Agreement.
- b. Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- c. Have no power to decide any question, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.

E. Miscellaneous

1. If, in the judgment of the Association Executive Committee, a grievance affects a group or class of members, is an Association grievance, or if the principal is without authority to resolve the grievance, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall begin at Step Two. The Committee may process such a grievance through all steps of the grievance procedure even though the aggrieved member(s) does not wish to do so.

2. Decisions rendered at all steps of the grievance procedure shall be in writing setting forth the decisions and the reasons. This material shall be promptly transmitted to all parties of interest including the Association President.
3. If the aggrieved does not follow the time limits as specified in the grievance procedure, the grievance is deemed waived. If the party to whom the grievance is submitted does not follow time limits as specified in the grievance procedure, the aggrieved party has the right to proceed to the next step.
4. Any step of the grievance procedure may be waived by agreement of both parties and the grievance shall immediately proceed to the next step.

ARTICLE V - SALARY AND FRINGE BENEFITS

A. Regular Salary

1.
 - a. Effective July 1, 2017, the base salary shall be thirty-five thousand five hundred twenty-five dollars (\$35,525) or the state minimum base salary, whichever is greater.
 - b. The above indicated base salary amount shall be applied to the index found in Part 5 of this Section.
 - c. Effective for the 2018-2019 contract year, a 2% stipend will be paid in the first pay in November.
 - d. Effective for the 2019-2020 contract year, a 2% stipend will be paid in the first pay in November.

2. Payment of Salary

- a. The annual salary of each member shall be paid by direct deposit in twenty-six (26)/twenty-seven (27) equal installments.
- b. Paydays will occur every other Friday. The first installment shall occur no later than the second Friday of the member's contract year.

3. Deadline Notification

The Superintendent, Treasurer and Association President will jointly issue a list of contractual deadline dates twice a year, once at the beginning of the school year and once prior to the beginning of the second semester. The deadline items may include, but are not limited to, the following contractual deadlines:

- a. movement on salary schedule
- b. tuition reimbursement

- c. inclusion on the insurance plan
- d. insurance waiver
- e. attendance incentive
- f. severance pay
- g. leaves of absence (return)
- h. Section 125 enrollment

This list is for informational purposes only. Bargaining unit members are ultimately responsible for submitting required forms and documents on time.

4. Timelines for Payments to Members

The Treasurer shall provide payments of monies due to members within forty-five (45) calendar days of the deadline for the submission of paperwork. These shall include, but are not limited to:

- a. tuition reimbursement
- b. insurance waivers
- c. attendance incentives
- d. severance pay

5. Regular Salary Schedule and Index

a. Salary Schedule Index – Effective July 1, 2017 – June 30, 2020

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
STEP 0	1.00000	1.03000	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989
STEP 1	1.03000	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677
STEP 2	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477
STEP 3	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391
STEP 4	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423
STEP 5	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577
STEP 6	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854
STEP 7	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260
STEP 8	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797
STEP 9	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471
STEP 10	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286
STEP 11	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243
STEP 12	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351
STEP 13	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611
STEP 15	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029
STEP 18	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611
STEP 21	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360
STEP 24	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280
STEP 27	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377
STEP 30	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377	2.15660
STEP 33	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377	2.15660	2.22130

b. Salary Schedule – Effective July 1, 2017 – June 30, 2020

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
Step 0	35,525	36,591	37,689	38,819	39,984	41,184	42,419	43,692
Step 1	36,591	37,689	38,819	39,984	41,184	42,419	43,692	45,002
Step 2	37,689	38,819	39,984	41,184	42,419	43,692	45,002	46,352
Step 3	38,819	39,984	41,184	42,419	43,692	45,002	46,352	47,742
Step 4	39,984	41,184	42,419	43,692	45,002	46,352	47,742	49,175
Step 5	41,184	42,419	43,692	45,002	46,352	47,742	49,175	50,650
Step 6	42,419	43,692	45,002	46,352	47,742	49,175	50,650	52,170
Step 7	43,692	45,002	46,352	47,742	49,175	50,650	52,170	53,735
Step 8	45,002	46,352	47,742	49,175	50,650	52,170	53,735	55,347
Step 9	46,352	47,742	49,175	50,650	52,170	53,735	55,347	57,007
Step 10	47,742	49,175	50,650	52,170	53,735	55,347	57,007	58,718
Step 11	49,175	50,650	52,170	53,735	55,347	57,007	58,718	60,479
Step 12	50,650	52,170	53,735	55,347	57,007	58,718	60,479	62,293
Step 13	52,170	53,735	55,347	57,007	58,718	60,479	62,293	64,162
Step 15	53,735	55,347	57,007	58,718	60,479	62,293	64,162	66,087
Step 18	55,347	57,007	58,718	60,479	62,293	64,162	66,087	68,070
Step 21	57,007	58,718	60,479	62,293	64,162	66,087	68,070	70,112
Step 24	58,718	60,479	62,293	64,162	66,087	68,070	70,112	72,215
Step 27	60,479	62,293	64,162	66,087	68,070	70,112	72,215	74,381
Step 30	62,293	64,162	66,087	68,070	70,112	72,215	74,381	76,613
Step 33	64,162	66,087	68,070	70,112	72,215	74,381	76,613	78,912

6. Severance Pay

Members of the bargaining unit, at the time of retirement from active service, with ten (10) or more years of active service in Ohio and in the District shall be paid in cash for one-fourth of the member's accrued but unused sick leave credit. Such payment shall be based on the member's daily rate of pay (including extended time and supplemental contract payments, but excluding stipends) at the time of retirement.

Payment on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time. Payment shall be made within 45 days after the effective date of retirement to the member or the members designated financial advisor annuity company. Form Appendix F must be completed and submitted, with the Salary Reduction Agreement form to the Treasurer's office at least 30 days prior to the employee's effective date of retirement.

Such payment shall be made only once to any member and the maximum payment under this policy shall be for seventy-five (75) unused sick leave days.

The above payments shall be exempt from deductions, except as provided by law.

7. Extended Time

Extended time will be paid at the member's appropriate per diem rate less any supplemental pay.

8. Placement on Salary Schedule

Hours qualifying for placement in the MA+10, MA+20, MA+30, and MA+40 columns shall be limited to only graduate hours earned after the awarding of the Master's degree, unless approval is given by the Superintendent.

Each teacher who has completed training which qualifies such teacher to move to the BA+10, BA+20, MA, MA+10, MA+20, MA+30, or MA+40 salary column may file with the District Treasurer an official certified transcript from the institution attended.

If the transcript is received on or before September 15th, the move will be effective for the entire current school year and a retroactive salary adjustment will be made if necessary.

Mid-year transcripts must be submitted on or before January 31 in order to qualify for second semester movement on the salary schedule.

All current members on such steps shall be grandfathered at such step and shall be eligible to advance from such step in accordance with this

provision.

B. Supplemental Pay Schedule

1. Any member performing duties listed in the supplemental pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.
2. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board and shall be in accordance with the provisions of the contract.
3. Members shall not be required, as a condition of employment, to accept assignment to supplemental activities unless the activity is approved by the Board as a supplemental responsibility and the member agrees to accept such responsibility.
4. Period of assignment of additional duty shall appear on the supplemental limited contract.
5. At the end of the supplemental duty period, the principal/athletic director and the coach/advisor shall have a conference to review the season/assignment. The principal/athletic director shall use the supplemental evaluation form located in the appendix of this agreement. Members holding supplemental contracts shall be evaluated during their season/assignment.
6. Percentages stated in the supplemental pay schedule are to be applied to the base salary (BA-0) of the regular member salary schedule. Annually the Treasurer shall provide every member a schedule of when supplemental contracts will be paid in either hardcopy or electronic format.
7. Compensation for all supplemental contracts shall be paid on the following schedule:
 - a. All teachers on a year-long supplemental assignment shall have their supplemental paid in equal installments from September through June.
 - b. All teachers on seasonal supplemental assignment shall have their supplemental paid in three (3) equal installments, once three weeks into the assignment competition, once at the approximate midpoint of the assignment, and once at the completion of their duties upon approval of the principal and/or athletic director.
 - c. All Drama and Musical Directors shall have their supplemental paid in two (2) equal installments, once at the midpoint of their duties, and once at the completion of their duties.

8. Supplemental Responsibilities and Classifications:

<u>A</u>		<u>E</u> (continued)
Athletic Director		Asst. Baseball Asst. Softball Asst. Boys' Track Asst. Girls' Track Asst. Girls' Soccer Asst. Boys' Soccer Asst. Volleyball Asst. Wrestling
<u>B</u>		
Head Boys' Basketball Head Football Head Girls' Basketball		
<u>C</u>		<u>F</u>
Marching Band Head Wrestling Head Softball Head Baseball Head Volleyball Head Boys' Soccer Head Girls' Soccer Head Track Coach		9th Football 9th Boys' Basketball 9th Girls' Basketball 9th Volleyball Coach Asst. Golf Ticket manager JH Faculty Manager JV & Varsity Basketball Cheerleader Advisor JV & Varsity Football and Camp Cheerleader Advisor School Annual
<u>D</u>		<u>G</u>
Boys' Golf Coach Girls' Golf Coach Asst. Boys' Basketball Asst. Girls' Basketball Assistant Football Cross Country Asst. Track Coach Asst. Varsity Coach		Assistant Marching Band Director 7 & 8 Boys' Basketball 7 & 8 Girls' Basketball 7 & 8 Wrestling 7 & 8 Football 7 & 8 Boys' Track 7 & 8 Girls' Track 7 & 8 Volleyball 7 & 8 Cheerleader Advisor Guidance Academic Team Advisor Prom Advisor Musical Director Speech and Debate Team
<u>E</u>		
Weight Trainer	Summer 31 % Fall 18% Winter 30% Spring 21%	

H

Play Director
Department Chairperson (Math, Language
Arts, Fine Arts, Science, Social Studies, Specials,
and Special Education)
Flag & Auxiliary Corp Advisor
9th Basketball Cheerleader Adv.
Senior High Student Council Adv.
Assistant Jr. High Wrestling Coach
Elementary School Technology Coordinator
Middle School Technology Coordinator
High School Technology Coordinator
Marching Band Percussion Instructor
Falcon Singers
Mock Trial Advisor
Class Advisor (Jr. & Sr.)
Asst. Musical Director
Musical Drama Director
Musical Choreographer
Team Leaders (K-3)

I

Junior High Student Council Adv.
Class Advisors (Sophomore, Freshmen)
National Honor Society Advisor
Board Approved Club Advisor
Envirothon Advisor
Power of the Pen
Junior High History Fair & Competition Days
Chess Club

J

Safety Town
(1% of base; no experience steps)
Spelling Bee Advisor
(1% of base; no experience steps)
Jets Advisor
(1% of base)
Middle School Talent Show
(1% of base)

**It is agreed that any position currently in contract is not intended to be omitted.

9. a. Supplemental Pay Scale Effective July 1, 2017 – June 30, 2020

	0	1	2	5
A	0.160 5,684	0.175 6,217	0.192 6,821	0.216 7,673
B	0.153 5,435	0.168 5,968	0.183 6,501	0.198 7,034
C	0.133 4,725	0.145 5,151	0.157 5,577	0.169 6,004
D	0.096 3,410	0.106 3,766	0.116 4,121	0.126 4,476
E	0.078 2,771	0.088 3,126	0.098 3,481	0.108 3,837
F	0.066 2,345	0.074 2,629	0.082 2,913	0.090 3,197
G	0.054 1,918	0.060 2,132	0.066 2,345	0.072 2,558
H	0.048 1,705	0.053 1,883	0.058 2,060	0.063 2,238
I	0.018 639	0.023 817	0.028 995	0.033 1,172
J	0.001 355	0.001 355	0.001 355	0.001 355

Experience is in the position listed or a similar position, i.e., boys' basketball and girls' basketball.

Curriculum Committee/revision work time that is beyond the normal member workday shall require pay at the rate of twenty dollars (\$20.00) per hour.

Members required to attend principal meetings that exceed the contractual time shall be compensated at the rate of twenty dollars (\$20.00) per hour.

Members required to do mandatory online District training of any kind beyond the regular workday shall be compensated at a rate of twenty dollars (\$20.00) per hour.

C. Fringe Benefits

1. The Board shall provide the health care benefits outlined in the Schedule of Medical Benefits (Exhibit A) contained herein by participating in the Health Benefits Program of the Jefferson Health Plan dated July 1, 2008, provided however, that insurance benefits and services provided under this collective bargaining agreement shall not be less than those to which bargaining unit members were entitled to on July 1, 2008. Any employee hired after the first day of a month shall have the option of waiving coverage under this Plan until the beginning of the following month. If the member chooses not to waive coverage, the employee shall be responsible for his/her share of the premium contributions for the initial month, being divided equally between the ensuing two (2) months.
2. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or the Jefferson Health Plan shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.
3. Usual Customary and Reasonable (UC&R) shall be computed by applying a ninety percent factor to a reasonable sampling of cases on a regional basis.
4. Health Care Benefits
 - a. Hospital/Surgical - The Board shall provide hospitalization and surgical coverage for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. Such hospital/surgical coverage shall meet or exceed the specifications of the Medical Mutual Super Med+ contract coverage that was in effect on July 1, 2008 and the specifications below. The effective date of this coverage shall be July 1, 2008. Any member hired after the first day of a month shall have the option of waiving coverage under the district's health benefits program until the beginning of the following month. If the member chooses not to waive coverage, the employee shall be responsible for his/her share of the premium contributions for the initial month, being divided equally between the ensuing two (2) months.
 - b. Major Medical - The Board shall purchase major medical coverage which meets or exceeds the specifications below and the Medical Mutual Super Med+ contract that was in effect on July 1, 2008 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of coverage shall be July 1, 2008.

