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MASTER AGREEMENT

between the

Hilliard City School District Board of Education

and the

Hilliard Education Association*

*Affiliated with the Ohio Education Association/National Education Association

July 1, 2021 through June 30, 2024

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ARTICLE 1

RECOGNITION

The Hilliard City School District Board of Education, hereinafter referred to as "the Board" recognizes the Hilliard Education Association OEA/NEA, hereinafter referred to as "the Association", as the sole and exclusive representative of all regular full-time and part-time licensed/certificated employees except for those licensed/certificated employees identified in Appendix E. Any disagreement regarding the inclusion or exclusion of a new position shall be decided through a joint request for unit clarification to the State Employment Relations Board.

ARTICLE 2

NEGOTIATIONS PROCEDURE

A. 1. Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as a waiver of the right provided in Section 4117.14 (D) (2) of the Ohio Revised Code.

2. The scope of bargaining by and between the Board and the Association shall be related to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

B. ***Negotiations Procedure***

1. The collective bargaining representatives of each party shall consist of no more than five (5) individuals.

2. In keeping with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written notice of such desire upon the other party. The initiating party must serve the notice not later than March 1 of the year in which the collective bargaining agreement expires and will notify the State Employment Relations Board (SERB) by serving upon SERB a copy of the notice and a copy of the parties' existing Agreement.

3. Within fifteen (15) days of receipt of the notice, the parties shall meet and submit full proposals in writing for consideration. No additional items may be added at future meetings without mutual consent.

4. All the terms and conditions of the existing collective bargaining agreement shall continue in full force and effect, without resort to strike or lock-out until the expiration date of said Agreement, or the expiration of any mutually agreed upon extension.

5. Those Articles in an existing collective bargaining agreement which are not proposed to be modified or terminated by either party, shall become a part of the successor collective bargaining agreement.

C. ***Negotiations Process***

1. All negotiating meetings shall be closed to the public and news media. All proposals and counterproposals between the Board and the Association, tentative agreements on individual items, and all notes and minutes taken during the confidential negotiations shall be private communications, not public records. Neither the Board, individually or collectively, or its agents, nor the Association, individually or collectively, or its agents, shall share any documents referred to in this paragraph before, during or after the negotiations process, to any member of the public.

2. The Board shall furnish to the Association, upon reasonable request, existing information which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school District. The Association shall furnish to the Board's negotiating representatives existing information that would assist the Board in analyzing Association proposals. After the initial negotiations session, all requests for information should be coordinated through the respective spokespersons.

3. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the spokesperson of each party.

4. When an Agreement is reached on all issues, each party's representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall supersede any Board policy, rule, or regulation that may conflict with any term or condition of the Agreement.

5. The Board and the Association may admit up to three (3) observers to negotiation meetings. The parties can mutually agree to admit additional observers. Observers are to retain the confidentiality of the negotiations process.

D. ***Inability to Reach Agreement***

1. If on June 1, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall utilize the services of the Federal Mediation and Conciliation Service (FMCS).

2. If mediation fails to produce an agreement, within five (5) days after expiration of this Agreement, then the Association in keeping with Section 4117.14 (D) (2) of the Ohio Revised Code may give a ten (10) day written notice of its intent to strike to the Board and SERB.

ARTICLE 3

ASSOCIATION RIGHTS

A. The Association President, or his/her designated representative, may be allowed to use school buildings to conduct meetings provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed.

B. The Association President, or his/her designated representative, may transact official business on school property provided that it does not interfere with or interrupt normal school operations.

C. Association representatives may use school equipment normally used by bargaining unit members provided that such use does not interfere with or interrupt normal school operations. Other equipment may be used with the approval of the administrator responsible for such equipment. The Association and the Association representative shall be responsible for any damages caused to the equipment while in their possession. The use of school equipment shall be in accordance with the appropriate building procedures. The Association shall reimburse the Board for the cost of any supplies it uses.

D. The Association agrees to reimburse the Board for any damages to equipment caused by or during Association use of Board property or equipment. The Association further agrees to be responsible for any injuries caused by negligent Association use of Board property or equipment.

E. The Association may use designated bulletin board space in every school building to post and remove notices of Association activities and matters of concern. Association representatives shall have access to such bulletin board space and the right to post and remove notices of Association activities and matters of concern on such boards. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall not be deemed a violation of this provision.

F. Association representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Association shall be responsible for all materials as to quantity and content. The Association shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the school District. Distribution of a notice of a legal strike shall not be deemed a violation of this provision.

G. With as much advance notice as possible, the Association President or his/her designee shall be notified of the time, date, and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with or as soon as possible after such notification.

H. At the conclusion of building staff meetings and District-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association President to the Superintendent/Designee, the Association President or his/her designee may address the staff at the first District staff meeting of each school year.

I. The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later than September 30 of each school year or within five (5) days of any request by the Association President.

1. Name

2. Home address

3. All phone numbers provided to the District

4. Work site

5. Grade level or assignment

6. Date of hire

7. Seniority date

8. Full time equivalent (FTE) status

9. Employment Status (e.g. limited contract, continuing contract)

10. An indication of whether the bargaining unit member is participating in payroll deduction of Association dues

J. The Association President or his/her designee shall be provided copies of the following information/data:

1. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).

2. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board Treasurer.

3. A copy of the Proposed Budget when distributed in the Board agenda.

4. A copy of the Official Budget when adopted by the Board.

5. A complete copy of the Treasurer's Fiscal Year-End Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous fiscal year.

6. A copy of training and experience grids for bargaining unit members paid from the regular teachers' salary schedule.

7. Existing information on bargaining unit members paid on an hourly rate and on the supplemental salary schedule.

8. Available information on contract status as submitted to the Board at the April Board meeting.

9. Class size information as it exists as of October 15.

10. Board Agenda and Treasurer's Report inclusive of all exhibits and addenda, except those items that are confidential in nature.

K. Bargaining unit members may authorize the Board to make payroll deductions, at no cost to the member or the Association, for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board Treasurer on or before October 1 of any year the member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a member, it shall be the responsibility of the Association to make such refunds. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise

from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

2. The deductions shall be made in twenty-two (22) equal installments (small variance first month acceptable) beginning the month of October and ending the month of August. All money so deducted shall be remitted twice monthly to the Treasurer of the recognized organization.

3. If a bargaining unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board Treasurer receives notification of such revocation. Should a member elect to cease payroll dues deduction the Board shall notify the Association of such, prior to ceasing payroll deduction.

4. Following completion of each deduction, the Board Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Hilliard Education Association." A list of the bargaining unit members for whom the deductions were made will be included with the first check showing the amount deducted for each member. The Association shall be notified of any subsequent changes.

5. The Association shall provide the Board Treasurer a list of those bargaining unit members who have authorized payroll deduction, the amount to be deducted for each member, and any new authorization forms received by the Association. This shall be done no later than October 1, each year.

6. The Association will promptly transmit any authorization from bargaining unit members hired after October 1 to the Board Treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board Treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual member has remaining in his/her pay plan for that contractual year. Current bargaining members submitting new authorizations must do so no later than October 1 (November 1 for tutors) each year.

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

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

L. Negotiations, grievance hearings and/or other meetings between the Board and the Association representatives shall be conducted outside the work day to the extent possible. If the Board and Association representatives agree to meet during working hours, the Association representatives shall suffer no loss of pay or benefits as a result of their participation in the meeting.

M. A bargaining unit member who is on a committee or is an official of the Association, OEA, and/or NEA may be released for up to five (5) days per year with pay to attend state or local association professional meetings. No more than a total of thirty (30) days of Association Leave per year may be taken by members of the bargaining unit, except in a year of contract negotiations the number shall be increased to fifty (50) days. No more than three (3) members in any elementary or sixth grade school, five (5) in any middle school, and five (5) in any high school may take leave on a given day unless approved by the Superintendent/Designee. Application for the leave shall be submitted to the Superintendent/Designee at least five (5) school days in advance of the day for which released time is requested. The Superintendent/ Designee may waive this requirement in an emergency. The member shall submit proof of attendance upon the member's return. Any expenses incurred shall be the responsibility of the member

N. The Association President shall be entitled to full time release. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which he/she would have been entitled if working full-time; however, the Association shall reimburse the Board by the end of each semester for the actual costs of the President's replacement resulting from the release time during that semester. The individual entitled to release time shall not be changed during a school year except as the result of a change in the Presidency due to an Association election. The Association President shall meet with the Superintendent/Designee and the building principal not later than June 1 of each year to determine the schedule of the release time. Any extended time, supplemental contract position, or stipend position held by the Association President shall not be subject to the release time provisions of this Section.

O. Any bargaining unit member subject to the provisions in M and N above, shall suffer no loss in salary or benefits for such service. In addition, Association leaders shall be entitled to be paid by the Association as per the Association's internal procedure for service to the Association. Any compensation that an Association member receives from the Association for such service shall be subject to the provisions of Ohio Administrative Code Rule 3307-6-01.

Upon written request of the Association, Association Leaders shall be paid under the provisions of Article 31 Supplemental Salaries, and Appendix G, for performing work for the Association and/or an affiliate of the Association. The request shall include names(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. Any employee so assigned shall be paid a supplemental salary for Association leadership in an amount so designated by the Association. The Association or affiliate shall reimburse the Board for the supplemental pay and for the Board's share of retirement contributions for each such Association Leader within thirty (30) days upon the receipt of an itemized statement from the District's Treasurer. To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by 250 days.

P. The Association shall be provided 2.5 hours on the last day of induction to communicate with newly hired bargaining unit members. The date and time of such communication shall be mutually agreed upon by the Association President and Superintendent/Designee not less than ten (10) calendar days prior to induction week.

Q. Consistent with law and as set forth below, the Board will not discriminate in employment, the application of any provisions of this Agreement, or by Board Policy on the basis of:

- Age
- Ethnicity

- National Origin
- Disability
- Religion
- Gender
- Gender Identity
- Sexual Orientation
- Marital Status
- Military Status
- Political Affiliation
- Union Membership and/or protected activity

R. The above Section Q is subject to the grievance procedure appearing in Article 19 of this Agreement. However, in the interest of precluding a Grievant from asserting a claim of wrongful discrimination in multiple forums, it is further understood and agreed that the Association will not pursue an appeal to arbitration (Level Five of the grievance procedure) to a hearing (1) if the Grievant has exercised his/her right to pursue such claim of discrimination in any other forum (administrative, judicial, or otherwise), or (2) the limitations period within which the Grievant may pursue such a claim in another forum has not run out (in which case scheduling an arbitration hearing will be held in abeyance until the limitations period runs out). It is also understood that this provision is solely applicable to the above Section Q.

ARTICLE 4

B0ARD RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the District organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine overall methods, process, means, or personnel by which school District operations are to be conducted including the establishment of courses of instruction, selection of textbooks and other prescribed teaching materials;

5. Suspend or terminate for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;

8. Effectively manage the work force including the determination of class schedules, hours of instruction, and the duties, responsibilities and assignments of bargaining unit members;

9. Take actions to carry out the mission of the District.

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

C. The enumeration of Management Rights in this Article is not intended to create management authority that does not otherwise exist under state or federal law.

ARTICLE 5

SUPERINTENDENT'S ADVISORY COMMITTEE

A. To improve instruction and the educational climate in the District, a Superintendent's Advisory Committee shall be established.