SCHEDULE OF MEDICAL BENEFITS

BENEFITS	PPO	NON-PPO
PRESCRIPTION DRUG BENEFIT (through Caremark)	Plan pays 80% of the drug cost (not subject to deductible or Coinsurance Max Out-of-Pocket amount). Once a Covered Person has paid out \$1,800 in a calendar year, the Plan pays 100% of covered expenses for the balance of the calendar year.	
CALENDAR YEAR DEDUCTIBLE (no cross application between PPO and non-PPO deductibles) Per Person Per Family	\$150 \$325	\$500 \$1,000
BENEFIT PERCENTAGE PAYABLE	80%	60%
COINSURANCE MAXIMUM OUT-OF-POCKET PER CALENDAR YEAR (excluding deductible and coinsurance from the Prescription Drug Benefit). No cross application between PPO and non-PPO Coinsurance Max Out-of-Pocket amounts) Per Person Per Family	\$950 \$1,500	\$2,000 \$4,000
LIFETIME MAXIMUM BENEFIT	\$2,000,000	
INPATIENT HOSPITAL FOR MENTAL//NERV//SUBST ABUSE (maximum benefit is 45 days per lifetime)	80% after deductible	60% after deductible
<i>EMERGENCY ROOM (Emergency or Non-Emergency Care)</i>	80% after deductible	
<i>OUTPATIENT PHYSICAL THERAPY (maximums shown apply toward each other)</i>	80% after deductible to max benefit of 30 visits/cal year	60% after deductible to max benefit of 15 visits/cal year
<i>OUTPATIENT MENTAL//NERVOUS//SUBSTANCE ABUSE COMBINED (maximums shown apply toward each other)</i>	80% after deductible to max benefit of 20 visits/cal year	60% after deductible to max benefit of 15 visits/cal year
<i>ELECTIVE STERILIZATION</i>	80% after deductible	Not Covered

HOME HEALTH CARE (maximums shown apply toward each other)	80% after deductible to max benefit of 100 visits/cal year	60% after deductible to max benefit of 60 visits/cal year
SKILLED NURSING FACILITY (maximums shown apply toward each other)	80% after deductible to max benefit of 60 days/cal year	60% after deductible to max benefit of 30 days/cal year
HOSPICE (maximum benefit is 100 days per cal year)	80% after deductible	
CHIROPRACTIC SERVICES (maximums shown apply toward each other)	80% after deductible to max benefit of 15 visits/cal year	60% after deductible to max benefit of 8 visits per cal year
WELL CHILD CARE (benefits provided from birth to age 9)	80% after deductible to max benefit of \$500 from birth to age 1 and \$150/cal yr from age 1 to age 9	Not Covered
ADULT PREVENTIVE CARE (1 chest x-ray/ cal year, 1 CBC/cal year, 1 SMA-12 test/cal year, 1 EKG/cal year, 1 urinalysis/cal year, cholesterol tests, and 1 colonoscopy/cal year).	90% after deductible	Not Covered
ROUTINE MAMMOGRAMS (max 1 per calendar year)	90% after deductible	Not Covered
ROUTINE PAP SMEARS (max 1 per cal year)	90% after deductible	Not Covered

PRE-ADMISSION NOTIFICATION IS REQUIRED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS; IF NOT RECEIVED, A PENALTY OF \$500 WILL BE APPLIED TO THE HOSPITAL CONFINEMENT. POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY HOSPITAL ADMISSIONS.

- c. Dental Coverage - The Board shall purchase dental coverage which meets or exceeds the specifications below and the J. W. Didion & Associates contract that was in effect on September 1, 1988 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of coverage shall be January 1, 1989.

Specifications:

Maximum Benefits Per Person

Class I, II, or III	\$1,500 Per Person Per Year
Class IV	\$1,000 Per Person - Lifetime Maximum

Deductible - Individual	\$25 Per Calendar Year
Family	\$50 Per Calendar Year

Benefits Paid:

Class I - Preventive & Diagnostic	No Deductible; 100% of Reasonable and Customary Charges.
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Routine Oral Exams - one every six (6) months
 Teeth Cleaning - one every six (6) months
 Fluoride Treatments - once every twelve (12) months
 Emergency Pain Treatments
 Space Maintainers
 Diagnostic X-Rays
 Tests and Lab Exams

Class II - Basic Restorative (Subject to Deductible)	80% of the Reasonable and Customary Charges.
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Fillings - Amalgams, Silicate, Acrylic
 Root Canal Therapy
 Treatment of Gum Disease
 Repair of Bridgework & Dentures
 Extractions and Oral Surgery
 General Anesthesia - only if medically necessary

Class III - Major Restorative (Subject to Deductible)	80% of the Reasonable and Customary Charges.
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Inlays, Onlays, Gold Fillings, or Crown Restorations
 Initial Installation of Fixed Bridgework
 Installation of Partial or Full, Removable Dentures
 Replacement of Existing Bridgework or Dentures

Class IV - Orthodontia

No Deductible; 60% of Reasonable and Customary Charges. Lifetime Maximum Benefit of \$1,000 Per Person.

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances - not in connection with full banded treatment.

- d. Vision Service - The Board shall purchase vision care coverage which meets or exceeds the specifications shown below and the Vision Service Plan of Ohio contract that was in effect on September 1, 1988 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of this coverage shall be January 1, 1989.

Specifications:

Covered Expenses:	Benefit Period:
Examination	Once in any 12 month period.
Lenses (if required)	Once in any 12 month period.
Frames (if required)	Once in any 24 month period.
Contact Lenses - Necessary	Once in any 12 month period.
Cosmetic	Once in any 12 month period.
Maximum Benefit	Payment in full (less deductible if a Panel Doctor is used). Payment according to schedule (if a Non-Panel Doctor is used).
Deductible	\$10 for Exams, \$0 for Lenses/Frames
Contact lenses for cosmetic purposes	\$100

- 5. Life Insurance - The Board shall provide each of its instructional staff members with a term life insurance policy providing for (a) a death benefit of seventy thousand dollars (\$70,000.00) and (b) an additional benefit of seventy thousand dollars (\$70,000.00) based upon accidental death and dismemberment coverage.
- 6. The Board shall pay ninety-five percent (95%) of the individual premium and any increases thereof for the individual premium or ninety percent (90%) of the family premium and any increases thereof for the family premium, whichever the member elects for the coverages identified in Parts 4 (a) (b) (c) and (d) above. Payroll deductions for health insurance coverage shall be made in equal installments twice a month. Two (2) employees who are married to each other shall receive one (1) family plan at no cost to the employees. The dental (Part 4 [c]) and vision (Part 4 [d]) will be based upon

a composite premium rate. Life insurance (Part 5) will be provided by the Board at no cost to the member. Effective July 1, 1998 new employees employed less than full-time shall pay a percentage of insurance premium prorated in relation to hours of employment. Current part-time employees shall not be affected by said change in benefits. In addition, current part-time employees who are reemployed by the Board in subsequent, consecutive years shall continue to maintain full coverage.

7. General Provisions

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this Contract. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description prepared by the carrier, of each insurance plan provided by this Contract.

c. Benefit Description for New Members

A member employed after the effective date of this Contract shall be provided at the time of employment with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

8. Medical Coverage Waiver

Bargaining unit members may elect not to be covered under the Hospitalization/Major Medical Insurance Plan. In consideration of their waiver of this coverage employees who have had or are eligible to have single coverage shall receive a \$300 bonus and employees who have had or are eligible to have family coverage shall receive a \$500 bonus subject to the following provisions:

a. The Employee must waive his/her right to coverage in writing to the

Treasurer by August 31 of each year;

- b. Coverage must be waived for the period September 1-August 31 of each year, except as provided in section e below;
- c. The employee must provide proof of other coverage that is not from the Insurance Marketplace Exchange.
- d. Spouses employed by the district are not eligible for this benefit;
- e. Unexpected changes in status will be granted and employees may elect participation at the beginning of the next month (or earlier if possible). In this case, the complete bonus shall be forfeited.

Unit members who have participated in this waiver for at least one year may resume coverage, except as provided in section e above, the following September 1 by giving notification to the Treasurer by August 31 of the same year.

9. Joint Insurance Committee

The parties shall create a Joint Insurance Committee. The committee shall have equal representation appointed by the HEA President, classified staff, and the Board.

The committee shall explore all insurance options and examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. Written reports shall be provided by the committee to all three parties concerning issues under study by the committee.

The Committee shall be chaired by three (3) members; the District Treasurer, an HEA representative, and a classified staff representative. The chairs shall be responsible for providing written reports and recommendations to all three parties by February 1 of each year.

- 10. The Board shall provide to each member who elects annually in writing during the month of August enrollment period an IRS Section 125 Plan to be used to exempt the member's portion of his/her medical/dental/vision insurance premium from Federal and State income taxes. This plan will go into effect for each member who applies with respect to their compensation beginning with the 2006-2007 school year and each year thereafter provided the election is made annually during the enrollment period.
- 11. Payroll deductions shall be made available for tax-sheltered annuities (403B) with the provider of the member's choice and be deducted from the employee's pay within thirty (30) days of notice to the Treasurer provided agent complies with Board Policy.

12. Under the IRS Section 125 Plan, each member will be allowed to make a separate pre-tax contribution up to the maximum amount permitted per year into a health care Flexible Spending Account (FSA). The unused balance remaining in a FSA at the end of a plan year, up to the maximum amount permitted by the IRS, may be carried over to be used in subsequent plan years. In the event a member separates from employment during a plan year with a remaining balance in the FSA account, the member may continue to receive reimbursements from the account through the end of that plan year.

D. STRS Pick-up With Reduction

The Board herewith agrees with the Association to pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members of the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each such member shall be 12.5% in 2015-2016 and 14% in 2016-2017. The member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No member of the bargaining unit covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings paid thereafter.
5. This benefit is of no additional cost to the Board.
6. Modification: Commencing with the first payroll of September 2015 or as soon thereafter as it can be implemented in compliance with STRS requirements, and ending with a total of 26 payrolls the Board and Association agree to modify the aforementioned section (D) STRS Pick-up with Reduction with the following pick-up:
 - The Board agrees to pick-up an additional 0.5% of the employee's contribution to STRS that is not through the salary reduction method.

This modification of contract language shall automatically and specifically sunset or expire following the 26th payroll and the contract will revert to the 14.0% salary reduction pick-up as written in paragraphs 1 - 5 above.

E. Work Beyond Contract Day/Year

1. Should a member(s) be required to work beyond the seven (7) hour fifteen (15) minute workday, the time allotted in Article VIII, Section A (2. d.) is exhausted, and the work is not included in the supplemental pay schedule, he/she shall be paid twenty dollars (\$20.00) per hour.
2. Required work that is part of a member's job description that goes beyond the contracted one hundred eighty-four (184) day school year or beyond the member's regular seven (7) hour fifteen (15) minute school day (e.g., music, vocational) shall receive extended time pay.

F. Tuition Reimbursement

The Board shall appropriate \$20,000 in each year of this contract for the purposes of tuition reimbursement. Bargaining unit members shall be reimbursed at an equal percentage of the tuition cost. These funds will be distributed to members taking courses that would assist them in the teaching profession or for advanced educational degrees or certificates/licenses. The \$20,000 will be divided at an equal percentage among members successfully completing courses at accredited colleges or universities during the time period September 1 - August 31. To be eligible for tuition reimbursement the teacher must be employed with the Board at the time the class is taken and at the time the reimbursement is made. Teachers who are on a Board-approved leave of absence or are part of a reduction in force at the time the reimbursement is distributed shall be eligible for the reimbursement.

Members will turn in proof of completion and a receipt prior to September 30 of each year. Members will receive no more than the cost of such courses taken during the aforementioned time period.

- G. All members will be reimbursed up to sixty dollars (\$60.00) toward the required BCI/FBI background checks required by law provided they continue their employment with the Board following said reimbursement.

ARTICLE VI - LEAVE PROVISIONS

A. Sick Leave

1. Each member will receive fifteen (15) days' sick leave per year at the rate of one and one-fourth (1 1/4) days for each month. Members who work less than full time will receive full sick leave credit at the fractional rate of their employment.
2. New members and current members who have exhausted their accumulated sick leave shall be credited, as needed, with up to five (5) days annually. Such credited leave will be deducted from final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will

continue to pay the school-provided insurance premiums of any member who has exhausted his/her sick leave accumulation and the five (5) day advance and who remains on active contract status with the district.

3. The cumulative number of days of sick leave a member may accrue shall be three hundred (300) days.
4. Members transferring to the Hillsdale Local School District from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave from such previous employment, up to the maximum set forth in paragraph 3, provided, however, that such previous employment was terminated within ten (10) years prior to the transfer.
5. Members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other members, and for absence due to illness, injury, or death in the member's immediate family. Sick leave for pregnancy shall be for the period of disability.
6. The member's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.
7. Catastrophic Leave Assistance Program
 - a. A Catastrophic Leave Assistance Program shall be established which will allow individual members to donate up to five (5) days of sick leave to each eligible applicant. Members with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
 - b. To qualify for the Catastrophic Leave Assistance Program, a member or his/her immediate family (as defined in Article VI(A)(6)) must have experienced a personal catastrophic illness or injury and the member must have exhausted his/her sick leave, advanced sick leave and all forms of paid leave. The Catastrophic Leave Assistance Program cannot be used beyond the current contract under which the member is employed or beyond the end of the school year in which the application is made.
 - c. Requests for use of the Catastrophic Leave Assistance Program will be considered on a case-by-case basis. A committee, composed of two Board appointed members, two Association appointed members, and a mutually agreeable fifth member, will make a determination based on the following criteria. The Chair of the committee shall be designated by the Superintendent.

- 1) The maximum number of donated days an individual may receive is 20 days per school year.
- 2) All requests will be subject to the responses of the bargaining unit who wish to make donations to an individual approved by the committee.
- 3) All donations of sick leave by bargaining unit members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form.
- 4) Members requesting consideration for the Catastrophic Leave Assistance Program must complete the request on the proper form and submit one copy to the Superintendent and one copy to the Association President. The form is available from the Treasurer's Office and on the Intranet.
- 5) Activation of the program shall require a majority vote of the committee and the Chair shall vote only in the event of a tie vote of the committee.
- 6) Denial of a request for donations is not subject to the grievance procedure.
- 7) Donated leave may not be used for routine pregnancy, injuries related to drug or alcohol use, or a chronic injury/disease that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.)
- 8) Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- 9) The applicant shall provide medical documentation of the need for donated leave.
- 10) Examples of a catastrophic illness or injury, include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over 20% of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.

B. Leaves of Absence

A member 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 a maximum of two (2) consecutive school years.

Upon written request, the Board may grant an extension for up to two (2) additional school years.

A written application must be made to the Superintendent at least thirty (30) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.

Members who take any leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

Members who take leaves under this provision, for reasons other than illness or their disability, must notify the district of their intent to return from leave. Leaves taken for a full year or first semester, must provide notification by April 15, leaves taken for second semester must provide notification by November 1.

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to two (2) years after the child is born or custody is received.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable. A member may elect to use sick leave or personal leave for the purposes of FMLA, provided that use falls within the definition of Article VI, A.

Maternity/paternity leave shall be provided for a maximum of six (6) weeks immediately following the birth of a child. In order for maternity/paternity leave to be extended beyond this six (6) week period, the member will need:

- a. a leave of absence,
- b. a physician's note to qualify for sick leave, or
- c. qualify for FMLA leave.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody.
- b. Date requested leave is to commence.
- c. Date member expects to return to service.
- d. Name of physician or adoption official.

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days, if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

D. Personal Leave

1. All members shall be allowed three (3) days of personal leave each school year. Unused leave may be accumulated, per the provisions of Article VI, Section H.
2. Personal leave shall be for the purpose of conducting personal business which cannot be conducted at times other than regular school hours and may be denied in the event the district is unable to arrange for a substitute teacher.
3. Personal business does not include extending a vacation or holiday period and/or secondary employment.
4. Written request for personal leave shall be submitted electronically at least three (3) days in advance of the date for which leave is requested. If three (3) days' notice is not possible, the member shall notify the building principal or immediate supervisor as soon as possible. In such situations, the

electronic submission shall be made during the first workday after conclusion of the leave.

5. When a member requests personal leave, the member is not required to list reasons. There will be no deduction in salary or sick leave when personal leave is used in accordance with this provision.
6. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

E. Court Leave

When a member's presence is required in a court of law, the member shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave. Any pay received for such duty will be forwarded to the Treasurer of the Board.

F. Association Leave

1. Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or other Association business will be granted up to three (3) school days of professional leave in a school year. No more than two (2) members shall use such leave for each meeting. The Board shall not pay expenses of Association members, except for providing the substitutes necessary to fill the vacancies.
2. A bargaining unit member may, by mutual agreement of the Board and the Association, be granted release from regular duties without loss of salary for the following appearances with any representative of the Board:
 - a. negotiations
 - b. mediation
 - c. grievances
 - d. arbitration

Such appearances shall not be charged to any other leave in this agreement and shall be in addition to leave granted in paragraph 1.

G. Sick Leave Accrual

Sick leave shall not accrue while a member is on an approved unpaid leave of absence.

H. Attendance Incentive

Bargaining unit members will be compensated at the rate of one hundred dollars (\$100.00) per day for each day of personal leave not used within the student school year. Only full days waived under this provision may be submitted for

compensation.

If a bargaining unit member chooses, he/she may apply one of his/her unused personal days each year of this Contract to the total in Article VI, Section D-1 to a maximum of four (4) days total accumulated leave in any one year.

Members must file a request for compensation with the Treasurer after the last student day and prior to June 15th to receive compensation. Any requests for compensation after June 15th will not be fulfilled. If any member does not file a request for compensation, the Treasurer shall provide for the automatic carryover for any unused personal days, up to a maximum of one (1), to the subsequent school year.

I. Family Medical Leave Act

For the purposes of defining a year under the FMLA, a year shall run from July 1 to June 30 and qualifying leave(s) shall only be applied on an employee's contract days. Employees are strongly encouraged to discuss their rights or questions related to FMLA with the Treasurer and/or Association representative(s).

J. Electronic Leave Form

1. Bargaining unit members shall utilize an electronic system for requesting/submitting all leave requests.
2. Training on utilization of the electronic system for leave shall be provided by the Superintendent or designee.

ARTICLE VII - CONTRACTS

A. Assignment, Posting, and Transfer

1. Assignment

The Superintendent shall notify all members in writing prior to June 1 of each year, of their anticipated assignment for the ensuing school year relative to building, subject(s) [secondary - number of sections for each subject area], period, and/or grade level. The Building Advisory Committee may provide input to the administration regarding scheduling. All members will receive preliminary class list(s) not later than July 1. Each member shall also receive his/her anticipated complete schedule, including but not limited to the following information: conference time, travel time between buildings (if applicable), duties, etc. by June 1.

Teachers using their own vehicle shall be reimbursed at the IRS rate, after adoption by the Board in July of each year, for authorized travel in the course of their employment upon proper verification of mileage. Traveling teachers

with set schedules shall turn in mileage forms monthly.

No change of assignment will be made after July 1 except assignment changes due to vacancy and transfer or when an emergency situation arises. Assignment notices that indicate a change in building, grade level, and/or subject(s) (different area[s] of certification) would be subject to the transfer provision of this section.

2. Posting

a. Regular Teaching and Supplemental Positions

All position openings for instructional, administrative, and supplemental, regardless of position or whether the opening implies a promotion or whether the position is a newly created position or an extra duty position, shall be sent to bargaining unit members via District email during the calendar year. Said electronic transmission shall occur within fifteen (15) days of the position becoming open or the creation of the position and the Superintendent's decision to fill the position, provided, however, that position openings that occur during the student school year may be filled temporarily for the remainder of that school year, and if to be filled, notice must be transmitted to bargaining unit members no later than fifteen (15) days prior to the last day of that school year. When school is not in session such notices shall be posted in the lobby near the administrative offices and shall be mailed to each member who requests notification of openings for which they are licensed/certificated and to the President of the Association. Position opening(s) shall mean any full-time, part-time, or per diem position that requires certification from the State Department of Education including supplemental or extra duty position(s), or other educational position(s) that become vacant, i.e., responsibilities not assigned to a member under a regular teacher contract and on a regular pay status. A newly created position is to be considered vacant as well as temporary positions such as curriculum work, textbook selection, etc.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, minimum qualification(s), salary, and procedures for application. Such information will be specified by the Board or its agent(s). Certification requirements shall not exceed state minimums and the provisions of this Contract. Said minimum qualifications shall be reasonable and shall not be arbitrarily and capriciously developed so as to eliminate current member(s) from consideration.

If no applications are received within ten (10) school days (two [2] full weeks when school is not in session) of the date of posting the notice electronically during the calendar year (or the postmark on mailings

outside of the regular school year) and if no member has expressed interest in accordance with Section 3 below, it will be assumed that there is no interest in the position among members and the position may be filled outside the system.

A member hired to fill a position must possess the posted certification and minimum qualifications for the position. Any member having proper certification may apply for the posted position and shall be granted an interview. When one (1) or more current bargaining unit member(s) applies for a bargaining unit position, and meets the posted certification and minimum qualifications, the best qualified of such member(s) shall be granted the position.

b. Replacement Teacher

If a bargaining unit position is vacant prior to the start of the school year and within two (2) weeks of the teacher workday and is filled by an individual who is not currently a bargaining unit member, regardless of the date hired, the individual filling the position will be employed and have all rights consistent with Section 2c of this article. This individual will be initially employed on a one (1) year contract that shall be deemed automatically non-renewed at the end of the contract year without notice and shall not be subject to the evaluation procedure of Article VII C or D or O.R.C. 3319.111.

c. Long-term Substitutes

After sixty (60) days in the same position, long-term substitutes shall be deemed members of the bargaining unit for all purposes, except they shall be deemed automatically nonrenewed at the end of the contract year without notice and shall not be subject to the evaluation procedure of Article VII C or O.R.C. 3319.111. However, long-term substitutes shall be notified in writing of the impending non-renewal and shall not be eligible to apply for any position as a bargaining unit member.

A long-term substitute may, after sixty (60) days of employment in the same position, request in writing to his/her principal a written evaluation. This evaluation need not comply with Article VII C of this Agreement or O.R.C. 3319.111.

It is the parties intent to supersede any provision of the Ohio Revised Code that would require the evaluation of substitute teachers after 120 days.

3. Transfer Procedure

- a. Voluntary Transfer - Members may request a change of assignment in accordance with the following procedures:

- 1) Change of assignment requests shall refer to: (1) change in building, (2) change of year/level, (3) change of subject area.
 - 2) Transfer requests may be initiated by members using the following guidelines:
 - a) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.
 - b) Transfers will be considered if an opening exists or becomes available.
 - c) Members applying for a transfer will be interviewed for the open position. Positions shall be filled in accordance with the provisions of this section.
- b. Involuntary Transfer - Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer (reassignment) in the building, subject [different areas of certification], grade level, notification thereof shall be given to the involved member(s) preceding the effective date of said involuntary transfer. No member shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to a staffing need, a member's area(s) of certification, his/her teaching experience, and length of continuous service in the district will be used as the criteria in determining if a member is to be transferred (least service - first transferred).

Members being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five [5] days of a written request) of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may have representation of his/her choosing at the meeting; however, the Association President or his/her designee shall receive notice of such meeting and shall be entitled to attend said meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

- c. If a teacher is voluntarily or involuntarily transferred to accommodate a larger or smaller than normal grade level size, the teacher may return to the position taught prior to the transfer without having to post the position.

B. Contracts

1. Contracts to teach in the Hillsdale Local Schools will be offered by the Board in accordance with the applicable provisions of ORC Section 3319.08 and this contract.

2. Limited Contracts

Limited teacher contracts may be approved by the Board upon the recommendations of the Superintendent. If a contract is approved by the Board, it shall be issued in the following sequence:

- a. One year, upon initial employment;
- b. One year, upon reemployment, for second contract;
- c. Two years, upon reemployment, for a third contract;
- d. Five years, upon reemployment, for fourth and subsequent contracts.

3. Intervention Specialists on Temporary Certificates/License

- a. The parties agree that when an Intervention Specialist is hired and working on a temporary certificate/license, he/she shall only be eligible for a one-year limited contract which shall be automatically non-renewed without formal Board action at the end of each school year.
- b. Whenever an Intervention Specialist acquires a certificate/license qualifying him/her to teach learning disabled students, other than a temporary license/certificate, he/she shall begin the sequence of contracts as prescribed in Article VII, Section B2 of the negotiated agreement beginning with the first school year subsequent to the receipt of this certificate/license.
- c. While teaching on a temporary license, an Intervention Specialist shall not be eligible to bid on any other bargaining unit position. Notwithstanding the foregoing, after completing two (2) one-year contracts, an Intervention Specialist will become eligible to bid on other bargaining unit positions, which become available during his/her third or subsequent year of employment.

4. Continuing Contracts

When a member becomes eligible for a continuing contract (time and certification) during the term of a limited contract, the member shall notify the Superintendent. The Superintendent shall recommend the member for a continuing contract at the May Board meeting (next following notification of eligibility) when teaching contracts are considered. If the Superintendent

chooses not to recommend interruption of the present contract, the member shall be notified as to the reasons and continue on the limited contract. The reasons given shall be directly related to the evaluation process. Should the member make request after the May meeting, consideration will not occur until the following May. When a continuing contract is recommended under this provision, it shall be effective for the contract year immediately following the May Board meeting. It is intended by the parties that this procedure shall supersede Ohio Revised Code 3319.11 to the extent permitted by law.

Consideration of continuing contracts at the end of a limited contract term will be in accordance with pertinent provision(s) of the Ohio Revised Code.

5. Supplemental Limited Contracts

a. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

- 1) duration of supplemental contract
- 2) title of supplemental position
- 3) amount of supplemental compensation or hourly rate by payment section
- 4) supplemental job description

b. Filling Supplemental Positions

All qualifications for the supplemental position shall appear on the posting notice. Posting and filling of supplemental positions shall be in accordance with Article VII, Section A (2) of this article.

c. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

d. Compensation for Supplemental Positions

- 1) Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

2) Members shall be paid in accordance with Article V, Section B (Supplemental Salary Schedule) in this contract.

e. Nonrenewal of Supplemental Contracts

The Board shall provide to the member written notice of its intent to nonrenew the member's supplemental contract within forty-five (45) days following completion of the activity. Failure of the Board to provide timely notice of intent to nonrenew or to act in a timely manner on the nonrenewal of a supplemental contract shall result in the automatic renewal of the contract.

A member's performance in a supplemental position shall not have an adverse effect upon such member's regular teaching responsibilities.

C. Conditions of Evaluation/Observation less than 50%

For Bargaining unit members who spend less than fifty percent (50%) of their time providing instruction to students:

1. Purpose

- a. To assess a member's work performance.
- b. To help the member to achieve greater effectiveness in performance of the work assignment.
- c. To constitute the basis for personnel decisions including continuing contract status, limited contract renewal, or contract non-renewal or termination.
- d. To constitute a basis for promotion and reassignment.

2. Procedures of Evaluation

Observation/evaluation shall be conducted in accordance with the provisions of this contract.

a. Evaluator

Evaluation of a member shall be conducted by the member's principal or Superintendent except as otherwise provided for in Section 2 d. (7). In the event a member performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

b. Orientation

Not later than October 1 each year that evaluation is scheduled, or in the case of a new member within 30 days of the first day worked, each member shall be notified in writing of the name and position of the evaluating supervisor. Should there be the need for a change to the initial notification of the evaluating supervisor due to extenuating circumstances, the member shall be notified of such change in writing as soon as the change has been determined.

A member newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment or October 1, whichever is later.

- c. The formal program of member evaluation will be accomplished through classroom (for supplemental responsibilities classroom shall mean the location where the member's primary responsibilities are performed) observation followed by a written evaluation on Form A (Form C will be used for supplemental responsibilities), copies of which are found in Appendix E.

d. Schedule of Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

- 1) First year members and members new to the Hillsdale Local Schools - a minimum of two (2) evaluation/observations per school year;
- 2) Limited contract members with more than one (1) year, but less than four (4) years in the bargaining unit - a minimum of two (2) evaluation/observations per school year;
- 3) Multi-year limited contract members with more than four (4) years in the bargaining unit - a minimum of two (2) evaluation/observations during the school year in which contract renewal will be considered;
- 4) Continuing contract members and multi-year limited contract members whose contracts do not expire during the school year - a minimum of one (1) evaluation/observation every third school year;
- 5) A member holding a limited contract for supplemental responsibilities shall be observed and evaluated at least once for that contract and during the contract period;

- 6) Should the administrator choose not to evaluate, the performance of the affected member (either supplemental or regular teaching) the member shall be considered to be at least satisfactory;
- 7) Upon the request of the member only, at least one (1) evaluation shall be conducted by a Hillsdale School District administrator so designated by the member.