B. The Committee shall be composed of the following:

1. Superintendent

2. Association President

3. Board member appointed by the Board

4. One (1) bargaining unit member representative from each building

5. Central Office Administrator appointed by the Superintendent

6. Two (2) elementary principals appointed by the Superintendent

7. Two (2) secondary principals appointed by the Superintendent

C. Bargaining unit member building representatives shall be selected by the building principal and the certificated staff in the building.

D. The committee shall meet at least once a month during the school year. It will not be necessary for the committee to meet if there is agreement that no need exists. Agreement between the Superintendent and the Association President must be reached no later than three (3) school days prior to the regularly scheduled monthly meeting. The committee shall be advisory in nature. The Superintendent shall notify the committee of all meeting cancellations.

E. The agenda shall be developed by the Superintendent, in consultation with the Association President.

F. Items for the agenda may be presented by members of the committee (those members listed in Section B. above), for consideration and discussion by the Superintendent's Advisory Committee.

Any item(s) submitted must be presented to the Superintendent five (5) school days prior to the scheduled date of each meeting. The agenda shall be distributed to committee members two (2) days prior to the meeting date.

G. Minutes of each meeting shall be recorded by a member of the committee selected by the Superintendent. Copies of the approved minutes shall be distributed to the members of the committee.

H. Should a member of the Superintendent's Advisory Committee indicate that a building, site, or district-wide department is not fulfilling the District's commitment to a positive culture, the Superintendent and Association President shall consider appointing an ad-hoc committee. If they agree to establish a committee, it shall be comprised of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The committee shall work through the following procedures to bring recommendations back to the Superintendent:

1. Prior to requesting an ad-hoc committee, the bargaining unit member(s) shall follow all of the procedures outlined in Article 19 of this Agreement if applicable.

2. Within five (5) working days of the member request, the Superintendent or designee shall establish the ad-hoc committee with the Association President.

3. Within ten (10) working days, the ad-hoc committee shall convene to gather information and discuss possible recommendations.

4. Following review, the findings of the committee and appropriate recommendations will be reported to the Superintendent.

ARTICLE 6

BUILDING ADVISORY COMMITTEE

A. To improve instruction and the educational climate in the various buildings, each building shall have a Building Advisory Committee composed of one (1) representative from each department or grade level, the building representative to the Superintendent's Advisory Committee, and the building principal.

B. 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. Unanimous agreement must be reached no sooner than two (2) days prior to the regularly scheduled meeting. The committee shall be advisory in nature.

C. The agenda shall be developed jointly by the building principal and the senior staff member on the committee. The agenda shall be distributed to committee members two (2) days prior to the meeting date.

D. Items for the agenda may be presented by bargaining unit members in the building for consideration and discussion by the Building Advisory Committee. Any item(s) submitted must be presented to the building principal five (5) school days prior to the scheduled date of each meeting.

E. Minutes of each meeting shall be recorded by a person selected by the principal and copies distributed to bargaining unit members in the building.

ARTICLE 7

LENGTH OF SCHOOL YEAR/WORK DAY

A. ***Length of School Year***

The length of the school year for all bargaining unit members shall be as follows:

1. 1110 hours for full-time tutors.

2. 184 duty days for all other bargaining unit members.

3. Bargaining unit members new to the District will also report the weekday prior to the first scheduled work day for bargaining unit members.

B. ***Teacher Work Day***

The assigned normal working day for each full-time bargaining unit member shall not exceed twenty (20) minutes before the start of the student day and ten (10) minutes after the student day for the preschool and elementary schools; and ten (10) minutes before and after the student day for grades 6-12.

No later than May 1, a Curriculum Director will inform the Association President in writing of high school seminars that will be established for the upcoming school year. Seminars created by high school bargaining unit members will begin ten (10) minutes before the start of the normal student day. In such cases, the assigned normal work day for bargaining unit members who teach said class will begin ten (10) minutes

before the start of said class seminars and end at the completion of the normal student day. All bargaining unit member participation shall be voluntary.

The work day for each full-time bargaining unit member shall not exceed seven hours and fifteen minutes and shall include:

1. A minimum of thirty (30) consecutive minutes duty-free lunch period during a designated lunch period.

2. Planning Time

    a. There will be a minimum of 200 minutes per week (in increments of not less than thirty (30) consecutive minutes) for educational planning during the student day, at least forty percent (40%) of which will be bargaining unit member approved and the remainder of which may consist of professional responsibilities.

    b. Alternative planning time configurations will be developed collaboratively between the principal and the Building Advisory Committee.

    c. Teachers required to work within multiple buildings within the school day will be allotted a minimum fifteen (15) minutes travel time per trip in addition to the lunch and planning times.

    Other than the above mentioned lunch period and planning period, bargaining unit members will be on duty and responsible for pupils during the time covered by the work day.

C. When District-wide changes in the length of the teacher work day or work year are contemplated, the Superintendent and the Association shall meet and confer concerning such changes and any additional compensation for increasing the work day and/or work year. Any compensatory plan for an increased work day or work year shall be approved by the Association prior to the submission of any proposed changes to the Board.

D. When a change in the scheduling of the day is being considered in an individual building, the staff and the principal will discuss these changes before implementation.

ARTICLE 8

STAFF/PROFESSIONAL DEVELOPMENT MEETINGS

A. A building principal may schedule not more than one (1) staff/professional development meeting per week.

B. Such meetings shall:

1. be held contiguous to the school day; and

2. not exceed forty-five (45) minutes in duration.

ARTICLE 9

CLASS SIZE

A. A good faith effort will be made by the Administration to take into consideration the educational needs of specific students, clustering, class size, number of preps and composition of students when creating class assignments and placements.

B. A CCC (Class size, Composition, Caseload) Committee shall be formed comprised of up to five (5) persons appointed by Superintendent/Designee and up to five (5) bargaining unit members appointed by the Association President for the purpose of reviewing class size, class composition, caseload and workload data.

1. The CCC committee will meet three (3) times per year on dates jointly determined by the committee. Consideration will also be given to maximum number of teaching periods at the secondary level to reduce class size.

2. The CCC Committee will also meet as needed to address concerns related to class size, class composition and/or caseload. If a bargaining unit member has concerns about their class size, composition and/or caseload, including concerns about support assistance being provided, those concerns are to be directed first to the building administrator and/or supervisor. If the bargaining unit member continues to have concerns, then the member may request that the CCC committee consider those concerns. The CCC committee will review the member's concerns and information provided by the building administrator and/or supervisor. The CCC Committee may choose to make recommendations to the building administrator and/or supervisor for consideration.

C. The Board will make every effort to keep class sizes at manageable and workable levels. Building administrators will continue to work collaboratively with staff to determine class placements. However, class sizes shall not be grievable, arbitrable, nor subject to unfair labor practice charges.

ARTICLE 10

SCHOOL CALENDAR

A. The Superintendent/Designee and the Association President/Designee will determine the school calendar in accordance with the requirements of this Article. The school calendar will be approved by the Board.

B. At least 20 unpaid weekdays will be scheduled between, and including, Labor Day and Memorial Day to recognize national holidays and school breaks.

C. Professional learning days will be scheduled as follows:

1. Central Ohio In-service (COI) - usually October (Association Initiative)

a. Any bargaining unit member who attends, and/or volunteers for the equivalent of one (1) full day session at the Hilliard City Schools Summer Academy will have the Central Ohio In-service Day as a compensatory day.

b. A full day session is defined as six (6) hours for a full time bargaining unit member and three (3) hours for a part time bargaining unit member.

c. New bargaining unit members who attend Induction shall be granted COI day as a compensatory day.

d. Any bargaining unit member who doesn't fulfill the three (3) or six (6) hour requirement will be required to use sick or personal leave for payment on that day.

2. One (1) of the three (3) work days prior to the first student day of classes for professional learning (building initiatives and district initiatives).

3. One of the three (3) work days prior to the first student day of classes shall be used as follows; one half (.5) for professional learning (safety services as required by law), and the remaining half (.5) shall be utilized by bargaining unit members to prepare classrooms for students. This time shall not be interrupted by district, building, curriculum, department, or other such meetings.

4. Effective July 1, 2018, up to three (3) waiver days during the school year will be used for professional learning activities (Building and District Initiative) and classroom preparation.

D. Should inclement weather or other urgent situations close schools in the course of a school year, the following principles apply:

1. If the total days missed is five (5) or fewer, make up days will not be scheduled.

2. If more than five (5) days are missed, the Board may require a make-up day for any missed day above five (5). Such day(s) will be added to the end of the school year calendar with the further understanding that, if the number of make-up days exceeds five (5), all or part of the added days may be taken during or from Spring Break as determined by the Board.

E. Professional Option Days: Effective July 1, 2014, Independent of Article 7, Section A of this Agreement, the Board may authorize bargaining unit members the option to use up to two (2) non-contractual days during the fiscal year (July 1 to June 30) for professional learning activities, building initiatives, and District initiatives. The Board will authorize and announce the number of Professional Option Days available to bargaining unit members no later than May 15th of the preceding fiscal year. The bargaining unit member will be paid an additional $250 per day upon submission of a completion notice. Completion notices shall be approved by the building principal and submitted to payroll within 30 calendar days after the professional learning opportunity occurred. The list of approved activities can be found in Appendix "J". The Board shall also pay bargaining unit members up to two (2) days for participating in kindergarten screening on non-work days, even in years when PODs are not offered by the District. The additional day(s) shall be placed on the Professional Option Day Completion form at a rate of $250.00 per day. The kindergarten screening days will be in addition to the professional option days as found in Appendix "J".

F. A joint committee shall be established which is composed of an equal number of Association members appointed by the Association President, and Administrators appointed by the Superintendent/Designee.

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes for Professional Option Days.

ARTICLE 11

INDIVIDUAL CONTRACTS

A. Regular Contracts

All bargaining unit members shall be issued written contracts in accordance with the Ohio Revised Code and the provisions of this Agreement.

The Association recognizes the Board's right to adopt a policy unilaterally making every new teacher's employment conditional upon Board receipt of a Bureau of Criminal Identification record check. The Board may adopt such a policy to implement the provision of Section 109.57 (F) of the Ohio Revised Code. The Association agrees it will not file a grievance, unfair labor practice charge or otherwise challenge the establishment of such a policy.

Bargaining unit members' regular contracts shall be of two (2) types, limited and continuing.

Normally, limited contracts shall be offered in the following sequence; first contract one (1) year, second contract one (1) year, third contract three (3) years, fourth and succeeding contracts five (5) years. If the Superintendent intends to recommend to the Board an interruption of the normal sequence of contracts, the bargaining unit member shall be offered an opportunity to have a conference with the Superintendent prior to Board action and to be given the reasons for the recommended variation. At the end of such interruption of the normal sequence, the Superintendent and Board may elect again to deviate from the normal sequence (following the procedure that appears in the immediately preceding sentence), but in no event will a third successive interruption of the normal sequence occur. After such interruption(s) of the normal sequence, the member's next limited contract, if the member is rehired, will be the contract that would have been granted prior to the interruption(s) in the next sequential order.

Continuing contracts shall be offered by the Board in accordance with the provisions of the Ohio Revised Code except that: to be eligible all bargaining unit members must have served five (5) years in the District.

The District shall not be required to offer a continuing contract to any bargaining unit member during the life of a multi-year contract.

Contracts shall include the following information:

1. Name of bargaining unit member.

2. Name of school District and Board of Education employing the bargaining unit member.

3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.

4. Annual compensation to be paid when the contract is signed, with stipulation that any change would be based on Board-adopted salary schedule.

5. A statement that the salary will be paid twice each month in twenty-four (24) equal installments. (Small variance first month acceptable.)