Additional formal observations/evaluations (over and above the minimum number specified above) may be arranged at the request of the building administrator and, if held, shall be conducted in accordance with the terms and conditions of this section. Such additional observations/evaluations shall only be conducted for specific written reasons. Written specification of the cause for each additional observation/evaluation will be provided to the affected member.

At least three (3) evaluations shall be made of any member for whom non-reemployment of a regular teaching contract is considered. These evaluations must be completed by May 1. At least one evaluation shall be made between February 1 and May 1.

e. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix E of this Contract.

No member shall be evaluated on his or her work performance except after fair and reasonable observation of the work performance of the member.

All monitoring or observation of the work performance of a member shall, where possible, be conducted openly and with full knowledge of the member.

f. Observations

1) Schedule of Observations

A minimum of one observation shall be conducted prior the first Friday in December of a year when observation/evaluation is to occur. An observation shall last a minimum of thirty (30) minutes. If after such observation(s) a member is found to be deficient to the extent that adverse personnel action may result, additional observations of thirty minutes each may be required (Form B will be used for this situation).

2) Observation Conferences

All observations shall be preceded by a conference between the evaluator and the member in order for the member to explain plans and objectives for the work situation to be observed.

There shall be at least ten (10) school days between observations. The final observation for the work year shall be made by May 1 of the school year.

A post-observation conference between the evaluator and the member shall be held within seven (7) workdays after each observation, denoting deficiencies, in order for questions arising from the observation to be discussed. All observations shall be compiled in writing. A copy of the written compilation shall be given to the member.

g. Identification of Deficiencies

1) Deficiencies Identified Through Formal Observations

A member, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the member to correct such deficiencies. The supervisor involved in the particular area of the member's work shall assist the member in correcting those deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the member to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement. When the evaluator has complied with the provisions of this section, the responsibility for improvement lies with the individual member.

2) Other Deficiencies

Other deficiencies regarding the member's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

h. Finalization of Evaluation

1) Written Evaluation

A copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator prior to finalizing it for transmission to the member's personnel file.

2) Completion of Evaluation Process

The performance evaluation of a member shall be based upon the observations of the member's performance and shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the member to verify notification to the member that the evaluation will be placed on file, but the member's signature should not be construed as evidence the member agrees with the contents of the evaluation report. The written evaluation report shall be completed within seven (7) days of the post-evaluation conference.

3) Objection to Evaluation

If the member deems the formal written evaluation report to be incomplete, inaccurate, or unjust, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both parties shall be retained by the member. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

4) Personnel Action Requirements

If the evaluator decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the member shall be given the reasons in writing at least seven (7) days prior to the written communication of such recommendation to the Superintendent and/or the Board, but no later than June 1.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an impending adverse personnel action.

3. This provision shall supersede section(s) of the Ohio Revised Code that address the conditions of teacher evaluation.

D. Conditions of Evaluation/Observation 50% or greater

This section of the contract applies to bargaining unit members who spend fifty percent (50%) or more of their time providing instruction to students. Special Education teachers in an inclusion setting will be assigned 20% of student growth for special education students only.

1. Purpose

- a. To improve teacher instruction and improve student achievement;
- b. To base evaluation on the Ohio Standards for Educators;
- c. To encourage collaboration between teacher and evaluator using a research-based, transparent, and fair model for teacher performance; and
- d. To constitute a basis for contract status (i.e. renewal, non-renewal, or termination).

2. Procedures of Evaluation

Observation/evaluation shall be conducted in accordance with the provisions of this contract.

a. Evaluator

Evaluation of a member shall be conducted by the member's ODE OTES credentialed principal or Superintendent that is under current employment by the Board and or its designee except as otherwise provided for in Section 2 (d) (3). In the event a member performs work under the supervision of more than one supervisor, one ODE OTES credentialed supervisor shall be designated by the Superintendent as the evaluating supervisor.

b. Notification

Not later than October 1 of each year that an evaluation is scheduled, or in the case of a new member within thirty (30) days of the first day worked, each member shall be notified in writing either by hardcopy or electronically of the name and position of the evaluating supervisor. Should there be the need for a change to the initial notification of the evaluating supervisor due to extenuating circumstances, the member shall be notified of such change in writing either by hardcopy or electronically as soon as the change has been determined.

A member newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by

the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment, or October 1st, whichever is later.

c. Formal Evaluation

The formal program of member evaluation will be accomplished through classroom formal observations, informal walk-through observations, pre-observation conferences, post-observation conferences and Student Growth Measures followed by a written evaluation.

- 1) The most current version of the forms will be used for evaluation purposes and can be found on the Ohio Department of Education website:
 - a) Self-Assessment Form
 - b) Professional Growth Plan Form
 - c) Assessment of Teacher Performance
 - d) Final Summative Rating Form
 - e) Improvement Plan Form
 - f) Classroom Walk-Through and Informal Observation Form
- 2) Should an electronic version of the aforementioned forms be available through a vendor application this/these version(s) of the form may be used and transmitted to the member electronically in lieu of a completed hardcopy form. The electronic version of the form must be in a pdf format or another format that is able to be printed. Only printed and signed forms will be put in the member's personnel file.
- 3) Any new forms created by the ODE for the Ohio Teacher Evaluation System shall be introduced to the members and a one year pilot of the form may be completed prior to full implementation of the form. If a form is added to OTES mid-school year, the form shall be piloted the remainder of that school year and may be implemented the following school year. This section does not refer to changes/modifications made to current OTES forms.

d. Schedule of Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

- 1) All members covered by this section of the contract shall be evaluated yearly except as provided in numbers 4, 5, 6 and 7 below.

- 2) Should the administrator not complete all requirements of OTES, the performance of the affected member shall be considered to be at least "Skilled."
- 3) Upon receipt of an evaluation rating of "Ineffective", the member may request of the Superintendent that the succeeding evaluation be conducted by a different ODE OTES credentialed evaluator as outlined in Section 2(a)(1) of this article that is designated by the Superintendent after collaboration between the member and the Superintendent.
- 4) Any member who received a rating of "Accomplished" on the most recent evaluation conducted under this section may be evaluated once every three (3) school years, so long as the member's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. Under these conditions, the member shall be observed at least once and shall have at least one (1) conference per year with his/her evaluator.
- 5) Any member who received a rating of "Skilled" on the most recent evaluation conducted under this section may be evaluated once every two (2) school years, so long as the member's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. Under these conditions, the member shall be observed at least once and have at least one (1) conference held per year with his/her evaluator.
- 6) The Board may elect not to conduct an evaluation of a member who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.
- 7) The Board may elect not to conduct an evaluation of a member who has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
- 8) Notwithstanding the foregoing, any teacher in the final year of a limited contract or who is being considered for a continuing contract may be evaluated.

e. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Assessment

of Teacher Performance.

A teacher of record is a teacher who is responsible for assigning the grade to the student and is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”.

No member shall be evaluated on his or her work performance without supporting documentation/evidence.

All monitoring or observation of the work performance of a member shall, where possible, be conducted openly and with full knowledge of the member.

f. Observations

1) Schedule of Observations

A minimum of one observation shall be conducted prior to the first Friday in December of a year when observation/evaluation is to occur. An observation shall last a minimum of thirty (30) minutes.

There shall be at least ten (10) school days between observations unless mutually agreed upon between the member and the evaluator. The final observation for the work year shall be made by May 1 of the school year.

When observing for evaluation purposes, the evaluator will not intentionally disrupt the learning environment in the classroom (e.g., interrupting the teacher or engaging directly with students).

2) Pre-Observation Conference

a) Prior to the first observation, the member will complete and/or review the Self-Assessment Form.

b) A pre-observation conference is mandatory for classroom observations and should be held not more than five (5) working days before the originally scheduled classroom observation. Should an emergency situation arise where the evaluator or member is unavailable during the originally scheduled observation, a new pre-observation conference may be waived if mutually agreed upon. Walk through observations do not require pre-observation conferences.

- 3) Walk-through Observation
 - a) Walk-throughs must occur at least twice a year.
 - b) Walk-throughs shall be no more than ten (10) minutes in length.
 - c) Walk-throughs shall be documented on the Walk-Through and Informal Observation Form. If the administrator has observed a problem or concern in the documented walk-through, this must be documented in writing to the member on the form. The form will be provided to the member no later than five (5) work days following the walk-through.
 - d) At the request of the member, a formal debriefing shall occur no later than five (5) work days after receipt of the form to discuss observations relative to the identified focus.
 - e) Walk-throughs shall not intentionally disrupt the learning environment in the classroom (e.g., interrupting the teacher or engaging directly with students).
- 4) Post-observation conference
 - a) Post-observation conferences must be held within ten (10) working days of the classroom observation unless, for good cause, an extension of the ten (10) day limit is mutually agreed upon between the member and the evaluator. Subsequent to, or during the Post Observation conference, the member and evaluator will review the Professional Growth Plan or the Improvement Plan.
 - b) The member shall receive a copy of the Assessment of Teacher Performance form at the post-observation conference.
 - c) Information in the evaluation must be based on the pre-observation conferences, post-observation conferences, and/or direct observation and documentation, of an evaluator.
 - d) Should a member earn a rating of "Ineffective" in any of the Standards for the Teaching Profession listed on the Assessment of Teacher Performance form, the member, in consultation with the evaluator, will

develop an Improvement Plan on “Ineffective” areas only.

g. Improvement Plan

- 1) If a member receives a Summative rating of “Ineffective” on the Final Summative Rating Form, the evaluator shall collaborate with the member on developing an Improvement Plan for the member. The member has the right to have a HEA representative present.
- 2) A member on an Improvement Plan based on the Final Summative Rating shall remain on the Improvement Plan for one (1) full academic year.
- 3) Effective the 2015-2016 school year, a member who has earned a Final Summative Rating of “Ineffective” for two (2) consecutive years may be considered for non-renewal or termination solely based on academic performance. If no Professional Development has been offered to the member, an additional year shall be extended to allow for the possibility of improvement.
- 4) A member on an Improvement Plan may have all Professional Development paid at 100% by the Board upon approval of the Superintendent, except as provided in O.R.C. 3319.58

h. Professional Growth Plan

- 1) Teachers with a final summative rating of “Accomplished” will annually develop a self-directed Professional Growth Plan.
- 2) Teachers with a final summative rating of “Skilled” or “Developing” will annually develop a Professional Growth Plan initiated by the teacher and completed collaboratively with the evaluator.

i. Finalization of Evaluation

- 1) Written Evaluation

A copy of the Final Summative Rating Form shall be given to the member and a conference shall be held between the member and the evaluator by May 10.

2) Completion of Evaluation Process

The performance evaluation of a member shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the Final Summative Rating Form. The Final Summative Rating Form shall be signed by the evaluator. The Final Summative Rating Form should then be signed by the member to indicate that the member and evaluator have discussed the Final Summative Rating, but the member's signature should not be construed as evidence the member agrees with the contents of the Final Summative Rating. The Final Summative Form shall be completed by May 10.

3) Objection to Final Evaluation

If the member deems any part of the evaluation to be incomplete, inaccurate, or unjust, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both parties shall be retained by the member. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

4) Personnel Action Requirements

If there is the possibility of contract non-renewal, a third formal observation shall be conducted prior to May 1 and the member Improvement Plan shall be consulted to see if any improvement has been made.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an impending adverse personnel action.

5) eTPES Submissions

Administrators will manually upload the following data only:

- a) Performance measures
- b) Student Growth Measure Data

j. Student Growth Measures (SGM)

- 1) The number of Student Learning Objectives (SLOs), when utilized, shall be determined collaboratively by the Board/designee and the Association.
- 2) Percentages for the use of vendor assessments and all local measures will be determined collaboratively by the Board/designee and the Association.
- 3) When utilizing vendor assessments as one of the SGMs, all affected staff shall be trained on utilization and other considerations by September 30. Any teacher hired after September 30 shall attend the first available training on vendor assessments. The Association may provide input regarding the purchase of supplemental materials for vendor assessments.
- 4) The mix and the percentage of the following assessment types shall be determined collaboratively by the Board/designee and the Association:
 - a) Value-added (VA) Data;
 - b) ODE approved vendor assessments; and
 - c) Menu of options determined locally such as SLOs.
- 5) When applicable to the grade level or subject area taught by a member, the VA progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure if adopted by the State Board of Education, shall be used in the Student Academic Growth Portion of an Evaluation in proportion to the part of the member's schedule of courses or subjects for which the VA progress dimension is applicable.

If a member's schedule is comprised only of courses or subjects for which the VA progress dimension is applicable, the entire Student Academic Growth Factor of the Evaluation shall be based on the VA progress dimension.
- 6) The Board/designee shall provide all members electronic access to any and all Value Added and Vendor Assessment data for all their students.
- 7) Any student evidencing 45 or more excused or unexcused absences, shall not be included in the student growth measure calculation.

k. Student Learning Objectives (SLOs) Committee

- 1) A committee consisting of six (6) teachers appointed by the Association and at least one (1) but no more than two (2) administrators (one of whom must be the person completing the evaluation) must approve all SLOs.
- 2) The committee shall be chaired by a committee member from the Association.
- 3) The committee will establish, by mutual agreement, a meeting calendar. Meeting dates, committee agendas and minutes will be transmitted electronically to all members by the chairperson of the committee.
- 4) Committee ground rules shall be established at the initial meeting and shall be reviewed and updated as needed. All decisions of the committee will be achieved by consensus.
- 5) The District will provide file storage facilities, office equipment, and clerical help as much as is practical.
- 6) The SLO committee is responsible for recommending the procedures teachers shall follow for the submission of SLOs.
- 7) The SLO committee is responsible for recommending the procedures for the approval/denial and request for resubmission of SLOs to the Association and the Board.
- 8) The SLO committee shall recommend training for bargaining unit members on how to properly develop and implement SLOs. This training may be offered through the ODE or other venues.
- 9) The interval of instruction should generally be the majority of the course up to the SLO completion deadline.
- 10) The teacher must completely fill out the SLO form(s) (available from the ODE website) which must contain all seven components of an SLO and it must be submitted to the Committee by October 1.
- 11) The final results of the SLOs must be reported to the evaluator prior to May 1.
- 12) Once approved, the SLOs may not be changed without approval from the Committee.

- 13) The following SLO cycle must be followed:
 - a) SLO test approval by the SLO Committee shall be done by September 30;
 - b) SLO approval by SLO committee by October 30;
 - c) Final review of SLO Attainment and Scoring by the member and the evaluator by April 30;
 - d) Discussion of the Final Summative Rating and Impact on Practice by the evaluator and the member by May 10.
- 14) It is strongly encouraged that teachers who teach the same subjects use the same assessments when they are appropriate. Teachers are encouraged to collaborate through the SLO development process.
- 15) With the approval of the Superintendent, members of the Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent, Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid twenty dollars (\$20.00) per hour for hours spent outside the teacher work day. There shall be a cap of 24 hours per year outside of the teacher workday for each Association member on the Committee. Any additional hours beyond this cap must be approved by the Superintendent.
- 16) If a member disagrees with any action of the SLO committee, he/she may appeal in person to the committee to provide additional explanation for the committee to review.

E. Ohio School Counselor Evaluation System (OSCES)

1. Purpose

The purpose of the Ohio School Counselor Evaluation System is to:

- a. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

- b. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

2. Application

The school counselor evaluation procedure contained in this Agreement applies to all school counselors employed by the Hillsdale Local Board of Education.

3. Evaluator Qualifications and Roles

- a. An evaluator must be a contracted employee of the Hillsdale Local School District.
- b. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.
- c. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure absent extenuating circumstances.
- d. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

4. Criteria for Counselor Evaluation

- a. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.
- b. All monitoring or observation of the work performance of a counselor shall, where possible, be conducted openly and with the full knowledge of the counselor.
- c. Information in the evaluation must be based on the pre-observation conferences, post-observation conferences, and/or direct observation and documentation, of an evaluator.

5. Evaluation Process

- a. No school counselor shall be subject to more than one (1) evaluation cycle per school year.
- b. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
- c. The Board of Education may evaluate a counselor receiving a rating of “Accomplished” once every three (3) years so long as the metric of student outcomes, for the most recent school year for which data is available, is “Skilled” or higher on the evaluation rubric.
- d. The Board of Education may evaluate a counselor receiving a rating of “Skilled” once every two (2) years as long as the metric of student outcomes, for the most recent school year for which data is available, is “Skilled” or higher on the evaluation rubric.
- e. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of “Accomplished” or “Skilled”, the assigned evaluator shall conduct one (1) formal observation of the counselor and hold one (1) post-observation conference with the counselor. The formal observation process shall be held in compliance with the provisions of this Contract.
- f. The District may not conduct an evaluation for any counselor who:
 - 1) Was on leave for fifty percent (50%) or more of the school year as calculated by the Board; or,
 - 2) Submitted notice of retirement and such notice has been accepted by the Board of Education on or before December 1 of the school year in which the counselor plans to retire.
- g. The formal program of counselor evaluation will be accomplished through classroom formal observations, informal walk-through observations, pre-observation conferences, post-observation conferences and Metrics of Student Outcomes followed by a written evaluation.
 - 1) The most current version of the Ohio School Counselor Evaluation System (OSCES) forms will be used for evaluation

purposes and can be found on the Ohio Department of Education website:

- a) School Counselor Evaluation Rubric
 - b) Self-Assessment Form
 - c) Professional Growth Plan
 - d) Informal Observations
 - e) Pre- and Post-Conference Questions
 - f) Improvement Plan
 - g) Planning for the Post-Observation Conference
 - h) Final Summative Rating
 - i) Student Metrics
- 2) Should an electronic version of the aforementioned forms be available through a vendor application this/these version(s) of the form may be used and transmitted to the counselor electronically in lieu of a completed hardcopy form. The electronic version of the form must be in a pdf format or another format that is able to be printed. Only printed and signed forms will be put in the counselor's personnel file.
- 3) Any new forms created by the ODE for the Ohio School Counselor Evaluation System (OSCES) shall be introduced to the counselors and a one (1) year pilot of the form may be completed prior to full implementation of the form. If a form is added to OSCES mid-school year, the form shall be piloted the remainder of that school year and may be implemented the following school year. This section does not refer to changes/modifications made to current OSCES forms.

6. Informal Observations

- a. An informal observation is a walk-through of non-confidential activities during unannounced times. Such observations shall be documented on the appropriate form and will focus on one (1) or more of the following components:
- Comprehensive School Counseling Program Plan
 - Direct Services for Academic, Career and Social/Emotional Development
 - Indirect Services: Partnerships and Referrals
 - Evaluation and Data
 - Leadership and Advocacy
 - Professional Responsibility, Knowledge and Growth

- b. The walk-through shall be ten (10) consecutive minutes.
- c. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walk-through. If the administrator has observed a problem or concern in the documented walk-through, this must be documented in writing to the counselor on the form.
- d. Walk-throughs must occur at least twice a year.

7. Formal Observations

- a. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and one (1) will take place prior to the first Friday in December. The second formal observation must occur prior to May 1 of the school year. There will be a minimum of ten (10) school days between the first two (2) formal observations.
- b. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in "a" above, shall occur more than ten (10) working days after the most recent formal observation.
- c. Each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting the parties shall mutually agree to and designate the time and location of the observation. If a pre-conference is not held, the counselor and evaluator shall mutually determine the time and location of the observation.
- d. A post-observation conference shall be held no more than ten (10) working days following the observation. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.

- e. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to section 3319.11.
 - f. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.
 - g. A counselor may request a formal observation at any time in addition to those required by this procedure.
8. Finalization of the Evaluation Cycle
- a. Each evaluation will result in a final summative rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.
 - b. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
 - c. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.

- d. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE) the final summative rating of each school counselor.
- e. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

9. Professional Growth Plans

- a. Counselors with a summative evaluation rating of "Accomplished" will develop a self-directed professional growth plan, for the next school year as set forth in this Agreement.
- b. Counselors with a summative evaluation rating of "Skilled" or "Developing" shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year as set forth in this Agreement. Counselors with a "Developing" rating will have their professional growth plan approved by their evaluator.
- c. Professional growth plans for a school year shall be developed not later than September 15 of each school year and shall be one (1) academic year in duration.
- d. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.

10. Professional Improvement Plans

- a. A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this Agreement.
- b. In the event that a counselor and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the counselor may request another mutually agreed upon evaluator of the District, to facilitate further discussion between the counselor and the evaluator.

- c. The professional improvement plan shall include:
 - 1) Specific measurable performance expectations, resources and assistance to be provided; and,
 - 2) A desired level of performance that is expected and a reasonable time period to correct deficiencies; and,
 - 3) A counselor on an Improvement Plan may have all Professional Development paid at 100% by the Board upon approval of the Superintendent.
- d. Improvement plans for the next school year shall be developed not later than June 1 of each school year and shall be one (1) academic year in duration.

11. Due Process

- a. Counselors who disagree with any informal or formal observation report and/or the final summative evaluation rating shall be allowed to submit a written rebuttal. This rebuttal will be attached to the summative evaluation report.
- b. A counselor shall be entitled to Union representation at any conference held during this procedure where the counselor will be advised of an impending adverse personnel action.
- c. Should the administrator not complete all requirements of OSCES, the performance of the affected counselor shall be considered to be at least "Skilled."

12. Personnel Action Requirements

The evaluation procedure contained in this Agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non-renewal, termination, reduction or recall of any counselor prior to May 1, 2018.

13. Professional Development

- a. Annually the Board shall provide professional development and financial resources to continue and accelerate each counselor's professional growth and improvement and to provide support to counselors who are placed on a Professional Improvement Plan.

b. Evaluators

- 1) Before beginning the evaluation process, each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and pass a credentialing assessment.
- 2) Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating counselors for the evaluation cycle.

14. Metrics of Student Outcomes

The school counselor and administration should collaboratively pre-determine metrics that will be used for this portion of the evaluation rubric at the beginning of the evaluation cycle. Metrics that most clearly reflect the work of the school counselor and illustrate a link between the work and the student outcomes should be selected.

F. Just Cause Provision

A member who has been employed by the Board on a multi-year contract shall not be: disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this contract.

G. Reduction in Force (RIF)

1. When by reason of decreased enrollment of pupils, return to duty of regular members after a leave of absence, or by reason of suspension of schools or territorial changes affecting the district or financial reasons, a reasonable reduction in the number of teachers may be made. Such reduction shall be made by suspending a member(s) contract(s), by the Board, in accordance with the provisions of this section and ORC 3319.17.

Definitions

- a. Reduction in Force: The elimination of a current teacher.
- b. Position: One position is determined by the previous status of the member fulfilling contractual (either written or verbal) responsibilities on a full-time, part-time, per diem, or temporary basis, i.e., the responsibilities performed by a member who is employed to perform responsibilities for six (6) or more hours per day or is paid at a full-time rate shall be considered a full position, the responsibilities performed by a member who is employed to work three (3) hours per day and is paid a salary and/or per diem rate that is one-half of what is normally paid

for a full-time assignment shall be considered one-half (1/2) position .

- c. Decline in Student Enrollment: A decline in student enrollment (ADM) shall be determined first on a district-wide basis and then also within the area of certification which is to be reduced.
- d. Reasonable reduction will be arrived at based on need as determined by the Board subject to review through the grievance procedure.
- e. Suspension of contract that results from a return of a member(s) after a leave of absence shall not result in a reduction of positions.
- f. Suspended contract shall mean employed but on an inactive status without pay.

2. The procedures for a reduction are as follows:

- a. At least ninety (90) days prior to the date of implementation, the Association President shall be notified of the Board's intent to consider a RIF.
- b. Within five (5) days after receiving the notification of the Board's intent to consider a RIF, the Association may request a meeting with the Board to be held at an agreed upon date to enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data.
- c. Procedures for determining seniority list(s):

A seniority list(s) shall be prepared of all members according to continuous service in a bargaining unit position in the district within each and every area(s) of certification. This list(s) shall be maintained and updated on annual basis prior to February 1. All approved "leaves of absence" will be applied toward continuous service for seniority purposes. The list(s) shall include the following information:

- 1) Date of initial employment (continuous service in the district).
- 2) Date of application for employment.
- 3) Areas of certification (eligible for as of October 1).

4) Current teaching area(s).

The Association President shall receive a copy of the seniority list(s) by January 15 of each year.

- d. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of member(s) who will be returning from an approved leave of absence will be separately indicated as a part of the aforementioned formalized list. The number of members who will be returning, within an area of certification, will be indicated.
- e. The suspension of contracts that would result from the return of member(s) whose Board-approved leave of absence is expiring shall be initiated on a position-by-position basis. The contract suspension, if necessary, shall be determined by evaluations, except in the instance that evaluations are comparable, then the contract suspension shall affect the position held by the least senior member, as defined by this section, in the area of certification in which the returning member was teaching prior to the leave, unless the returning member can be assigned to an open position for which the member is certified. When the latter occurs, no contract suspension will occur. Said suspensions, with regard to such returning member(s), shall not result in a reduction in force. Contracts that are suspended as a result of members returning from Board-approved leaves of absence shall be processed first and shall be in accordance with the procedures stated in part f. (3) below. All teachers on continuing contracts shall be considered more senior than those on limited contracts.
- f. Contracts that are to be suspended as the result of members returning from Board-approved leaves of absence or a reduction in force will be accomplished by applying the following steps:
 - 1) Any return from leave or reduction in force as indicated in parts d and e shall be covered to the extent possible through normal attrition (leave of absence, resignations, retirement, etc.).
 - 2) The order of reduction in each certification/licensure area shall be as follows:
 - a) First: members holding limited contracts, based on Licensure/Certification, who have not been formally evaluated in the District.
 - b) Second: members holding limited contracts based on:
 - i) Licensure/Certification;

- ii) Competency as determined by formal evaluation;
 - iii) When evaluations are comparable, by lowest seniority in the District.
 - c) Third: members holding continuing contracts based on:
 - i) Licensure/Certification;
 - ii) Competency as determined by formal evaluation;
 - iii) When evaluations are comparable, by lowest seniority in the District.
- 3) The members who presently hold those positions, as determined in 2.d, are the members whose contracts is/are to be suspended, unless it is possible, for the involved members, to bump a member with less seniority and a comparable or lesser evaluation in another area for which the involved member is/or can become properly certificated by August 1 of the year of implementation. The member seeking to bump shall within ten (10) school days provide to the Superintendent a written notice of intent to bump including the designation of the member to be bumped.
- 4) Through June 30, 2020, “competency as determined by formal evaluation” will be based solely on the performance component of the teacher evaluation system and “comparable evaluation” shall be measured based solely on the performance component of the teacher evaluation system. The ratings for consideration as being comparable are as follows: “Accomplished” are comparable only to “Accomplished”; “Skilled” are comparable only to “Skilled”; “Developing” are comparable only to “Developing”; and “Ineffective” are comparable only to “Ineffective”.
- g. System-wide seniority shall be the basis of any RIF program when evaluations are deemed comparable with preference to continuing contracts over limited contracts. If ties occur in seniority, regarding years of service, the member with the earliest date of Board action to employ will be considered most senior. If a tie(s) still remain, the tie(s) will be broken by the earlier date of application for employment. If a tie(s) still remain, the tie(s) will be broken by administrative decision.
- h. A member(s) whose contract(s) is suspended by the Board as a result of a RIF program shall be given written notification by certified mail or personal delivery after the completion of the school day. This notification shall indicate the date that the Board acted to suspend the member's contract.

3. Reemployment of a member(s) whose contract(s) was/were suspended by the RIF program shall be in accordance with the following procedures:
 - a. Member(s) whose contract(s) is/are suspended shall be placed on a recall list stating years of continuous service to the district and subject(s) certified to teach.
 - b. A member on the recall list shall be offered a contract, for positions for which he/she is certificated, (or has become certificated as set forth on said recall list, as positions become available and in keeping with the evaluation or seniority provisions of the RIF policy -- inverse order -- last RIFed, first reemployed). Notification will be made by certified mail. It is the responsibility of the involved member(s) to advise the Board of the address where he/she can be reached.
 - c. A member who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If an individual does not accept a contract for a comparable position (% of FTE) or fails to respond in the time stated, the individual will be removed from the recall list.
 - d. No members new to the district will be employed until all properly certificated member(s) on the recall list have been offered a contract for the position in accordance with the provisions of this policy.
 - e. A member may stay on the recall list for thirty-six (36) months from the effective date of his/her layoff or until offered a recall to a comparable (% of FTE) position within the District, whichever occurs first.
 - f. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
4. Transfers of member(s) employed but not affected by the RIF program shall be limited to areas of certification not affected by said program. If a position(s) initially abolished is/are reinstated or a new position(s) is/are established, this position(s) will be offered first to member(s) who are properly certificated and whose name(s) appear on the recall list (as developed in Section 3.a.). Transfers may be made to or within an area affected by the RIF program after the position(s) have been offered to all properly certificated members on said recall list.
5. Members not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute teachers as the need occurs.
6. RIFed members shall have the right to pay the total premium for group life, hospitalization, and other group benefits as provided by federal law

(COBRA). During this time period, members whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.