6. Basis of determining compensation (e.g., classroom teacher B.A. Degree, five [5] years of experience).

7. Bargaining unit member agreement that he/she shall abide by all policies adopted by the Board and this negotiated Agreement.

8. Signatures of the Board President and the Board Treasurer or facsimiles thereof. Facsimiles of signatures shall in all respects be equal to and carry the same force of law as a hand written signature.

9. Provision for signature and date of signature of the bargaining unit member being contracted.

10. Provision that the contract is null and void if not signed and returned within ten (10) working days after the contract is received according to the postmark date.

11. The school year(s) the contract is to be in force.

12. Provision for copy of contract for the bargaining unit member.

B. ***Supplemental Contracts***

All bargaining unit members assigned additional responsibilities or extended time and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract, in keeping with the Ohio Revised Code. Such supplemental contracts shall include the following information:

1. Name of bargaining unit member.

2. Name of school District and Board of Education and title of responsibility to be performed.

3. Number of years the contract is to be in force.

4. Statement of additional responsibility(ies) and compensation to be provided for each.

5. School year within which compensation is being provided for said responsibility.

6. A statement that the salary will be paid at the completion of the responsibility or at stated intervals.

7. Total supplemental compensation.

8. Provision for signature of the Board President and Board Treasurer or facsimiles thereof. Facsimiles of signatures shall in all respects be equal to and carry the same force of law as a hand-written signature.

9. Provision for signature and date of signature of the bargaining unit member being contracted.

10. Basis for determining compensation (flat rate or schedule) with provision for increase in event an improved salary schedule is adopted.

11. Provision for copy of contract for the bargaining unit member.

ARTICLE 12

FAIR DISMISSAL PROCEDURE

A. The provisions of this Article shall not apply to bargaining unit members who begin employment on or after July 1, 2021, and who have completed fewer than thirty-six (36) calendar months of continuous employment with the District. Time spent on an unpaid leave of absence or the period of time that a contract is suspended shall not apply towards the thirty-six (36) months. With respect to members beginning employment on or before June 30, 2021, the aforesaid thirty-six (36) month period shall continue to be twenty-four (24) months in accordance with the terms of the parties' 2018-2021 Agreement.

B. If the Superintendent intends to recommend the non-renewal of a contract, the bargaining unit member in question shall be given the reason(s) for such a recommendation. The Superintendent shall put the reason(s) for his/her recommendation in writing to be presented at a scheduled meeting with the member. The member may be accompanied by a representative of his/her choice at the time of the scheduled meeting.

C. Prior to official Board action, bargaining unit member(s) whose contract(s) are subject to non-renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.

D. If the Board non-renews a bargaining unit member's contract against the Superintendent's recommendation, the Board shall give the member written reason(s) for such action in executive session and the member may be accompanied by a representative of his/her choice in such session.

E. If the bargaining unit member referred to in paragraph C. above is not present at the Board meeting when official action is taken to non-renew the member's contract, the member, upon request, will be given reason(s) for the Board's action in executive session no later than the next regular Board meeting.

F. The Board may non-renew a bargaining unit member's contract pursuant to Section 3319.11 of the Ohio Revised Code only for "just cause".

G. The limited contract of any bargaining unit member may be terminated during its term as provided for in Section 3319.16 of the Ohio Revised Code.

H. The non-renewal of a bargaining unit member's limited contract during the first thirty-six (36) calendar months of continuous employment (the first twenty-four (24) calendar months in the case of a member hired before June 30, 2021) shall not be grievable nor challenged in the courts on the basis of this Article.

I. The provisions of this Article shall not apply to the non-renewal of supplemental, extended service or summer school contracts.

ARTICLE 13

VACANCIES AND TRANSFERS

A. ***Posting***

1. All regular and supplemental contract vacancies and new positions shall be posted in the Board office, in the HR posting folder in District email, and each school building no later than one (1) week after the vacancy occurs. The position shall remain open for five (5) working days after it is posted in the Board office except in cases of emergency. For purposes of this section, emergency shall be defined as a bargaining unit member leaving his/her teaching position between July 10th and the beginning of the next school year without providing the Superintendent with at least ten (10) days prior written notification.

2. All regular postings shall include location and alternative hours if appropriate and available.

3. During the summer, the posting of vacancies and new positions shall be required in the Board office and in the HR posting folder in District email.

4. The Association President will be provided a copy of all job vacancy notices, including new postings.

B. ***Vacancies, Voluntary Transfer and Reassignment***

1. Voluntary transfer may be initiated by filing a written request with the Superintendent or his/her designated representative. The annual "Intention Form" may be used to initiate a request for a voluntary transfer.

2. Bargaining unit members who meet job qualifications as determined by the Board shall be given priority consideration for the vacant position. This provision shall not limit the Board's discretion to interview other applicants or limit its discretion in hiring personnel.

3. Bargaining unit members who have applied for a vacancy in writing that requires Board action shall be notified of the recommendation in writing prior to Board action to fill that vacancy. If Board action is not required, the Superintendent/Designee shall notify in writing all members who have applied for the vacancy of the intended action prior to filling the vacancy. An applicant whose transfer request is denied shall be entitled, if requested, to a conference with the Director of Human Resources and/or the Assistant Superintendent at which the circumstances surrounding the denial will be explained. The applicant may choose to be accompanied to the conference by an Association representative.

4. The Superintendent and Board shall determine when a vacancy exists and whether it shall be filled.

C. ***Involuntary Transfer and Reassignment***

1. When the Superintendent determines an involuntary transfer and/or reassignment is necessary, the bargaining unit member concerned shall be notified in writing of the transfer and the reason(s) for the transfer at the earliest date possible. Upon request, the member may meet with the Superintendent to discuss the reason(s) for the involuntary transfer or reassignment.

2. Should any vacancy occur in a building from which a bargaining unit member has been involuntarily transferred, that member may apply for the vacancy and shall be given priority consideration until the first duty day of the school year following the involuntary transfer, provided the member holds proper certification/licensure for the vacancy. A member's refusal to return to the first available position for which he/she is qualified would automatically terminate this option.

3. Involuntary transfers which occur because of staff reductions caused by declining enrollment or other personnel reductions in a program shall be in reverse order of seniority as defined in Article 17, Reduction in Force, unless the Superintendent determines that it is necessary to deviate there from because of the educational needs of students and the needs and interests of the school system. Involuntary transfers for other reasons shall not be subject to this provision.

4. No teacher will be involuntarily transferred into a position whose regular hours begin prior to "0" period or whose regular hours end after the end of the workday of the elementary school with the latest teacher dismissal time. It is understood that the teacher's regular hours will be consecutive and not split into separate segments.

D. ***Elimination of Positions***

1. When a position is to be eliminated, the least District seniored bargaining unit member in that building, in the affected grade level or department, will be the member to be transferred.

2. If a vacancy exists within that building for which the bargaining unit member mentioned in item 1. holds proper certification/licensure, then, at the member's option, he/she shall be assigned that position.

3. If no vacancy exists within that building for which the bargaining unit member is certified/licensed, then, at the member's option, that member may replace the least District seniored member in the same areas of certification/licensure in that building.

4. The least District seniored bargaining unit member being bumped from a position will be placed in a vacant position of his/her choice for which he/she is certified/licensed.

5. For the meaning of the "building", as used in this Section, see Appendix 'F'.

E. The Superintendent shall have the final decision on all transfers and reassignments.

F. Where staffing of an existing school is split and/or a new school is opened, the Administration and Association shall meet and consult in advance for the purpose of attempting to resolve to their mutual satisfaction how staffing will be implemented and other transitional issues.

G. Bargaining unit members authorized by the Administration to pack or unpack materials and/or equipment to be moved to another building shall be compensated at the rate of $9.00 per hour. To qualify for pay, the member must have prior written authorization from the Superintendent stating: the number of hours to be worked; the beginning and ending date of when the work is to be performed; and a description of the materials and equipment to be packed. The member shall receive payment for authorized work within 30 days of submission of the District form indicating the days and hours worked.

ARTICLE 14

PERSONNEL RECORDS AND COMPLAINTS

A. ***Personnel Records***

1. There will be established and maintained one (1) official file on each bargaining unit member. The file shall be maintained by the administrative office of the Board and will be kept confidential to the extent permitted by law.

2. A bargaining unit member will have full access to the complete contents of his/her personnel file within one (1) work days of a written request to the Superintendent.

3. Review of the bargaining unit member's file shall be in the presence of a Central Office administrator or designee.

4. Any bargaining unit member is entitled to, at his/her expense, a copy of any information found in the school's personnel file pertaining to him/her.

5. Anonymous letters or information will not be placed in the bargaining unit member's file.

6. Prior to placing any disciplinary notice or written directive in a bargaining unit member's personnel file, the unit member shall have the opportunity to review the disciplinary notice or written directive and the unit member shall sign the document indicating that it has been seen and read. The signature of the unit member shall not mean that the unit member agrees with the findings stated in the document. A copy of the document will be forwarded to the member, in an envelope marked "Personal and Confidential," through the District's inter-school mail system.

7. Any bargaining unit member has the right to attach a rebuttal statement to any material found objectionable in the school's personnel file pertaining to him/her.

8. If and when a bargaining unit member and the Superintendent/Designee or the administrator involved agree that there is adequate evidence that certain material in the member's file is irrelevant, inappropriate, or false, such material shall be removed from the file or corrected. If the member and the Superintendent/Designee are unable to reach an agreement and the member still feels that the material contained in the file is irrelevant, inappropriate, or false, such member shall have the right to file a grievance to determine whether or not the material should be removed or corrected.

9. The following documents are considered by the Administration to be essential to the record-keeping of the District and are not subject to removal:

    a. Application form;

    b. Educator License/Certificates;

    c. Transcripts;

    d. Evaluations;

e. In-service records;

f. Verification document of teaching/coaching experience;

g. Record of forms/documents submitted at time of initial employment;

h. Application for continuing contract;

i. Application for salary advancement;

j. Letters of resignation from supplemental contracts.

10. Once personnel file documents are removed from the personnel file in accordance with the procedures set forth in item 9 above, the document(s) will not be used for any future disciplinary matter. However, the documents will remain public records and will be placed in a separate file maintained by the District until destroyed in accordance with Chapter 149 of the Ohio Revised Code.

B. ***Complaints***

1. A complaint against a bargaining unit member by a student, another employee, parent, or other member of the public will be processed in accordance with the Board's policy on handling complaints against employees. It is recognized that the Board's policy establishes guidelines that normally apply, but also that every complaint must be assessed case-by-case in light of all its surrounding circumstances in order to determine the most appropriate way in which to proceed. In all cases, if any disciplinary or other adverse action is contemplated against a bargaining unit member on the basis of the allegations of the complaint, and/or any allegations that have reasonably arisen during the course of the investigation, the member will be afforded an opportunity at a conference with the relevant Administrator to present his/her side of the story before any such action is taken. At this conference, the member may choose to have an Association representative present. The District shall not deny a bargaining unit member's due process rights.

2. The above subparagraph 1 is subject to the grievance procedure appearing in Article 19 of this Agreement. However, in the interest of precluding a Grievant from asserting a claim in multiple forums, it is further understood and agreed that the Association will not pursue an appeal to arbitration (level five of the grievance procedure) to a hearing (1) if the Grievant has exercised his/her right to pursue a claim in relation to any matter related to subparagraph 1 in another forum (administrative, judicial, or otherwise), or (2) the limitations period within which the Grievant may pursue such a claim in another forum has not run out (in which case scheduling an arbitration hearing will be held in abeyance until the limitations period runs out). It is also understood that this provision is solely applicable to the above subparagraph 1.