7. Administrative and supervisory personnel are excluded from the provisions of this article.

H. Chronic Communicable Diseases

The Board shall not deprive any bargaining unit member of any rights provided under this contract or guaranteed by law as a result of a chronic communicable disease.

I. Personnel Files

The official member personnel file shall be maintained in the Central Office. Said files shall be maintained by the Superintendent or his/her designee. The President of the Association shall be notified in writing by September 1 of any year of the name of the individual who will have the responsibility for maintaining the file system when a change has been made regarding such responsibility. Such indicated individual shall be responsible for developing necessary rules regarding access to the system, proper placement of material and the security of the system.

Further, the Superintendent or his/her designee shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, and completeness.

The purpose of this system is to serve as the repository of records, documents, etc. that are necessary and relevant to the individual member's employment status and all other terms and conditions of employment.

Access to the personnel files of an individual will be limited to the following: the involved member, the Superintendent, Central Office administrators, the official Board of Education, legal counsel, the individual member's immediate principal or supervisor and in the case of a transfer the principal or immediate supervisor for that position, clerical employees who are assigned system maintenance responsibilities, and other individual(s) who may be entitled, by Ohio law, to have access to information determined to be public information by such law and appropriate courts of law. Medical records shall not be considered public documents for the purposes of this provision and shall be filed separately from other "public information".

The member shall have access to all personal information contained in the system during regularly scheduled office hours, within a reasonable period of time. There shall not be a charge for the access to the system.

Upon request by the member, the Superintendent or his/her designee shall:

1. Inform the member of the existence of any personal information in the file;

2. Permit the member and his/her attorney to inspect all personal information in the file;
3. Inform the member regarding the types of uses made of the information including the identity of the users of the information; a log shall be maintained as a part of each member's file that will indicate the name and date that access was granted to the file; no information will be disseminated except by on site access or by the requirement of the compulsory legal process;
4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;
5. Upon written approval of the member, grant access to the member's attorney or other representative; and,
6. Furnish the member with a copy of any information contained in the system (notwithstanding exceptions by law) at no charge.

After the effective date of this provision, the member(s) shall have the right to read and shall receive a copy of (at no charge) all information, except transcripts, that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system prior to such placement. Said response shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the document be made.

No parent complaints will be placed in the personnel file of a member unless and until the parent has discussed the complaint with the involved member, and if not satisfied, has submitted the complaint formally in writing and has signed such communication.

No anonymous letters or material will be placed in the system.

The member shall have the right to dispute the accuracy, relevance, timeliness, or completeness of information contained in the system. The Superintendent must make an immediate investigation to determine the validity of the claim and to notify the member within a reasonable period of time of the results of the investigation and the action that is to be taken (if any). The Superintendent shall remove all information from the system that is no longer timely, cannot be verified, is inaccurate, or is incomplete.

ARTICLE VIII - WORKING CONDITIONS

A. School Calendar - Length of School Day/Year

1. School Calendar

The Calendar Committee shall develop a school calendar and shall forward said recommended calendar to the Board of Education by the January board meeting of each year. If the Board objects to the calendar submitted the recommended calendar shall be returned to the Calendar Committee along with a listing of objections for reconsideration by the Committee.

The Calendar Committee shall consist of eight (8) members: one certified member from each building, an equal number of classified members, one administrator and one Board member. The committee chair shall be rotated on a yearly basis, starting with the administrator member, then the certified member, and then the classified member. The chair shall call the first meeting by October 15 of each year.

2. Length of School Day/Year

The regular school year for members shall be one hundred eighty-four (184) days which shall include:

- a. One pre-school preparation day; to include no more than one-half (1/2) day for staff meetings. Up to thirty (30) minutes of this staff meeting shall be devoted to the discussion of special education responsibilities led by intervention specialists. An agenda shall be submitted to the building administrator at least one day prior.
- b. One (1) professional meeting day; scheduled by the Calendar Committee.
- c. One (1) record day for members which shall be the final day of the member contract year.
- d. One-half (1/2) professional day to be used at administrative discretion to include activities such as school programs, open houses, staff meetings or other such activities beyond the regular workday. Except in emergency situations, the members shall be provided a minimum of one (1) week prior notice and agendas for all faculty meetings will be provided at least twenty-four (24) hours in advance. The administration may schedule up to seven (7) staff meetings, one (1) per month, that may extend beyond the regular workday for up to thirty (30) minutes. Except in emergency situations members shall be provided a minimum of one (1) week prior notice of such meetings.
- e. Two (2) days for Parent Teacher Conferences – no students in attendance on these days.

- f. No more than one hundred seventy-eight (178) days with students in attendance.

The regular school day shall not exceed seven (7) hours fifteen (15) minutes. The student day will start no sooner than ten (10) minutes after the start of the member day and will end no less than five (5) minutes before the end of the member day.

- g. Members will receive up to five (5) days when school is closed due to weather or other public calamity. Any days in excess of these five (5) days will be made up according to the Board-adopted calendar.

B. Planning Time/Preparation/Intervention/Collaboration

The administration shall arrange the schedule so that each member shall have at least two hundred (200) minutes each week of planning time within the normal student day. In addition to the foregoing 200 minutes of planning time, members who teach in grades K-6 shall receive an additional thirty (30) minutes per day for preparation/intervention/collaboration.

The Board shall employ adults to work during the noon lunch period in the elementary and middle schools.

**For the 2014-2015 school year, grades K-8 shall receive the additional thirty (30) minutes per day for preparation/intervention/collaboration.

C. Academic Council

Purpose: To assist in providing the best possible educational program for the pupils of the district.

To reflect the needs and desires of the teaching staff.

To identify curricular needs.

To recommend and assist with curricular improvements.

To plan the negotiated inservice activities.

Membership: The Council shall consist of each building principal, the local Superintendent, the department chairpersons (Mathematics, Social Studies, Language Arts, Science, Fine Arts, Specials and Special Education), one high school teacher, one junior high teacher (7-8), one intermediate teacher (5-6), and two primary teachers (K-4) from the elementary building. Each group shall select its own teacher representative. Teacher representatives shall be selected for a two-year term. Chairperson of the Academic Council shall be a teacher member of the Academic Council and elected by a popular vote of the Council.

Mode of Operation: The Council shall meet prior to each nine-week grading period. Additional meetings may be called by the chairperson.

D. In-service

An in-service program coordinated by the Academic Council shall be established in order to provide opportunity for members to participate in in-service activities. The Academic Council shall establish between three and six meetings per year for a total of six hours' in-service. They shall range from one to two hours in length and may be early release or late start. There shall be both district and building meetings. The district meetings shall be planned by the Academic Council prior to October 1 each year, and the building level meetings shall be planned by the principal and the building members of the Academic Council.

Waiver days and voucher in-service opportunities also may be planned by the Academic Council.

E. Substitution

1. Substitutes will be employed when available.

The administration shall attempt to secure substitutes for special teachers (art, music, physical education). If the special teachers cannot meet with their scheduled classes, the administration shall provide a substitute or make other agreeable arrangements so that the classroom member shall have his/her planning time as scheduled.

2. Members are not to be used as substitute teachers in classes where a member is absent the entire day and most of the member's students are in school.
3. If members are asked to substitute by a district administrator/representative because of an impossibility of acquiring a regular substitute for the day, the member has the option of saying no without prejudice.
 - a. A member of the bargaining unit who chooses to substitute during his/her conference/planning period at the High School or Middle School (7-12) shall be compensated at the rate of twenty dollars (\$20.00) per period.
 - b. Any bargaining unit member working at the Elementary School (K-6) who chooses to accept students from another class being split among the other classes in the same grade level shall be paid one hundred dollars (\$100.00) to be shared equally among members accepting students. Any member who chooses to substitute during his/her conference/planning period shall be compensated at the rate of twenty dollars (\$20.00) per hour.

4. A member not able to be in school should call by 6:30 a.m. at the latest, so there is ample time to acquire a substitute.
5. A member that has been absent and will remain out the following day or days should call the school principal before school is out so the substitute teacher can be hired for the next day.
6. Lesson plans are to be available in the classroom for the substitute.
7. A substitute folder should be on file for every member in each building with the following items in the folder:
 - a. Location of lesson plans.
 - b. Class schedule with rooms and time periods and special duties.
 - c. Location of grade book and class and study hall rosters.
 - d. Seating charts or location of same.
 - e. Name of one or two reliable students in each class.
 - f. Provide instructions on special things:
 - 1) Hall passes.
 - 2) Fire drill & tornado evacuation procedure.
 - 3) Student health problems.
 - 4) Location of textbooks, A-V equipment.
 - 5) Restroom passes.
 - 6) Lunch dismissal.
 - 7) After school dismissal.
 - 8) Others.

F. Substitutes

The Board will employ substitutes. Substitutes will be arranged for only by the administrative offices.

G. Member Facilities

Each Building Advisory Committee shall annually discuss physical conditions within the building and make recommendations to the Superintendent by March 1.

H. Lunch Break

Each member shall have thirty (30) consecutive minutes of duty-free lunch time. If occasionally it is necessary to be away from the building, the building office personnel must be notified.

I. Professional Work Center

A work center/lounge for members shall be established or maintained in each building. Such work centers shall include a computer, a copy machine, all necessary supplies and materials for the copy machine, chairs, and tables. A phone will be provided in each work center/lounge for the use of members to place and receive in private calls related to their teaching responsibilities.

J. Classroom Materials Purchasing

Small incidental items (up to \$25 per year) which are needed by the classroom member may be purchased on the spot by the member provided Board funds are available. A sales slip stating the name of the vendor, the items purchased, and the cost must be obtained at the time of purchase and returned promptly to the building office so a covering purchase order may be drawn. The item should be charged if possible, otherwise paid in cash by the member. Tax cannot be paid by the Board.

K. Assigning Grades

Grades shall be due by 8:00 A.M. on the third school day following the end of the grading period.

At the end of each year, additional time will be provided to each elementary teacher to complete required test reports (for the Ohio Diagnostic Assessments and required Response to Intervention (RTI) paperwork, for example) and accompanying documentation required for state-required EMIS data to be placed in students' permanent record files. This time may be provided by early dismissals, late starts, and/or the use of substitute teachers. If such time cannot be provided during the regular work day, teachers shall be paid twenty dollars (\$20.00) per hour for up to four (4) hours for completing this paperwork.

The assigning of grades is the responsibility of the teacher, and infringement of this responsibility should be avoided when possible. If a building principal believes it necessary to change a pupil's grade in any subject at the end of a grading period, or the final grade for a year, the principal shall notify the teacher in writing of such change. A copy of this notification will be placed in the student's file.

L. Class Size/Class Load

1. The number of students assigned to a member for the purpose of instruction shall not exceed 26 in grades K-4 and 28 in grades 5-12. The daily instructional load shall not exceed 165 students in grades 7-12. Music classes are not limited by this provision.
2. The number of students assigned to a member for the purpose of instruction at the secondary level (7-12) shall be no more than 28 students per class; however, the facilities must be adequate to accommodate such a number of students, i.e., 28 separate work stations. Physical education and music are

not limited by this provision.

3. Secondary teachers shall not be assigned more than three (3) different preparations per day, unless the teacher agrees due to special circumstances. Music, art, and physical education are not limited by this provision. It is understood that combined level classes meeting during the same period will constitute one preparation for each level.
4. Students at all levels shall be assigned to available classrooms in an equitable manner within each building.

M. Competency and/or Standardized Testing Program for Students

A committee of members and administrators shall be formed annually to review and evaluate the testing program.

N. Access to Building

The Board agrees to permit necessary access to the building for bargaining unit members by making proper arrangements with the building principal.

O. Special Education

1. Factors in Determining Options

Regular education teachers working with special education students shall be provided necessary training, in-service programs, time for IEP, IAT and/or 504 Plan preparation, and professional assistance to enable the teacher to implement the student's IEP, IAT and/or 504 Plan. Intervention specialists shall receive four hundred dollar (\$400.00) stipends for excess time spent in the preparation of IEP/IATs and related meetings. In addition, teachers in grades K-12 shall receive a payment of twenty dollars (\$20.00) (including benefits) per IEP/IAT/504 Plan meeting attended outside the workday to a maximum district expenditure of four thousand five hundred dollars (\$4,500.00) per year. Such training, in-service programs, IEP, IAT and/or 504 Plan preparation time, and/or professional assistance shall be provided on release time. Teachers shall not be required to perform any medical procedures, except first aid, on a student or perform custodial care (i.e., diapering).

2. Special Education Class Load

When the teacher aide or intervention specialist is absent, reasonable attempts will be made to arrange for a substitute to perform his/her duties.

3. Documentation

- a. Regular education teachers shall be provided with a preliminary list of all students in their classes for the succeeding school year with IEPs,

IATs and 504 Plans as well as required accommodations, specialized equipment, and modifications no later than one (1) week prior to the first student day. Throughout the school year, regular education teachers shall be provided updates no later than forty-eight (48) hours after new plans are written and/or current plans are modified and approved/agreed upon.

- b. Regular education teachers with students on IEPs shall be given electronic access to the student's current IEP information that is necessary for them to do their job.
- c. All IEP/IAT/504 Plan team members shall be provided with ETR Reports, IEPs and other appropriate documents no later than forty-eight (48) hours prior to meetings to allow them to participate intelligently in ETR meetings, IEP meetings, and for the instruction of students.

4. Meetings

- a. Regular education teachers who have assigned to their class a student who has been identified as disabled under the Individuals with Disabilities Act (IDEA), other than speech, shall be part of the student's team which develops the student's Individualized Educational Plan (IEP), IAT, and/or 504 Plan for the subject area(s) identified within the IEP, IAT, and or 504 Plan and shall have direct input into the student's IEP, IAT, or 504 Plan for the appropriate subject area(s).
- b. If the bargaining unit member feels that the disabled student is not progressing satisfactorily or is creating an unfavorable educational climate in the regular classroom, the teacher should so advise the principal. The principal will call a conference of the child's IEP team.