C. ***Administrative Leave***

1. If a bargaining unit member is placed on paid administrative leave, the following procedures will be followed:

a. The District will make every effort to notify the Association President or Vice President that the bargaining unit member will be placed on paid administrative leave.

b. The District will make all reasonable efforts to not remove a bargaining unit member in the presence of students. In the case that a bargaining unit member must be removed in the presence of students, the Association President shall be notified. If a bargaining unit member is removed during the school day, an administrator will wait in the bargaining unit member's classroom until the class period is over and then will request that the member gather his/her personal items and report to the office.

c. The bargaining unit member will wait in the office with the building administrator and Association President or designee until the bargaining unit member receives the administrative leave letter and is released. If the Association President or designee is unavailable, the bargaining unit member may receive the letter without representation.

d. The bargaining unit member may exit the building any time after the letter is received, using the nearest exit out of student view when possible.

e. If district technology items need to be collected from the classroom, this shall be done between classes and/or after normal school hours. The technology department may lock down all technology for the bargaining unit member.

f. Upon request, the Association President shall receive periodic updates as to the status of the investigation.

D. ***Conduct Unbecoming***

Reports of "conduct unbecoming" will be made to the Ohio Department of Education under Section 3319.313 of the Ohio Revised Code and the Department's Licensure Code of Professional Conduct for Ohio Educators.

ARTICLE 15

EVALUATION

A. A joint Evaluation committee shall be established composed of an equal number of Association members appointed by the Association President, and Administrators appointed by the Superintendent/Designee.

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for educator evaluation.

2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

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

B. In so doing, the following guidelines shall be incorporated:

1. All bargaining unit members, during the first month of school, shall be thoroughly advised by the building administrator as to the evaluation procedure and instruments to be used and given a copy of such.

2. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the member.

3. All formal observations shall be at least thirty (30) minutes in length.

4. All formal observations shall be preceded by a conference within three (3) school days and followed by a conference within five (5) school days between the evaluator and the bargaining unit member involved. The five (5) days, or three (3) days may be modified by mutual agreement.

5. All evaluation reports shall be in writing.

6. Bargaining unit members shall be given a copy of any class visitation report, evaluation, or observation within three (3) school days.

7. The procedures in paragraph A. shall not apply to supplemental and extended service contracts.

8. Any change in the Evaluation Procedure or Instrument will be mutually agreed upon by both the Board and Association, reflective of current practice (see Appendix H).

C. The procedures established under and in this Article shall supersede Section 3319.11 (G) of the Ohio Revised Code. Probationary employees may challenge only alleged procedural violations in the evaluation policy. Said challenges shall be filed through the Grievance Procedure in this Agreement. Non-probationary employees may challenge alleged procedural and substantive issues.

ARTICLE 16

MASTER TEACHER COMMITTEE

A. A committee shall be established composed of one (1) elementary bargaining unit member, one (1) middle level member, one (1) related services member and one (1) high school member selected by the Association, two (2) administrators selected by the Superintendent/Designee. The chairperson shall be selected annually by the committee members. The committee will have the following responsibilities:

1. Provide Master Teacher orientation in the fall and the spring.

2. Provide support for Master Teacher candidates throughout the year.

3. Evaluate Master Teacher applications in the fall and in the spring.

The Office of Professional Learning will keep all records regarding Master Teacher applications and results.

ARTICLE 17

REDUCTION IN FORCE

A. ***Reasons***

Reductions in the bargaining unit may only be for the following reasons: declining enrollment in a program, building, grade level(s), or District-wide; return to duty of regular teachers after leaves of absence; financial reasons; or by reason of suspension of schools or territorial changes affecting the District.

B. ***Procedures***

Bargaining unit reductions will be made by the suspension of contracts of employment following provisions contained in this Article.

1. The Superintendent/Designee shall discuss with the Association President the rationale behind the reduction and give the Association, through its President, a copy of the proposed RIF list at least fifteen (15) days prior to Board action on said Reduction in Force.

2. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within the teaching field (area of certification/licensure) affected, give preference to teachers on continuing contracts. The Board shall not give preference to any bargaining unit member based on seniority, except when making a decision between members who have comparable evaluations. The Association President shall be informed and consulted prior to determining the final RIF list. A bargaining unit member to be reduced may elect to displace another member in another certification/licensure area for which he/she holds the proper certification/ licensure and has greater seniority, provided the displacing member and the member being displaced have comparable evaluations. If the member has not taught in the new area within the last five (5) years then he/she shall be required to take six (6) quarter hours or four (4) semester hours of course work related to the new assignment within twelve (12) months.

   When a reduction in force becomes necessary, the following procedure shall be followed:

   a. Limited contract teachers shall be reduced first utilizing the following order:

      (1) Certification/Licensure within the affected teaching field

      (2) Comparable evaluations as defined in this Agreement

      (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

   Only when the necessary reduction of staff required exceeds the number of limited contract teachers in the affected field shall continue contract teachers be reduced by utilizing the following order:

      (1) Certification/Licensure within the affected teaching field

(2) Comparable evaluations as defined in this Agreement

(3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

b. Comparable Evaluations

For purposes of determining whether evaluations are "comparable" under this Article, the Board will look only at the teacher performance rubric of any OTES evaluation and disregard the student growth component of the evaluation until at least three (3) years of student growth data are available. It is further agreed that comparable evaluations shall be defined as follows and RIFs will be conducted in the following order:

(1) Bargaining unit members without a previous year's evaluation rating, unless notice to the Association President per Section B(1) of this Article is served after May 10

(2) Ineffective OTES rating and non-OTES rating of Unsatisfactory

(3) Developing OTES rating and non-OTES rating of Basic

(4) Skilled or Accomplished* OTES ratings and non-OTES ratings of Proficient or Distinguished

*The Board may elect, by adoption of a resolution, to evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation once every two years. In that case, the member's most recent rating of Accomplished shall be used when determining comparability.

3. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order when a position becomes available for which he/she is certified/licensed. Seniority shall not be the basis for reinstating a member, except when making a decision between members who have comparable evaluations.

4. Any bargaining unit member suspended because of Reduction in Force shall be placed on the District's substitute list upon his/her request.

5. Any bargaining unit member suspended because of Reduction in Force shall have the right to apply through the group insurance carriers to become an individual member of such insurance program at his/her full expense in accordance with the requirements established by the group insurance carriers and COBRA.

6. No new unit member shall be employed by the Board while there are qualified unit members on the Reduction in Force list who desire reinstatement to the job vacancy.

7. The Board must personally communicate via verbally or electronically an offer of reinstatement to said bargaining unit member. If after two (2) business days said member cannot be reached the Board shall go to the next eligible person on the RIF list and the said member shall be offered the next available position. It shall be the responsibility of each member to notify the Board, through the Director of Human Resources, of any change in address/phone number. The member's information, as it appears on the Board's records, shall be conclusive when used in connection with an offer of reinstatement or other notice to the member. The member must notify the Director of Human Resources of the

acceptance or rejection of said offer by the end of the business day following the offer. If a member fails to accept the offer of reinstatement said member shall be considered to have rejected said offer and shall be removed from the Reduction in Force List.

8. A bargaining unit member on the Reduction in Force list shall, upon accepting an offer of reinstatement, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the member would have received in the year following suspension. As an example, a member with one (1) year of experience prior to suspension would be given credit for one (1) year of teacher experience on the salary schedule at the time of reinstatement.

9. Bargaining unit members will remain on the Reduction in Force list for a period of twenty-eight (28) months following their suspension.

C. ***Individual Notification***

1. Bargaining unit members shall be notified of the Superintendent's recommendation to suspend their contracts at least five (5) working days prior to the Board meeting at which the implementation of the Reduction in Force policy will occur.

2. Each bargaining unit member to be suspended will be given notice on or before May 30.

D. ***Availability of Seniority and Reduction in Force Lists***

Both the seniority list and the Reduction in Force lists described above shall be made available to building principals and the Association President. In the case of a Reduction in Force the seniority list indicated in Article 41 of this Agreement shall be updated to the month in which Board action is to be taken on Reduction in Force and prior to any such action.

ARTICLE 18

STAFF FACILITIES

The Board, the bargaining unit members, and the administrators of the District recognize the value of private and readily available conversations with parents of students. To this end, the District will equip all buildings with telephone facilities and will do its utmost to provide a conference area to ensure private communications with parents.

ARTICLE 19

GRIEVANCE PROCEDURE

A. ***Policy and Purpose***

1. The Board recognizes that in the interests of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt hearing on their grievances in order to secure, at the lowest possible administrative level, equitable solutions to their grievances.

2. Such procedures shall be available to all bargaining unit members, and no reprisals of any kind shall be taken against any member(s) initiating or participating in the grievance procedure.

3. The proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. ***Definitions***

1. A "Grievance" is a complaint involving an alleged violation, misinterpretation or misapplication of this Agreement.

2. "Days" mean calendar days exclusive of Saturdays, Sundays, and holidays.

3. A "Grievant" is the bargaining unit member(s) making the complaint.

4. "Immediate Supervisor" means the person to whom the grievant is directly responsible.

C. ***Procedures***

1. Level One

   a. Any bargaining unit member(s) who believes he/she has a grievance shall discuss the grievance with his/her principal or immediate supervisor concerned. The action shall be initiated within fifteen (15) days of the event giving rise to the grievance or the grievance shall be considered waived. The member(s) has the right to be accompanied by counsel, or a representative of his/her choice, or by both.

   b. The grievant must specifically inform the immediate supervisor that he/she is initiating a grievance under this Article.

   c. The above grievance need not be in writing, however, the immediate supervisor shall provide a dated written acknowledgment that the grievance has been filed.

   d. A decision shall be rendered within two (2) days after the presentation of the grievance.

2. Level Two

   a. If the Level One procedure does not resolve the grievance to the satisfaction of the bargaining unit member(s), said member(s) may institute formal proceedings by submitting the grievance, in writing, to the Assistant Superintendent/designee. Such request will be made within five (5) days of the decision at the informal step or the matter will be considered closed.

      (1) The grievance shall be presented in writing on the Grievance Report Form in Appendix 'D' of this Agreement, and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific terms allegedly violated, misinterpreted or misapplied. The grievance shall contain a statement as to the action desired by the grievant.

      (2) Within five (5) days of receipt of the Grievance Report Form, the Assistant Superintendent/designee shall meet with the grievant in an effort to resolve the

grievance. The grievant shall be advised, in writing, of a mutually agreeable time, date, and place of the meeting, and shall have the right to be represented at such meeting by counsel or by a representative of his/her choice, or by both.

(3) The Assistant Superintendent/designee shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the disposition section of the Grievance Report Form, and returning it to the grievant. At the same time, copies of the grievance and the indicated disposition shall be forwarded to the Superintendent and to the Association President. Grievant's copy shall be either hand-carried and delivery receipted, or sent by receipted registered mail.

3. Level Three

a. If the Level Two procedures do not resolve the grievance to the satisfaction of the bargaining unit member(s) such member(s) shall have the right to request a hearing with the Superintendent. Such request must be made, in writing, within five (5) days from the date of the receipted reply of the indicated disposition mentioned in Level Two, paragraph (3), or the matter shall be considered closed.

(1) The requested hearing shall be conducted within five (5) days following the receipt of the written request by the Superintendent, unless both parties agree on a later date. The bargaining unit member(s) submitting the grievance shall be advised, in writing, of the mutually agreeable time, date, and place of the hearing, and shall have the right to be represented at such hearing by counsel or by a representative of his/her choice, or by both.

(2) The Superintendent shall make a decision on the grievance within five (5) days after the conclusion of the hearing. The decision made by the Superintendent and the reasons for the decision shall be reduced to writing and copies sent to the grievant, his/her principal or immediate supervisor concerned, the Association President, and to the Board Treasurer. Grievant's copy shall be either hand-carried and delivery receipted or sent by receipted registered mail.

4. Level Four

a. If, within five (5) days after receipt of the written disposition from the Superintendent, the grievant is not satisfied with the disposition of his/her grievance by the Superintendent, the bargaining unit member may appeal, in writing, to the Board by filing such written notice with the Treasurer.

(1) Failure on the part of the grievant, to file such appeal within five (5) days from receipt of the Superintendent's written decision [Level Three, paragraph (2)] on the grievance, shall be deemed a waiver of the right of appeal and the matter shall be considered closed.

b. The matter shall be placed on the Board agenda and presented to the Board at its next regular meeting.

(1) All parties involved in the grievance shall have the right to be represented at such presentation by counsel or other representatives, or both.

(2) Each party involved shall be granted up to thirty (30) minutes to present his/her side of the grievance.

c. The Board shall act upon such appeal no later than its next regular meeting, and earlier, if deemed necessary by the Board President.

5. Level Five

With the concurrence of the Association, a grievant may appeal a Level Four grievance disposition by having the Association submit a Demand for Arbitration to the Federal Mediation and Conciliation Service (FMCS) five (5) days after receipt of the Level Four disposition. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to FMCS. The arbitrator will be selected in keeping with FMCS's voluntary rules and regulations, except that either party may request a second list of arbitrators. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the FMCS Arbitration Services Program, Part 1404, Chapter XII of Title 29 of the Code of Federal Regulations.

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

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, which alters or amends this Agreement, or which is contrary to law. The arbitrator is also specifically prohibited from making punitive damage awards.

The costs and expenses of the arbitrator shall be borne by the losing party.

ARTICLE 20

ACADEMIC FREEDOM

A. It is the responsibility of the Board to meet the educational needs of its students and community. In carrying out that responsibility the Board will adopt philosophy, curriculum, courses of study and select textbooks.

B. The bargaining unit member, being the responsible agent for the teaching of students in accordance with the adopted policies of the Board, and State Minimum Standards must make decisions in pre-planning within his/her area of training, certification/licensure, and adopted curriculum regarding what is to be taught and how it is to be taught.

C. Academic freedom, freedom of individual conscience, association and expression will be guaranteed within the guidelines of the Board adopted course of study.

D. During periods of discussion, the bargaining unit member shall endeavor to select those issues and topics which are relevant to his/her subject area and certification/licensure, and which will be of value to the maturity and understanding of the students involved.

E. In all cases the bargaining unit member's implementation of the Board adopted curriculum will be done utilizing safe, efficient and effective methods of instruction.

ARTICLE 21

SUBSTITUTES

A. Any person used as a substitute teacher must have a valid license/certificate in the field of education.

B. Qualified substitutes, if available, shall be provided during the absence of a teacher.

C. Waiving Planning Period: In the event a substitute is not available, a bargaining unit member who is asked by the Administration to cover a class for an absent colleague and who involuntarily loses his/her planning period on that day will be paid at the rate of thirty-five dollars ($35.00) per planning period lost. This provision does apply to the absence of a special area teacher (music, art, physical education) that requires an elementary teacher to lose his/her planning period.

D. Absorbing Students in Class: In the event a substitute is not available, a bargaining unit member who is assigned students from an absent bargaining unit member's class (including tutor rooms and study halls) shall be compensated thirty-five dollars ($35.00) for a half a day or less coverage and seventy dollars ($70.00) for more than a half a day coverage.

E. Sections C & D will be administered in accordance with the following procedures:

1. The Association Representative(s) in each building will be responsible for obtaining the names of bargaining unit members willing to cover classes under this Section and providing such list to the building principal by the end of the first week of school. Such list will be revised and updated as needed, with a copy of each revision/update provided to the principal. The principal is entitled to rely on the most recent list on file. Such requests shall be made on a rotational basis of the willing members on the list, subject to issues related to licensure.

2. Payment under this Section will be made twice monthly upon completion of the proper form.

Nothing in this Section is intended to preclude a bargaining unit member, with the approval of the building principal, from volunteering to use his/her planning period to substitute for another member, in which case the pay provisions of this Section will not apply.

F. The Building Advisory Committee, in collaboration with the building administrator, will make recommendations and create a list of possible alternatives/options for addressing a fail to fill in the building.

G. In case of an emergency, and on a rotational basis subject to issues related to licensure, a building principal may request or direct a bargaining unit member to substitute for another member. Payment will be made in accordance with Sections C and D above if the substituting member loses his/her planning period or is assigned additional students on that day. A member so contacted, may request not to be assigned, should the substitution be a hardship on said member.

ARTICLE 22

STUDENT GRADES

A. The Superintendent/Designee shall consult with a student's teacher prior to altering said student's grade except in such circumstances where the teacher cannot be reached.

B. For purposes of this Article, "consult" means a telephone conversation or meeting between the Superintendent/Designee and the bargaining unit member in question. If the parties are unable to communicate via the two methods mentioned above, a registered letter notifying the member that the grade will be changed shall be mailed.

C. If an administrator changes a grade without the consent of the bargaining unit member, that administrator shall accept the responsibility of changing said grade.

ARTICLE 23

DEPARTMENT AND GRADE LEVEL RESPONSIBILITIES

A. The Board shall adopt textbooks, courses of study, and course objectives. In doing so, the Board shall first allow for bargaining unit members' recommendations as follows:

1. Each department or grade level shall have the responsibility for developing and recommending curriculum.

2. Each department or grade level shall have the responsibility for recommending textbooks and supplementary books and materials to be used in the District's classrooms.

3. Any book(s) or material(s) deemed biased by a bargaining unit member shall be referred to a screening committee appointed by the Superintendent/Designee. This committee shall be composed of five (5) members. The recommendation of the screening committee shall be submitted to the Board.

ARTICLE 24

GRADED COURSES OF STUDIES COMMITTEE

A. Organization, structure, function, and membership on graded Courses of Studies Committees shall be determined by the needs and nature of the study.

B. Graded Courses of Study Committees may:

1. Review graded courses of study

2. Rewrite graded courses of study

3. Review present textbooks

4. Select new textbooks

5. Review other educational materials and perform other curricular related studies.

6. Select/develop assessments to support courses of study in PreK-12 buildings as well as Online Academy.

C. A bargaining unit member with at least two (2) years in the District shall be given the opportunity to volunteer to serve on committees. Committee members shall act as liaisons of the school or department they represent.

D. A bargaining unit member may be granted released time to work on these committees.

E. Up to twenty-five (25) elementary (PreK-5) and up to twenty-three (23) secondary (6-12) bargaining unit members per curriculum may volunteer to work in conjunction with administrators in writing curriculum as determined by the Superintendent/Designee. Each such employee will be paid a stipend of $175.00 per day to work a minimum of five (5) days during the summer recess in fulfilling this responsibility; it is understood that an employee receiving this stipend will also devote 6-8 hours per curriculum outside of the unit member's regularly scheduled work time in fulfilling this responsibility.

ARTICLE 25

PARENT TEACHER CONFERENCES

A. The Board shall designate a period of time not before October 1st and prior to Thanksgiving week, and again prior to Presidents Day weekend in February for Parent Teacher Conferences.

B. Every teacher shall provide an opportunity to each parent of his/her students for a conference during this time frame at a time when the parent is able to attend. The teacher shall provide a copy of his/her conference schedule to the principal.

C. All buildings shall be available one (1) week during this time frame for conferences during day and evening hours. The principal, in collaboration with the Building Advisory Committee, will determine the conference week for a particular building, and will communicate to each building's school community.

D. All teachers shall be required to be in their respective buildings for four and one-half (4.5) hours on one (1) weekday evening during the designated week. The principal, in collaboration with the Building Advisory Committee, will determine the weekday evening, and hours, for a particular building, and will communicate to each building's school community.

E. The Wednesday before Thanksgiving and the Friday prior to Presidents Day weekend in February shall be scheduled as compensatory time for bargaining unit members.

ARTICLE 26

FEE WAIVER / TUITION REIMBURSEMENT COMMITTEE

A. ***Fee Waivers***

1. All bargaining unit members in the District shall have access to the utilization of fee waiver cards.

2. The Fee Waiver/Tuition Reimbursement Committee shall be composed of the Superintendent/Designee, the Association President, and up to four (4) bargaining unit members selected by the Association.

3. The Superintendent/Designee and the Association President shall serve as co-chairpersons.

4. The Fee Waiver/Tuition Reimbursement Committee shall meet each September to establish guidelines for the ensuing year, and at other times deemed necessary by the chairpersons.

B. ***Tuition Reimbursement***

A bargaining unit member who earns additional professional growth college credit is eligible for reimbursement in accordance with the provisions of this Article. The Board will appropriate for this purpose $75,000 for the fiscal year. Any balance in the annual appropriated amount remaining as of the close of business on June 30 will be carried forward into the annual amount for the next succeeding fiscal year and be counted toward the Board's $75,000 commitment for that succeeding fiscal year.

C. ***Reimbursement Eligibility***

1. To be eligible for reimbursement, a unit member must have completed a minimum of one (1) full school year of bargaining unit service in the District.

2. Courses that may be reimbursed are:

   a. Courses required for the initial professional educator license after passage of the Praxis;

   b. Courses required for renewal of an existing license/certificate;

   c. Courses necessary to upgrade an existing license/certificate;

   d. Courses necessary to earn additional licenses/certificates, if such area of licensure/certification has been identified by the Superintendent/Designee as an area of high need in the District; and

   e. Any other courses taken for professional development, if approved in advance by the Local Professional Development Committee.

3. Work will be reimbursed if one (1) or more of the following criteria (which are not in any priority order) are met:

   a. the course(s) taken is in the unit member's subject field or area of licensure/certification;

b. the course(s) taken is needed to maintain or upgrade a current license/certificate;

c. the course(s) taken is part of a planned graduate program of studies in a professional educational program;

d. the course(s) taken is necessary to add teaching areas to an existing license/certificate or to earn additional licenses/certificates.

D. ***Reimbursement Restrictions***

1. It is mutually recognized and agreed that this Article shall not apply if and to the extent that a unit member is eligible to take advantage of OSU fee waivers for the course(s) in question.

2. If a unit member resigns, is non-renewed, or is terminated, the member shall not be eligible to receive reimbursement for any course(s) taken during the quarter or semester in which the resignation, non-renewal, or termination is effective unless the course was completed before the effective date of the resignation, non-renewal, or termination.

3. Conferences and workshops for which the Board grants professional leave under Article 28, Section A, Paragraph 8 of this Agreement shall not be eligible for reimbursement under this Article.

4. A passing mark of B or higher, or "Pass" for a pass/fail course, must be received in order to be eligible for reimbursement for any course.

E. ***Administration***

The administration of this Article, consistent with Sections A and B above, shall be the responsibility of the committee.

ARTICLE 27

RETIREMENT PAYMENT

A. ***General***

Retirement pay shall be paid to eligible bargaining unit members or their estates in accordance with the following provisions:

1. At or before the time the bargaining unit member gives notice to the Treasurer of his/her intent to retire, the employee shall submit on the prescribed form written notice of his/her election to receive payment either (1) in accordance with Paragraph 4 of Section B below, or (2) in January of the year following retirement. If such written notice is not submitted, payment will be made in accordance with Paragraph 4 of Section B below.