In this article, when "504 Plan" is used it only refers to those 504 plans that contain an educational component.

- 5. Special education teachers assigned to a self-contained special education classroom shall only work in a self-contained setting. Additionally, the special education teacher shall not be assigned any duties or inclusionary classrooms unless the teacher agrees. One (1) educational aide shall be assigned to the self-contained classroom (this does not include any one-on-one aides). A special education teacher assigned to a self-contained classroom shall have the required licensure to teach all students assigned to the member. Special education teachers in a self-contained classroom shall be provided three hundred (300) minutes of planning time per week to address the unique needs of the students they serve.

P. Employment Practices

1. The Hillsdale Local Board of Education reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, and Association affiliation or official Association activity.
2. Wages, hours, and other terms and conditions of employment that impact upon a member(s) shall be applied uniformly to all members unless otherwise specified by a provision of this Contract.

Q. Local Professional Development Committee

A local professional development committee (LPDC) shall be established under the following guidelines:

1. The LPDC shall be composed of five (5) members, three (3) determined by the Executive Committee of the Hillsdale Education Association (HEA) and two (2) appointed by the Hillsdale Local Board of Education Superintendent.
2. If an administrative team member must appear before the Committee, the voting Committee will be reduced by two HEA appointees to a total of three voting members. The administrative applicant must request this reduction in writing.
3. The term of office of the LPDC members shall be five (5) years. For the initial operation year, terms shall be staggered so that only one (1) seat will become vacant during any year. For this purpose the HEA members' terms shall be for one (1), three (3) and five (5) years; the Superintendent's appointees shall have initial terms of two (2) and four (4) years. Vacancies shall be filled by appointment by the appropriate appointing authority.
4. LPDC members shall receive a stipend of one thousand dollars (\$1,000.00). The stipend will be payable in two payments during the months of December and June.
5. The district shall provide file storage facilities, office equipment, and clerical help as much as is practical.
6. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the State of Ohio.
7. Educational plans shall be submitted to the LPDC for approval. Any questions of the LPDC shall be submitted to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

8. The LPDC shall be responsible for:
 - a. The review and approval of Individual Professional Development Plans (IPDPS) of all district certificated/licensed employees;
 - b. The review and approval of all college credit, CEUs, or other equivalent activities;
 - c. The review of its own activities, procedures, and operations;
 - d. Encourage professional development activities, workshops, seminars, or other training sessions in cooperation with the Academic Council; and
 - e. The establishment of an appeals process for applicants who object to a decision of the LPDC. Decisions of the LPDC are not grievable.
9. An annual budget for the operation of the LPDC shall be funded to a level to adequately provide for the following:
 - a. Operation expenses, including supplies and training for LPDC members;
 - b. Stipends for Committee members of the LPDC; and
 - c. Funds for professional development of district staff.

R. Resident Educator Mentoring Program

1. Program Intent

It is the intent of the Resident Educator Program to provide participants with assistance and mentoring in those areas determined as necessary implemented in accordance with Ohio Department of Education (ODE) guidelines. Mentors should be considered as colleagues in whom participants may confide, seek knowledge or ask for assistance. Interaction should be conducted informally.

The Resident Educator Program shall not replace the Teacher employment evaluation program. Employment evaluation remains the responsibility of the building principal.

2. Mentors

a. Selection and Assignment Process

- 1) Prior to the beginning of the school year, the Superintendent will issue a general posting soliciting applicants to be mentor teachers.

- 2) Members may indicate their interest to the posting in writing to the Superintendent or designee.
- 3) The final selection and assignment will be made jointly by the HEA President and Superintendent.
- 4) The mentor teacher and resident educator shall be from the same subject/grade level/building whenever possible.
- 5) One mentor teacher shall be assigned to each resident educator whenever possible.
- 6) The mentoring assignment is a one-year assignment.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least three (3) consecutive years to be eligible to serve as a Mentor, and, in addition, all Mentors must have current Ohio Resident Educator Program training. The Board shall assume the cost of any training as well as provide release time to attend such training if required.

c. Compensation and Workload

A stipend of \$1000 per year will be paid to all Resident Educator Mentors, payable twice yearly during the months of December and June for each year. The Mentor shall be assured of adequate time during the work day to meet with the assigned Resident Educator. If a Mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

3. Lead Mentor

a. Selection and Assignment Process

- 1) Prior to the beginning of the school year, the Superintendent will issue a general posting soliciting applicants to be the Lead Mentor.
- 2) Members may indicate their interest to the posting in writing to the Superintendent or designee.
- 3) The final selection and assignment will be made by the Superintendent.
- 4) The assignment is a one-year assignment.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least five (5) consecutive years to be eligible to serve as the Lead Mentor and must have current Ohio Resident Educator Program training. The Board shall assume the cost of any training as well as provide release time to attend such training if required.

c. Compensation and Workload

A stipend of \$1,500 per year will be paid to the Lead Mentor, payable twice yearly during the months of December and June for each year. If the Lead Mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

4. Confidentiality

All interaction, written or verbal, between the Mentor Teacher and the Resident Educator shall be regarded with confidentiality, and shall not be used by either the Board or the Association in termination or non-renewal actions, unless the matter involves illegal and criminal activities.

5. Resident Educators

a. Workload

The Resident Educator shall be given adequate time during the work day to meet with the assigned Mentor. The Resident Educator is required to attend Resident Educator Professional Development with all costs paid by the Board.

b. Protection

During the first six weeks of the mentor/resident educator relationship, the resident educator may make a request to the HEA to work with a different mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated. Both Mentors shall receive a pro-rated share of the former Mentor's supplemental salary.

S. Student Detention

Student detention for K-12 shall be provided on an after-school and/or Saturday basis. Teachers who utilize after-school and/or Saturday detentions for discipline, and any other teacher(s) who request of his/her building principal to be included in the rotation, shall participate in supervising detentions on a rotating basis and be compensated at the rate of twenty dollars (\$20.00) per hour for time actually worked. On a yearly basis, the Association and Administration shall meet and agree upon a schedule for such detentions, up to a maximum of eight

(8) hours per week.

T. Communications Forum

1. Regular meetings between the Board and Association shall be scheduled and convened to discuss matters of mutual concern. Specific grievances shall not be discussed, nor shall the meetings be considered bargaining sessions. Meetings shall be scheduled on a mutually convenient date and time, but will be conducted not less than on a per semester basis. Committee meetings are not intended to replace informal communications between the Board and the Association and/or their representatives.
2. A committee consisting of three (3) representatives shall constitute the Board Committee. A committee consisting of three (3) members of the bargaining unit shall constitute the Association Committee.
3. The Board shall arrange for training of all committee members in collaborative problem solving, if needed. Bargaining unit members will be released from their regular duties for this training, but will not receive additional compensation for the additional personal time required for these trainings/meetings.

U. Electronic Alternative Learning

The Board would like to provide an Electronic Alternative Learning program within the District as an educational credit option for students on long-term absence, suspension or alternative-to-expulsion and students who are working on credit deficiencies or make-up work outside the school day only.

1. The posting of positions and selection of teachers for Electronic Alternative Learning shall be done in accordance with the Negotiated Agreement Article VII, Section A(2).
2. If a teacher who applies is currently teaching the subject within the District, he/she will have preference over other applicants and shall be offered the position first.
3. If there are no qualified internal candidates or no one on staff applies for the posting, the District may search for a qualified candidate outside of the bargaining unit.
4. The assignment of Electronic Alternative Learning positions shall not be involuntary.
5. Electronic Alternative Learning assignments shall not be used for the Teacher Performance portion of the evaluation procedure.
6. Students enrolled in Electronic Alternative Learning assignments shall have Student Growth Measures removed from the Teacher of Record total

scores when compiling data for evaluation purposes.

7. Payment shall be \$250 per student per full year course payable in two parts (i.e. 50% at end of semester one and 50% at end of semester two) and \$125 per student per semester course payable at the end of the semester.
8. Payment shall be treated as supplemental pay and be counted toward retirement with all applicable STRS, state, and local taxes deducted.
9. There shall be no Reduction in Force under Article VII, Section G that results from Electronic Alternative Learning.
10. For current students enrolled in Hillsdale Local Schools, Electronic Alternative Learning shall not be used as an alternative to attending scheduled courses within the school.

V. Student Discipline

When a member makes a written referral of a student to an administrator regarding a disciplinary problem, said administrator shall make a written response concerning the resolve or tentative resolve or a verbal status update to the member no later than five (5) school days from the dated referral.

W. Master Teacher Committee

1. Purpose

A Master Teacher Committee shall be established for the purpose of designating members in the District as a Master Teacher.

2. Composition

The Master Teacher Committee shall be comprised of eight (8) members: six (6) teachers, at least one from each building, who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Three (3) of the teachers shall initially serve one-year terms, and three (3) teachers will initially serve a two-year term. One (1) administrator will initially serve a one-year term, and one (1) administrator will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be re-appointed to successive terms.

3. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Article IV. The Committee will be provided with storage space for its records and work.

4. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid twenty dollars (\$20.00) per hour for hours spent outside the teacher work day. There shall be a cap of twenty-four (24) hours per year outside of the teacher workday for each Association member on the Committee. Any additional hours beyond this cap must be approved by the Superintendent.

X. Administrative Hiring Committee

When an administrative position is posted, the HEA may appoint one (1) representative to observe the process and provide input, with the final decision reserved to administration.

Y. Hiring Process Bargaining Unit Positions

The HEA may appoint two representatives to observe the hiring process of new bargaining unit members and provide input, with the final decision reserved to administration.

Z. Credit Flexibility Program

1. The Superintendent shall review all student requests for all types of Credit Flexibility.
2. No teacher shall be required to serve as a teacher of record. The teacher of record must be certified in the subject area for which flexible credit is sought. If no District employee wishes to accept the assignment then an outside instructor may be approved as a Credit Flexibility instructor by the

Superintendent.

3. Members shall be emailed about current Credit Flexibility teacher of record openings and shall reply to the Superintendent if interested in applying for the opening. Bargaining unit members designated as teacher of record will be responsible for grading credit flexibility options and shall establish the passing grade required to receive credit.
4. Bargaining unit members who are the teacher of record for students with credit flexibility options shall not have this work used as part of their evaluation under either OTES or SGM.
5. No reduction in force (RIF) of bargaining unit members shall result from student use of credit flexibility.
6. Teachers of Record will be paid \$20.00 per hour (up to \$250.00 per student per course) for work that occurs outside of the school day for Credit Flexibility Options.

AA. Building Advisory Committee

1. Each building shall have a Building Advisory Committee composed of one (1) representative from each department or grade level and the building principal.
2. The committee shall meet at least once a month during the school year. It will not be necessary to meet if there is unanimous agreement that no need exists.
3. The primary functions of the building advisory committees are to discuss building operations and any item(s) of interest and/or concern and to seek to provide appropriate solutions.
4. The Building Advisory Committee shall also annually develop instructional technology needs for each building, develop a plan for technology upgrades and present the plan to the Superintendent.
5. The committee will determine its operating process, which shall include distributing agendas and minutes to all faculty members.
6. The Committee in each building is to have the opportunity to review the entire drafts of the student handbooks each year before submission to the Board for approval.

BB. College Credit Plus Courses

1. The instructional preparation for and teaching of courses offered through the College Credit Plus ("CCP") program shall be deemed bargaining unit work and shall be offered to the bargaining unit members in accordance

with the Assignment, Vacancy, and Transfer provisions of this Agreement (Article VII, Section A). If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP program, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members.

2. No bargaining unit member shall be required to participate in the CCP program.
3. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.
4. Prior to the beginning of each course, all bargaining unit members who participate in the CCP program shall be provided at least one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instructor, if required by the IHE. The bargaining unit member shall be paid according to Article V(E) for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for mileage.
5. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as a result of the District's participation in the CCP program.
6. CCP instructors will be paid a stipend of \$500 per semester course, if it places the teacher in the position of having a fourth (4th) prep. The payment will be included in the staff member's regular paycheck.
7. Each CCP course's class size shall be governed by the class size limits of this Collective Bargaining Agreement.
8. The co-seating of CCP and non-CCP students in a class where college credit is being granted will be by permission of the instructor.
9. No bargaining unit member shall be required to maintain or report attendance data for any CCP student that is not under their supervision.
10. Guidance counselors covered under this Agreement shall not be required to complete any work that is typically handled by the IHE including grade reporting or transcript creation for the IHE.

CC. Travel Time

Bargaining unit members required to travel between school campuses during the work day shall be given twenty (20) minutes of travel time for each trip. This shall be in addition to the conference time provided for in Article VIII, Section B.

DD. Staff/Teacher Meetings

Bargaining unit members with assignments in more than one (1) school building shall only be required to attend staff/teacher meetings in the building where their evaluating supervisor works.

ARTICLE IX - ASSOCIATION RIGHTS

The Association shall be the sole and exclusive organization representing members of the bargaining unit and as such shall have the following rights and privileges:

A. Upon request, the Superintendent will provide the Association with a list of all new bargaining unit members by August 1 of each school year, or as soon as possible for those teachers employed after August 1.

B. Payroll Deductions

Certificated members who wish to have their professional dues deducted from their pay may do so by giving the Treasurer of the Board written authorization. These deductions will be limited to regular annual dues of the National Education Association, Ohio Education Association, the North Central Ohio Education Association, and the Association. Such deductions for dues shall be withheld from ten (10) consecutive payrolls and shall start with the first payroll in October.

Dues retained shall be forwarded to the Treasurer of the Association in monthly payments, each such payment to be made within a reasonable time following the deduction. The name of the person to whom the check is to be delivered will be furnished to the Treasurer by the Association.

Teachers may also elect to contribute through payroll deduction to the Fund for Children and Public Education (FCPE) which will be deducted in twelve (12) equal installments and shall begin with the first pay period in March. The HEA shall provide the Board Treasurer the authorization forms by February 1 of each school year. This provision will be implemented once ten (10) members of the Association have signed up for this deduction.

C. Notices/Mail/Announcements

The Association shall have the right to post notices of its activities and business on bulletin boards located in teacher lounges or work area, but not in classrooms.