2. The bargaining unit member may direct that retirement pay be transferred to his/her tax-sheltered annuity (TSA) in accordance with Internal Revenue Service regulations, if the TSA satisfies existing District requirements applicable to TSAs. The District and Treasurer assume no liability other than to effect the transfer in accordance with the member's direction, and have no obligation to advise the

employee of applicable tax regulations. If the member's total retirement pay exceeds the amount to be transferred to the member's TSA, the balance will be paid to the employee in accordance with Paragraph 1 above at the same time as payment is transferred to the TSA.

B. ***Eligibility at Retirement***

A bargaining unit member's eligibility for retirement pay shall be determined as of the final date worked. The criteria are as follows:

1. The bargaining unit member retires from the District.

2. Retirement shall be defined as disability or service retirement as specified in Section 3307.38 of the Ohio Revised Code (State Teachers Retirement System).

3. The bargaining unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board.

4. The bargaining unit member must, within 180 days of the last day of employment with the Board, prove acceptance into the retirement system. Payment will be made by not later than the second regular payday following receipt of such proof.

5. The bargaining unit member must have not less than ten (10) years of service with the District, the state, or its political subdivisions.

6. The bargaining unit member must sign a form provided by the Board when he/she picks up the District's retirement check certifying that all of the above eligibility criteria have been met.

C. ***Eligibility Upon Death***

1. At death the individual was employed by the Board.

2. The bargaining unit member must not have less than ten (10) years of service with the District, the state, or its political subdivisions.

3. Payment shall be made to the estate of the deceased bargaining unit member upon acceptable written request by the executor of the estate or other duly authorized individual.

D. ***Benefit Calculation***

The retirement pay benefit shall be calculated according to the following:

1. Multiply the bargaining unit member's accrued, but unused sick leave, by one-fourth (1/4).

2. Multiply the product times the per diem rate of pay appropriate for the bargaining unit member's placement on the base salary schedule. Unit members who move from full-time to part-time (or part-time to full-time) during their career in Hilliard City Schools shall have their retirement severance payment calculated as follows:

    a. Multiply the bargaining unit members full-time accrued, but unused sick leave by one-fourth (1/4) from those days accumulated during the time of the unit members full-time employment;

and multiply the bargaining unit members part-time accrued, but unused sick leave by one-fourth (1/4) for those days accumulated during the time of the unit members part-time employment. Such calculation shall be made at the rate of pay for full and part-time employment at the time of retirement.

3. The amount of the benefit calculated in Steps 1 and 2 above shall not exceed the value of sixty (60) days of accrued but unused sick leave.

4. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the bargaining unit member.

E. ***Retirement Payment***

1. If a bargaining unit member eligible for a retirement payment under Article 27 retires with fifteen (15) or more years of continuous service with the District and two hundred fifty-five (255) days of accumulated sick leave, the employee's retirement payment will include Two Thousand Dollars ($2,000.00), less applicable payroll deductions, in addition to the payment otherwise due under the terms of Article 27.

ARTICLE 28

LEAVES OF ABSENCE

A. ***Paid Leaves***

1. Sick Leave

a. Each full-time bargaining unit member shall be entitled to sick leave of one and one-fourth (1-1/4) work days, with pay, for each month of service for a total of fifteen (15) days per year.

b. Regularly scheduled part-time bargaining unit members shall be entitled to similar benefits prorated to the fractional time employed.

c. A person employed as a substitute with an assignment of one specific position shall, after sixty (60) days of service, be granted sick leave on the same basis as that allowed regular bargaining unit members. This sick leave allowance shall be available during the continuous assignment period.

d. Any bargaining unit member who is absent from duty, under the provisions of this section for one-half (1/2) day or less, shall be charged one-half (1/2) day of accumulated sick leave for each such absence. A bargaining unit member who is absent more than one-half (1/2) day of any work day, shall be charged one (1) day of accumulated sick leave.

e. Unused sick leave shall be cumulative to a total not to exceed two-hundred fifty-five (255) days. For any bargaining unit member planning to retire in the current school year and who has reached the maximum of 255 days, the Board shall begin the accrual of additional sick days on the 1st of the month following submission of intent to retire.

f. A bargaining unit member who has accumulated unused days of sick leave in another Ohio public school district shall present a properly certified record of these days within ninety (90) days of employment in this school system. The unused days shall be credited to the member's accumulated sick leave record.

g. Sick leave requests must be approved for payment by the Superintendent/Designee.

h. Bargaining unit members who have accumulated sick leave to their credit may use accumulated sick leave in the following instances:

(1) Personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to students or other Board employees, and for absence due to illness, injury, or death in the bargaining unit member's immediate family.

(2) Serious illness in the bargaining unit member's immediate family. The immediate family shall be defined as and shall include (1) husband, (2) wife, (3) son, (4) daughter, (5) father, (6) mother, (7) brother, (8) sister, (9) brother-in-law, (10) sister-in-law, (11) parents-in-law, or anyone who has virtually held the position of parent or child, (12) grandparent, (13) grandchild, or (14) other person living in the home of the employee.

(3) A doctor's verification may be required after three (3) days of continuous use of sick leave. Individual circumstances will be handled on a case-by-case basis.

(4) Two (2) days shall be allowed for a death and burial of a person other than the immediate family.

(5) Up to five (5) days of sick leave may be granted to help meet the required home stay of parent, during adoption procedures.

i. A bargaining unit member who is legitimately absent from work and who does not have the necessary sick leave accumulated, shall lose all pay and allowances for the period of absence in the same proportion as listed in subsection d., except as the following apply:

(1) A beginning bargaining unit member shall be permitted to borrow five (5) days of sick leave against his/her anticipated yearly accumulated sick leave.

(2) A bargaining unit member may be given days from the sick leave transfer as described in A. 1. m. below.

j. Failure to earn back the borrowed days of sick leave shall result in full loss of pay for each day of absence over the total earned sick leave.

k. Bargaining unit members shall notify their immediate supervisor of an impending absence at the earliest time possible.

l. Falsification of sick leave records may result in the dismissal of the bargaining unit member concerned.

m. When a bargaining unit member has exhausted all of his/her accumulated sick leave and additional days are still needed then he/she may request through the Association that the

additional days be transferred from other members accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify, in writing, the Board Treasurer; the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the member involved authorizing the Board Treasurer to transfer the days.

n. Sick leave may not be used for discretionary appointments scheduled on professional development days. Bargaining Unit members who use sick leave on a professional development day may be asked to provide a doctor's statement for that day.

2. Jury Duty

The Board shall pay a bargaining unit member called for jury duty his/her regular rate of pay. The member may also retain all compensation and expenses received for serving as a juror. Each member serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of the duty.

3. Court Appearances

a. A leave of absence, with pay, will be granted to the bargaining unit member subpoenaed to appear in court if the said member is not a party to the court case.

b. In the event of absence from duty for any court action in which the bargaining unit member is a party, said member may apply for approval of personal leave or emergency leave.

4. Military Leave

A bargaining unit member will receive military leave in accordance with Section 5923.05 of the Ohio Revised Code subject to the following additional conditions:

a. For the first twenty-three (23) months of leave following the month in which military activation occurs, the employee's compensation under the statute will be calculated without regard to the $500 monthly limitation appearing in Section 5923.05 (B)(2). Thereafter, the $500 limitation will apply.

b. The employee's health insurance coverage will be continued in accordance with the terms of Article 29 of this Agreement for two (2) months following the month during which activation occurs.

c. Upon return from military leave to District service, the employee will have the same contractual status held prior to leave and will be reinstated to the same or similar position held prior to leave. If such leave is longer than one school year, the employee will be reinstated to the same or similar position held prior to leave.

5. Personal Leave

a. Each full-time bargaining unit member during each school year shall be entitled to three (3) unrestricted days of personal leave with pay.

(1) Part-time bargaining unit members regularly assigned to work each student day but on duty less than six (6) hours per day are eligible for personal leave, with the further understanding that a personal leave day for such a member is equal in length to the member's regular part-time work day.

(2) Substitute certificated employees are not eligible for personal leave.

(3) If a bargaining unit member's first day of active service within a particular school year occurs on or after December 1, the employee shall have no entitlement to personal leave during that school year. If a substitute is assigned to one (1) specific teaching position and becomes eligible for personal leave after sixty (60) days of service pursuant to Section 3319.10 of the Ohio Revised Code, the sixtieth (60th) day of service must occur prior to December 1 as a condition of eligibility for personal leave during that school year.

b. Written requests for personal leave shall be submitted at least five (5) days in advance of the date for which leave is requested. If five (5) days' notice is not possible, the bargaining unit member shall notify the building principal as soon as possible. The request for Personal Leave Form must be in not later than the day the member returns from leave.

c. At the end of the school year, the bargaining unit member may present a voucher to the Treasurer's office indicating the number of unused personal days to be carried over or requesting a cash benefit for any unused personal leave day(s).

(1) The cash benefit shall be equal to eighty-five dollars ($85) for each day that is converted. (Such cash benefit shall not be subject to contributions to any of the retirement systems, either by the bargaining unit member or the employer.)

(a) Such check shall be paid as a separate job included in a regular check. Please note that taxes will be withheld from that amount as if paid by separate no later than July 30.

(b) Failure to submit a voucher by June 30 of each year will indicate a choice to accumulate these days as sick leave.

d. Personal leave days shall not be used on professional development days or on the day before or the day after a vacation or holiday period except with the pre-approval of the Superintendent/ Designee for the reasons listed in item (1) below; however, if the request for a personal day is to attend the unit member's wedding or the wedding of a unit member's parent, child, or sibling, or for attendance at the graduation ceremony of the unit member, unit member's child or spouse, the day shall be granted without the penalty indicated in item (1) c. below, or moving the bargaining unit member's child into college during their freshman year. The member must provide documentation from the college/university showing the move-in date and a statement from the member verifying the child's freshman year status.

(1) Pre-approval cited in the preceding item shall be limited to the following reasons and will reduce the balance of unrestricted days at the rate of two (2) days for each day approved. Post-approval allowed for Item (e) with proper verification:

(a) Moving

(b) Adoption of a child

(c) Attendance at graduation of a family member other than those listed above.

(d) Adverse travel conditions which prohibit the bargaining unit member from safely reaching his/her work assignment or commercial grounding or cancellations which prohibit the member from reaching his/her work assignment. This provision applies only if the member is out of town or away from his/her home and is unable to reach his/her work assignment. It does not apply to a member who cannot reach his/her work assignment from his/her home.

e. No more than five percent (5%) of the certificated staff within a particular building will be granted a personal leave day on the same date. The bargaining unit member will be notified if the leave request exceeds that limitation on a particular date. Special consideration will be given on an individual basis.

f. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

g. A bargaining unit member who does not use all of the three (3) personal days to which he/she is entitled in a school year may carry over up to two (2) unused days into the succeeding school year, with the further understandings that (A) in no school year can the member have more than a total of five (5) accrued days, and (B) in no school year can more than three (3) personal days be used consecutively.

6. Religious Leave

A bargaining unit member may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has established that in order to properly observe such day no work should be performed on the day and provided the employee is an active member of the religious body. Requests for such absence shall be made in writing to the Superintendent/Designee at least ten (10) school days prior to the holiday. Such absence shall not exceed three (3) days during the school year, which days shall not be charged against any other leave.

7. Assault Leave

a. A bargaining unit member who must be absent because of a disability resulting from a physical assault, which occurs during the course of Board employment while on duty on school grounds, while required to be in attendance at a school-sponsored function, or while exercising employment authority on behalf of the Board when attending school functions, shall be eligible to receive assault leave.

b. The bargaining unit member applying for assault leave shall submit a signed statement on forms prescribed by the Board within forty-eight (48) hours after the incident occurs or as soon thereafter as possible. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known, the facts surrounding the assault. The member shall file criminal charges against his/her assailant as soon as he or she is medically able. The Board will cooperate with the member in pursuing such criminal action. The member may, at the Board's discretion, be granted a leave of absence with pay for court appearances in connection with the incident.

c. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its probable duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for either suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

d. Upon determination of eligibility by the Superintendent/Designee, such leave shall be granted for a period not to exceed twenty-five (25) days. Payment for assault leave shall not exceed the bargaining unit member's per diem rate of pay less Worker's Compensation.

8. Professional Leave

a. The Board recognizes that attendance at certain educational meetings, workshops, conferences, and conventions can contribute to the professional growth and development of its certificated staff. The Board, therefore, may pay reasonable expenses for full-time bargaining unit members to attend professional meetings that have the potential of improving the member's teaching performance and/or is beneficial to the overall educational program of the District. Reasonable expenses do not include payment for attendance at local, state, or national association meetings, such as delegate assemblies or conventions.

b. Each bargaining unit member must complete a Professional Leave Request Form for approval. A Professional Leave Request Form may be initiated by the individual member or at the recommendation of the administration.

c. The following general guidelines will be considered regarding approval or disapproval:

(1) The professional meeting is directly related to the current professional responsibilities of the bargaining unit member requesting the leave.

(2) The professional meeting will benefit the overall educational program of the District.

(3) There are no expenses for the District.

(4) There are reasonable expenses for the District.

(5) The bargaining unit member is an active participant in the program.

(6) The bargaining unit member is a member of the sponsoring organization.

(7) The bargaining unit member has previously attended.

(8) The immediate supervisor or principal has recommended approval.

(9) Attendance by duly elected delegates to professional association conferences and/or conventions shall be an appropriate consideration for use of professional leave.

(10) Frequency of prior leave requests.

d. The Professional Leave Request Form approval procedure is as follows:

(1) Approval by the immediate supervisor or principal

(2) Approval by the Superintendent/Designee

(3) Approval by the Board

No Professional Leave Request Form will be presented to the Board by the Superintendent/ Designee for approval after the date of the professional meeting. All professional leave requests must have prior approval of the Board. Professional leave requests must be received by the Superintendent/Designee on or before the first Tuesday of each month for approval by the Board the second Tuesday of each month.

e. A bargaining unit member who has been approved to attend a professional meeting shall receive full pay for those school days absent from regular duties.

9. Assessment Leave

a. A bargaining unit member who is required to engage in one-on-one diagnostic testing with pupils and/or to administer District-approved common assessments or other "short cycle" assessments in order to meet the District's assessment needs shall be provided up to four (4) days of release time per school year for this purpose. Assessment leave may also be used for activities including, but not limited to; administering assessment, analyzing data, data team assessment creation and data team analysis.

b. A bargaining unit member who is required to complete individualized education plans for special education students shall be provided up to three (3) days of release time, as needed, per school year for this purpose.

(1) If up to three (3) of the seven (7) available days referenced in 9. a. & b. above are cancelled due to lack of substitutes, said member will be given the equivalent of one Professional Option Day for completing IEP's on non-work days. The additional day shall be placed on the Professional Option Day Completion form at a rate of $250.00 per day. This IEP completion day will be in addition to the Professional Option Days as found in Appendix "J" and awarded even in years when PODs are not offered by the District.

(2) Related services bargaining unit members required to complete individualized education plans will be given the equivalent of one Professional Option Day for completing IEP's on non-work days. The additional day shall be placed on the Professional Option Day Completion form at a rate of $250.00 per day. This IEP completion day will be in addition to the Professional Option Days as found in Appendix "J" and awarded even in years when PODs are not offered by the District.

c. These days will be granted under the following conditions:

(1) A Professional Leave Request Form must be submitted to the building principal at least three (3) work days in advance.

(2) The leave must be coordinated with the building principal and will be contingent upon the availability of a substitute.

(3) No more than five (5) bargaining unit members per building will be authorized for such leave on any given day.

(4) Any bargaining unit member using such leave must report to the employee's home school, or central office, during regularly assigned working hours.

(5) No such leave shall be approved during the last two (2) weeks of a school year.

B. ***Unpaid Leaves***

1. Ill Health

a. Upon the written request of a bargaining unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive years for illness or other disability. The Board may grant a leave for these reasons without a request from a member pursuant to provisions specified in Section 3319.13 of the Ohio Revised Code.

b. The bargaining unit member's request for said leave must be accompanied by a statement from the attending doctor and at the discretion of the Board, approved by a Board appointed physician. Said statement must indicate the nature of the illness and recommend that the member be relieved of duties. If the Board requires the member to be examined by the Board appointed physician, it shall assume the cost of the examination.

c. At least thirty (30) days before a bargaining unit member on a leave of absence for ill health expects to resume his/her duties, said bargaining unit member or someone acting in his/her behalf, must request, in writing, the reinstatement of said member to the staff.

In requesting reinstatement, said bargaining unit member does not forfeit his/her right to request an extension of his/her leave of absence for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.

d. Not less than ten (10) days before termination of leave, a doctor's statement, certifying that the bargaining unit member has been examined, and that he/she will be able to resume his/her duties when the leave of absence expires, must be submitted by said member. The doctor's statement, at the discretion of the Board, will be subject to approval by a Board appointed doctor.

2. Maternity and Child Care Leave

a. A bargaining unit member who is pregnant or who is adopting a child may use sick leave pursuant to A.1. above and/or may take an unpaid leave for the period of the member's disability pursuant to B.1. above. For this purpose, "period of disability" means the period during which the bargaining unit member is unable to perform the duties of the job as determined by her physician and the provisions of this paragraph. It is presumed that such period extends for a minimum of six (6) weeks beyond birth in the case of birth by normal delivery and eight (8) weeks beyond birth in the case of birth by cesarean section. The Board may require medical certification, using the prescribed form, if paid leave is requested beyond the applicable

presumed period of disability. If the Board questions such medical certification, the Board may have the employee's condition evaluated, at Board expense, by a Board-designated physician. If a disagreement exists between the employee's physician and the Board-designated physician, the employee (with Association assistance) and Board shall mutually agree upon the selection of a third physician, whose opinion shall be final and the cost of which will be borne by the Board if the physician sides with the employee's physician and by the Association if the physician sides with the Board-designated physician. The Board will not question the medical certification provided by the employee under this paragraph arbitrarily or capriciously.

b. Upon written request of a bargaining unit member, the Board may grant an unpaid leave of absence for a period of not more than one (1) school year for child care. A request for child care leave shall be submitted to the Superintendent/Designee at least thirty (30) days before the desired effective date. This requirement may be waived by the Superintendent/Designee in an emergency. At the time of submitting the request and with the Superintendent/Designee's approval the member may establish a termination date at a natural break in the school year, e.g. the end of a vacation or grading period or following a weekend if the unit member has given that predetermined return date to the Administration. A member shall inform the Superintendent/Designee in writing, of the member's intention to return to duty at least ninety (90) days before the expiration of a leave of a semester or longer, and twenty (20) days before the expiration of a leave of at least nine (9) weeks, but less than a semester. Failure to notify the Superintendent/Designee of intention to return to duty may be deemed an automatic resignation.

3. Family and Medical Leave Act of 1993

a. If an employee is eligible for leave under the Family and Medical Leave Act of 1993 and timely applies for such leave, the twelve (12) month period during which up to twelve (12) weeks of leave entitlement may occur shall be a rolling twelve (12) month period measured backward from the date the employee uses leave under the Act.

b. Eligibility for and the use of leave under the Act shall be governed by the terms of the Act, with the employee and Board retaining all options available to each under the Act. Any dispute over whether the Act has been violated shall be resolved under the enforcement procedures provided by the Act and shall not be grievable or otherwise reviewable under Article 19 of this Agreement.

4. Professional Study or Travel

a. Leaves of absence, without pay, for professional study or travel may be granted to bargaining unit members not to exceed one (1) full year. An applicant on leave for professional study shall outline, in writing, the program of study to be pursued. The Superintendent/Designee shall recommend the approval of such leave only if, in his/her opinion, the program of study or travel is of such a nature as to contribute directly to improved educational conditions in the District.

b. Leave of absence for professional study or for travel may be granted for a period of one (1) year, except at the discretion of the Superintendent/Designee, and only when it can be clearly demonstrated that the program of the District will not suffer as a result of the granting of such a leave. Absence, without leave having been granted, shall be considered as termination of contract by the bargaining unit member.

c. Termination of the above two (2) kinds of leave shall be only on written request of the bargaining unit member on leave, said request being filed with the Superintendent/Designee not less than one hundred-twenty (120) days prior to the return to duty of the member. Failure to comply with this regulation may be deemed an automatic resignation.

d. Any bargaining unit member who, while on leave for professional study or for travel, engages in employment comparable to his/her employment with the District, shall be considered to have terminated his/her contract.

5. Military Leave

a. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any full-time bargaining unit member who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.

b. Any full-time bargaining unit member whose services in the District have been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code.

6. Emergency Leave

Emergency leave, without pay, may be granted by the Superintendent/Designee upon submission of satisfactory evidence of an emergency. Such leave will require a certificate of explanation, signed by the bargaining unit member giving reason or justification. Emergency leave shall only be granted in units of one-half (1/2) day or more, but shall not exceed five (5) consecutive work days. All personal leave must be exhausted before emergency leave will be granted.

C. ***General Provisions for Unpaid Leaves***

1. Unpaid leaves of absence, if approved, shall be granted for the remainder of a semester, the remainder of a school year, or for an entire school year. Such leave may terminate at the end of any vacation or grading period. Earlier termination of leaves shall be at the discretion of the Superintendent/Designee.

2. Upon a bargaining unit member's return from an unpaid leave of absence, the Board will make every reasonable effort to return the member to a position comparable to that held prior to the member's leave of absence.

3. Upon a bargaining unit member's return from an unpaid leave of absence for maternity, paternity, or adoption purposes, the Board will place the member in the position held prior to leave if the member returns to service by not later than the beginning of the school year immediately following the school year in which such leave began.

4. Any bargaining unit member who, while on an unpaid leave of absence, accepts a full-time teaching contract with another district or engages in other similar full-time employment may be considered to have resigned his/her employment with the Board.

5. If the insurance carrier permits, a bargaining unit member on an unpaid leave (other than leave under the Family and Medical Leave Act of 1993) may continue group insurance coverage at the member's expense.

ARTICLE 29

INSURANCE

A. The Board shall provide each full-time bargaining unit member with group term life and accidental death and dismemberment insurance coverage in the amount of $40,000. The Board shall pay one-hundred percent (100%) of the premium. In addition, each member may purchase at his/her expense additional life and accidental death and dismemberment coverage not to exceed five (5) times the member's annual salary. In addition, the member may elect to insure their spouse and children for an additional expense.