The Association may use mailboxes for communications to members. The Association may make announcements at faculty meetings with the approval of the principal.

D. School Equipment

The Association shall have the right to use audio-visual and/or duplicating equipment provided all costs incurred therewith are paid for by the Association. Association use of school equipment shall not interfere with school use. The building principal must approve any Association use that involves a cost.

E. Board Meetings

The Association shall be notified of all Board meetings as much in advance as possible. The Association President shall receive a copy of the agenda with attachments and the minutes for each Board meeting. The Association shall be permitted to speak at the Board meeting in accordance with the rules governing members of the public.

F. Building Use

The Association and its representatives shall have the right to use school buildings upon request and approval from the administrator at all reasonable hours in accordance with the Board's building use policy.

G. Right to Representation

A member may request the presence of an Association representative at any meeting with the Administration/Board where disciplinary action may be the result of that meeting or where there is/are concern(s) about critical aspects of his/her job. Upon such request, said meeting shall be reasonably delayed, due to the unavailability of an Association representative for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association representative" shall mean a building representative, an officer of the Association or such representative as the member deems necessary.

H. Fair Share Fee

1. Right to Fair Share Fee

a. Payroll Deduction of Fair Share Fee

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

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than 100% of the unified dues to the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

c. Schedule of Fair Share Fee Deductions

1) All Fair Share Fee Payers

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a) Sixty days' employment in a bargaining unit position which shall be required probationary period or

b) January 15.

2) Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09 (c) of the Revised Code and that a procedure challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal Laws and the

Constitutions of the United States and the State of Ohio.

f. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Association.

2. Indemnification of Board

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

- a) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b) The Association shall reserve the right to designate counsel to represent and defend the employer;
- c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE X - REHIRING RETIRED TEACHERS

- A. All rehired retired teachers shall be employed on one (1) year limited contracts, which shall automatically non-renew at the end of the school year without the need for Board action. A rehired retired teacher is not eligible for a continuing contract regardless of years of employment with the Board.
- B. A rehired retired teacher is not eligible for tuition reimbursement under Article V, F.
- C. The Board will pay 80% of the health care premium, with the rehired retired teacher paying 20% of the premium. Life insurance shall be provided as per Article V, C., 5.

- D. Rehired retired teachers will begin with zero (0) days of accumulated sick leave. They will be eligible to accumulate sick leave days and be eligible for personal leave days as provided in the negotiated agreement. Rehired retired teachers shall be eligible for the attendance incentive under Article VI, H, but may not carry any days over.
- E. The Board retains the right to re-employ retired teachers. The Board will make this determination on a case-by-case basis.
- F. A teacher retired under STRS who is employed by Hillsdale Schools is not entitled to any severance payment.
- G. A rehired retired teacher shall not accumulate seniority.
- H. A rehired retired teacher is not eligible to bid on any other bargaining unit position.
- I. A rehired retired teacher may be offered a supplemental contract position after the bid process contained in Article VII, B. 5 has been exhausted.
- J. Notwithstanding their years of experience, rehired retired teachers shall be placed on step 7 of the salary schedule at the appropriate column, up to a maximum of the Master's degree. Rehired retired teachers shall not advance beyond step 7 if re-employed in subsequent years.
- K. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Sections 124.39, 3313.202, 3317.13, 3317.14, 3313.53, 3319.08, 3319.11, 3319.111, 3319.12, 3319.141, 3319.17, Chapter 3307, and all other applicable laws.
- L. All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all rehired retired teachers unless expressly stated otherwise above.

ARTICLE XI - DURATION OF AGREEMENT

The terms and conditions of this contract shall be effective on July 1, 2017 and shall remain in full force and effect until June 30, 2020 at which time it shall expire.

The terms and conditions as set forth in this contract indicates the understanding that exists between the parties to this contract; however, it is further agreed that nothing contained in said contract should be interpreted to deny the Association or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

All provisions and appendices of the previous Contract that were not made a subject of bargaining by either the Board or the Association shall automatically become a part of the new successor Contract.

No reprisal Clause. In consideration of the Association agreeing that the striking bargaining unit members employed by the Board of Education will return to work on the first working day following ratification of the agreement by the parties (Association and Board of Education shall be referred to collectively as "parties"). The parties hereto agree as follows:

- A. There shall be no reprisals of any kind against the Association, its officers, members, agents or against any employees, parents or students for any action or activity by or failure to act occurring during the strike from November 27, 1995 to and including December 7, 1995 or related in any way to said strike by the Board of Education as individuals or in a collective body or by any administrator, other person employed by the Board of Education or any agent of the Board of Education.
- B. The Association agrees that neither it nor any of its members, officers or agents shall intimidate, coerce or harass any employee, servant or agent of the Board of Education for their non-participation in the strike.
- C. Without limiting the general nature of the aforementioned no reprisals agreement, it is further agreed that following the strike, no employee shall be deprived of any economic, professional or other employment advantage as a result of the employee's participation in the strike or in activities related in any way to the strike.
- D. Nor shall the Association, its officers, agents, or members take any reprisals against the Board of Education or its members in any manner as outlined through A, B, and C, above.

In Witness Whereof, the parties executed this contract at Jeromesville, Ohio on the ____ day of _____, 2017.

For the Hillsdale Local Board of Education

For the Hillsdale Education Association

By Vella J. King
Date 4/18/2017

By [Signature]
Date 4/18/2017

and

and

By [Signature]
Date 4/18/2017

By [Signature]
Date 4/18/2017

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

GRIEVANCE REPORT FORM
(TO BE FILED IN TRIPLICATE)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

STEP ONE
(SUBMITTED TO BUILDING PRINCIPAL)

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance:

2. Relief Sought:

C. _____
Signature of Aggrieved _____ Date _____

D. Disposition by Principal:

Signature of Principal _____ Date _____

STEP TWO
(SUBMITTED TO SUPERINTENDENT)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition by Superintendent (or Designee)

Signature of Superintendent or Designee _____ Date _____

HILLSDALE TEACHERS ASSOCIATION
JEROMESVILLE, OHIO

WAIVER OF REPRESENTATION RIGHTS

By my signature, I hereby state that I choose not to be represented by the Hillsdale Education Association or HEA representative or other Association representative in my grievance initiated _____(date) concerning _____

_____.
I hereby give notice to the Board and to the Association of this choice.

Signature

Date

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

Personal Day Reimbursement Form

Bargaining unit members will be compensated at the rate of one hundred dollars (\$100.00) per day for each day of personal leave not used within the student school year.

Members may accumulate a maximum of four (4) days total per year.

Any requests for compensation after June 15th will not be fulfilled.

I have _____ personal days left after the end of the school year.

_____ I would like to get reimbursed for _____ day(s).

_____ I would like to carryover one day.

Thank you,

Signature

Date

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

APPLICATION FOR LEAVE OF ABSENCE

Name _____ Date _____

School or Department _____

I hereby request a leave of absence without pay beginning

_____ ending _____
Month Day Year Month Day Year

for the reason checked below:

_____ Illness*

_____ Maternity/Paternity*

_____ Other Disability*

_____ Other (Please Specify)

The applicant is advised to examine and comply with applicable provision of the negotiated agreement before submitting such application.

Other required information: _____

*Without pay (insurance continues by submitting premium to Treasurer)

Applicant's Signature

_____ Approved _____ Disapproved

Superintendent
(Per Board of Education Resolution)

Board Resolution Number _____

over

B. Leaves of Absence

A member 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 a maximum of two (2) consecutive school years. Upon written request, the Board may grant an extension for up to two (2) additional school years.

A written application must be made to the Superintendent at least thirty (30) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.

Members who take any leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

Members who take leaves under this provision, for reasons other than illness or their disability, must notify the district of their intent to return from leave. Leaves taken for a full year or first semester, must provide notification by April 15, leaves taken for second semester must provide notification by November 1.

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to two (2) years after the child is born or custody is received.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable. A member may elect to use sick leave or personal leave for the purposes of FMLA, provided that use falls within the definition of Article VI, A.

Maternity/paternity leave shall be provided for a maximum of six (6) weeks immediately following the birth of a child. In order for maternity/paternity leave

to be extended beyond this six (6) week period, the member will need:

- a. a leave of absence,
- b. a physician's note to qualify for sick leave, or
- c. qualify for FMLA leave.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody.
- b. Date requested leave is to commence.
- c. Date member expects to return to service.
- d. Name of physician or adoption official.

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days, if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

RECORD OF TEACHER PERFORMANCE

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ School _____ Grade _____
Subject _____ Date _____

I. PROFESSIONAL ATTITUDE

1. Exhibits a commitment to teaching as a profession. 2. Demonstrates intra-staff loyalty and respect for the opinions of others. 3. Carries a fair share of out-of-class responsibilities. 4. Shows interest in school-related activities. 5. Accepts personal responsibility for compliance with rules and regulations.

COMMENTS:

II. CLASSROOM MANAGEMENT

1. Maintains classroom in a manner conducive to learning. 2. Encourages students to develop wholesome behavior patterns. 3. Shows evidence of management skills by attention to details and prompt fulfillment of assignments. 4. Works effectively with classroom as a unit, as groups or as individuals. 5. Makes daily and long-range plans.

COMMENTS:

III. INSTRUCTIONAL PROCEDURES

1. Demonstrates knowledge of subject matter of courses taught. 2. Provides for individual differences. 3. Uses appropriate materials and follows course of study. 4. Demonstrates ability to motivate students. 5. Demonstrates skill in asking questions; and in using pupil response, interests, and contributions of students. 6. Gives clear instructions and assignments.

COMMENTS:

IV. COMMUNICATIONS

1. Shows interest in community activities. 2. Interprets school programs and policies to the community. 3. Communicates effectively with parents.

COMMENTS:

V. PERSONAL CHARACTERISTICS

1. Dresses appropriately for activities concerned. 2. Speaks effectively. 3. Is physically able to perform teaching duties. 4. Demonstrates sound emotional adjustment. 5. Shows evidence of tact and good judgment. 6. Accepts criticism gracefully.

COMMENTS:

VI. ADDITIONAL COMMENTS BY EVALUATOR

(Comments may be attached on a separate sheet if wished.)

VII. COMMENTS BY MEMBER

(Comments may be attached on a separate sheet if wished.)

The member's signature indicates that all phases of the appraisal have been conducted with the full knowledge of the teacher, and does not necessarily indicate agreement with the contents of the completed form.

Member's Signature _____ Date _____

Evaluator's Signature _____ Date _____

PLAN FOR TEACHER IMPROVEMENT

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ School _____ Grade _____

Subject _____ Date _____

SPECIFIC AREA TO BE IMPROVED

The area or areas to be improved shall be discussed by the member and evaluator and then clearly and carefully defined.

SPECIFIC PLANS FOR IMPROVEMENT

The method or program by which the improvement will be accomplished should be agreed upon by the member and evaluator.

DATES

The member and evaluator will set several specific dates to aid in the facilitation of this program.

1. When the program will begin
2. Date or dates to discuss the progress of the program
3. One or more planned observations should be made by the evaluator
4. Cooperative evaluation of teacher's improvement

EVALUATION OF TEACHER IMPROVEMENT

An end result of this planned program for teacher improvement should be an honest evaluation by both the evaluator and the member. (Has improvement been demonstrated by the member? Was the program adequately designed to meet the goal? etc.)

EVALUATION BY MEMBER

- _____ Program was successful
- _____ Program was moderately successful
- _____ Program was not successful

COMMENTS:

EVALUATION BY EVALUATOR

- _____ Program was successful
- _____ Program was moderately successful
- _____ Program was not successful

COMMENTS:

SUGGESTIONS FOR CONTINUED IMPROVEMENT IN THIS AREA

Suggestions may be made by both the member and evaluator.

The member's signature indicates that all phases of the form have been conducted with the full knowledge of the teacher.

Member's Signature _____ Date _____

Evaluator's Signature _____ Date _____

RECORD OF TEACHER PERFORMANCE
SUPPLEMENTAL RESPONSIBILITIES

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ School _____

Activity _____ Date _____

I. Areas of Satisfactory Performance

Areas of the particular job responsibility that are being performed in a satisfactory manner are to be indicated below.

II. Specific Area(s) Where Improvement is Required

The area(s) to be improved shall be discussed by the member and the evaluator and then be clearly and carefully defined. If no area(s) for improvement are identified, this should be so noted.

III. Specific Plans for Improvement

The method or program by which the improvement will be accomplished should be agreed upon by the member and evaluator. This program for improvement should be directly related to the area(s) identified in Section II above. (Additional pages may be used.)

IV. Status of Previously Identified Area(s) for Improvement

The evaluator, as a result of follow-up observations, should note the status of the program of improvement, i.e., satisfactorily completed, program to continue, program partially completed, etc. It is necessary that the involved member have a clear understanding of what remains to be accomplished or that the program has been satisfactorily concluded.

V. Evaluator's Recommendation (when appropriate)

- _____ Performance meets District Standards
- _____ Performance meets District Standards - Program for Improvement (Section IV above) should be continued
- _____ Performance does not meet District Standards

VI. Comments by the Member

The member's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher, but does not necessarily indicate concurrence with the content of the evaluation.

Member's Signature _____ Date _____

Evaluator's Signature _____ Date _____

HILLSDALE LOCAL SCHOOLS
SEVERANCE PAY FORM

(employee name) _____^{*}
(date)

I hereby certify that, having ten (10) or more years of Ohio public service and with the District, I elected to retire from teaching service effective _____ and request severance pay in accordance with Article (V)(A)(6) of the Contract.

Select ONE:

- _____ I direct my severance payment to be sent to me; or
- _____ I direct my severance payment to be sent to my annuity company as soon as it becomes available for payment to me.

My annuity company(s) is: _____ 403-B or 457

_____ 403-B or 457
(Please consult with your annuity company about your options)

I will make arrangements with my annuity company to have them get the proper paperwork to the Treasurer's Office of Hillsdale Local School at least 30 days before I terminate my employment.

The new deduction authorization will be marked "for severance payment".

If this paperwork is not in the Treasurer's Office before I terminate my employment with Hillsdale Local School, I understand I lose my ability to defer any and/or all of my severance payment. I understand it is my responsibility to make sure my annuity company gets the paperwork to the Hillsdale Local School Treasurer's Office.

Signature

*Form must be dated before employee terminates employment.