B. The Board shall make available a medical, surgical, and major medical insurance program to all bargaining unit members in accordance with the following provisions:

1. The employee shall pay the following percentage of the premium listed below:

<u>30 Hours or more per week</u>
15% of the Premium for Single or Family coverage

<u>More than 20 and less than 30 Hours</u>
25% of the Premium for Single or Family coverage

<u>More than 10 through 20 Hours</u>
50% of the Premium for Single or Family coverage

<u>1 through 10 Hours</u>
75% of the Premium for Single or Family coverage

2. Effective with January 2021 coverage, the following provisions will be in effect:

a. An in-network annual deductible shall be implemented at:

<u>Single</u>	<u>Family</u>
$500	$1,000

An out-of-network annual deductible shall be implemented at:

<u>Single</u>	<u>Family</u>
$1,500	$3,000

b. An in-network coinsurance allocation shall be implemented at:

<u>Employee cost</u>	<u>Board cost</u>
10%	90%

An out-of-network coinsurance allocation shall remain at:

Employee cost	Board cost
30%	70%

c. An annual in-network out-of-pocket maximum (inclusive of the deductible) shall be implemented at:

Single	Family
$1,500	$3,000

An annual out-of-network out-of-pocket maximum (inclusive of the deductible) shall be implemented at:

Single	Family
$4,000	$8,000

3. If the existing medical plan is cancelled by the carrier to the District, the Board shall forthwith begin negotiations with the Association as to how affected bargaining unit members will be covered.

4. If the employee is required to contribute toward the monthly cost of insurance benefits, the employee's contribution may be paid with pre-tax dollars under the District's Internal Revenue Code Section 125 Plan. The district will pay any administrative fee for the employee's use of any part of the Section 125 plan.

5. Part-time employees (those who do not regularly work at least 30 hours per week) are not eligible to participate in health insurance coverage under this Article unless the part-time employee was participating in Board-provided coverage in December 2013, in which case the employee is "grandfathered" and will be permitted to continue to participate in coverage on the same terms as applied to such employee in December 2013. If the part-time employee voluntarily drops health insurance coverage, the employee is ineligible to reinstate coverage until such time, if any, as the employee is regularly employed to work at least 30 hours per week.

C. The Board shall provide full-time bargaining unit members a dental insurance plan which maintains current coverages and benefit levels except the following:

1. Monthly Premium

Employee cost	Board cost
5%	95%

2. The maximum annual benefit is:

Amount
$2,000

3. Coinsurance for Class II benefits shall be allocated at:

Employee cost	Board cost
10%	90%

D. Substitutes who are bargaining unit members must be under regular contract and must have worked for sixty (60) days in the same assignment to be eligible for these benefits.

E. Only one (1) family medical insurance plan and one (1) dental insurance plan shall be provided where more than one (1) member of a household is employed by the District. Each bargaining unit member shall be eligible to enroll for life insurance coverage. The family members shall inform the Treasurer as to which family member shall be enrolled in the coverage.

1. This includes domestic partners where both are employed by the District, one of which is a bargaining unit member. Domestic partners are two individuals who share a regular and permanent residence, who have a committed personal relationship (for at least six months), who can demonstrate financial interdependence, and who are not related by blood, legally married, nor in a domestic partnership with anyone else.

2. In order to qualify for member of the same household benefits as described in paragraph 1, both employees must complete and file with the Treasurer an Affidavit of Domestic Partnership, along with proof required of shared financial obligations. A copy of the Affidavit can be obtained from the Payroll Department.

F. The Board will provide to all bargaining unit members liability insurance at the same limits of coverage that it purchased for itself. There shall be no cost to the member.

G. During the life of this Agreement, a committee composed of three (3) persons appointed by the Superintendent/Designee and three (3) bargaining unit members appointed by the Association President shall assess the District's medical insurance program, work with an independent third-party consultant recommended by the committee and acceptable to the Board and Association. The consultant will make recommendations on coverage and benefits specifications subject to ratification by the Board and the Association prior to implementation.

ARTICLE 30

SALARY

A. Bargaining unit members shall be placed on the salary schedule (Appendix A1) at the appropriate step indicated by their years of experience and professional preparation.

B. The computation base for the Salary Index shall be $45,414 effective school year 2021-2022, $46,322 effective school year 2022-2023 and $47,248 effective school year 2023-2024.

Bargaining unit members who were employed by the District and at step 8 during the 2020-2021 school year shall receive a lump sum payment of five hundred dollars ($500) in the second pay of October 2021.

Bargaining unit members who were employed by the District and at step 7 during the 2020-2021 school year shall receive lump sum payments of five hundred dollars ($500) in the second pays of October 2021 and October 2022.

Bargaining unit members who were employed by the District and at step 6 or below during the 2020-2021 school year shall receive lump sum payments of five hundred dollars ($500) in the second pays of October 2021, October 2022, and October 2023.

C. All bargaining unit members at the initial time of employment will be permitted to transfer a maximum of ten (10) years of earned teaching experience.

1. A bargaining unit member at the initial time of employment will be given vertical credit on the salary schedule for all years of military service up to a maximum credit of five (5) years. The total combined experience credit for teaching and military service will not exceed ten (10) years unless the Board exercises the option specified in Paragraph 2 below.

2. The Board may, at its discretion and in light of the particular circumstances surrounding its hiring decision, add up to three (3) additional years to the member's actual years of prior teaching experience or subtract up to three (3) years from the member's actual years of prior experience. In no event, however, will the member not receive credit for all years (if any) of prior military experience. This Paragraph supersedes any provision to the contrary appearing in Chapter 3317 of the Ohio Revised Code.

3. If a bargaining unit member who is being compensated under the Tutor Hourly Rate Schedule appearing in Article 35, Section B of the Master Agreement becomes regularly employed as a teacher, and therefore entitled to be placed on and paid in accordance with the teachers' salary schedule, the member will be given vertical credit on the teachers' schedule for all years of vertical credit awarded on the tutors' schedule up to a maximum credit of three (3) years. Thereafter, the member will receive a year of vertical credit on the teachers' schedule in accordance with the normal rules that apply to teachers.

4. If a bargaining unit member who is being compensated as a part-time tutor and a part-time teacher becomes regularly employed as a full-time teacher, that member will be placed on the appropriate step on the teachers' schedule for all years of vertical credit.

5. If a bargaining unit member has previously worked as a teacher in the District, severs such employment for any reason, and subsequently is reemployed by the Board as a teacher, the member will be given vertical credit on the teachers' salary schedule for all years of prior District teaching service coupled with additional credit for all years of prior teaching service outside the District (if any), with the further understanding that the total combined experience credit will not exceed ten (10) years. However, if the total credit includes any year(s) of prior teaching service outside the District, the Board may exercise the option specified in Paragraph 2 above, except that in no event will the member not receive credit for all years of prior teaching service in the District.

6. In any case where operation of the above provisions conflicts with the terms of Article 32, Section A, Paragraphs 1 and 2 of the Master Agreement, it is mutually understood that the above terms take precedence.

D. National Board-Certified teachers shall have an additional $1,500 added to their annual salary for each year (prorated in the event of a partial year) they maintain such National Certification.

E. Bargaining unit members on Supplemental Salary(ies) for extracurricular duties shall be paid according to the salary schedule attached as Appendix G to this Agreement. The Board may or may not fill any or all of the positions as listed on the Supplemental Salary Schedule. If during the life of this Agreement the Board

creates a new supplemental position, the Board may unilaterally set an interim salary for that position until such time as said salary can be negotiated in accordance with the provisions of this Agreement in reaching a successor Agreement.

F. Each bargaining unit member is responsible for maintaining valid professional licensure/certification at all times. If a member's license/certificate for the teaching field(s) in which he/she is assigned lapses under circumstances where the employee--not the District, State Department of Education, or the relevant college/university--is clearly negligent, then the member shall be placed at the base salary (Bachelor's Column at Step 1) specified under Section B, paragraph I until such time as a valid license/certificate is obtained, but in no event for more than sixty (60) work days. If a valid license/certificate is not obtained by the end of the 60 work-day period, the member will be terminated for lack of a legally required credential.

The Board will continue to make a reasonable effort to notify in writing each January all bargaining unit members whose license/certificate will expire at the end of that school year, but it is mutually recognized that the ultimate responsibility for maintaining the required credential rests with the employee.

ARTICLE 31

SUPPLEMENTAL SALARY SCHEDULE

A. The supplemental salary schedule shall affect all contracts for activities or athletic seasons.

B. Placement on the supplemental salary schedule shall be determined by:

The salary indicated on the B.A. column for the appropriate years of experience (Step 1 through 10) as listed in the salary schedule, steps 11 through 14 at 1.5018, and steps 15 and beyond at 1.5641 times the percentage listed on the supplemental salary schedule. (The supplemental salary schedule index shall be placed at the beginning of Appendix G)

C. For purposes of this Article, years of experience shall be defined as experience in coaching the sport or coordinating the activity. Years credited shall be those performed in the District and/or as certified by previous school district employers presented to the personnel office prior to Board action to offer the supplemental contract.

D. An amount equal to one (1) stipend will be paid to two (2) or more club or class advisors who mutually agree to share an assignment if approved by the building principal and Superintendent/Designee and requested by the parties in writing prior to the Board offering the supplemental contract.

E. No bargaining unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract except for music positions that are directly tied to the teaching duties.

F. During the life of this Agreement, the Board may create new or additional positions. Initial salary schedule percentages or stipend determination shall be set by the Board but not until the Association President has been appraised of the pending recommendation and been given a reasonable amount of time to suggest changes to the Superintendent/Designee concerning that proposed recommendation.

(See Appendix ‘G' - Supplemental Salary Schedule)

ARTICLE 32

PAYROLL AND PAYROLL DEDUCTIONS

A. ***Initial Placement on the Salary Schedule***

1. Previous teaching experience shall be granted to a maximum of ten (10) years.

    a. All years of teaching in chartered public and non-public schools in the State of Ohio, provided that the bargaining unit member had a valid Ohio teaching license/certificate during each year of credited teaching experience.

    b. All years of teaching in chartered, public and non-public schools in the United States of America, other than Ohio.

    c. A year of teaching experience shall be granted for not less than 120 school days worked in any given school year.

    d. Any bargaining unit member hired by the District who has at least 120 days of substituting in any one year in the District will be credited a year of teaching experience for placement on the salary schedule.

2. Previous military service shall be granted to a maximum of five (5) years.

3. No bargaining unit member shall be paid less than the state minimum salary schedule. Members with previous experience will be placed on the salary schedule of the District at a dollar amount at least as high as the member would receive if placed on the state minimum salary schedule to a maximum of ten (10) years.

4. All previous experience, both teaching and military, must be verified by the bargaining unit member on forms furnished by the District.

5. Each bargaining unit member shall keep on file with the Superintendent/Designee, official transcripts of all college credit.

6. At any time during the school year a bargaining unit member may advance to a higher salary group by submitting an official transcript to the administrator in charge of personnel. The change in salary group will be reflected in the first regular paycheck received fifteen (15) days or later following receipt of proper verification by the Superintendent/Designee.

B. ***Payroll***

1. All bargaining unit members under contract by May 1 for the following school year will be given a salary notice by May 1. Members employed after May 1 will be given a contract indicating salary within thirty (30) days after employment by the Board. If a member files for a higher salary group and qualifies for said group, a revised salary notice will be issued within thirty (30) days after approval by the Board. The following items shall appear on the salary notification:

a. Gross base pay

b. Gross pay for extra duties

c. Gross pay for extended service

d. The employee's step and group on the salary schedule.

2. Supplemental pay contract(s) shall be issued, when possible, prior to the end of the current school year. Supplemental pay for in-service increment and yearly activities shall be divided into twenty-four (24) equal installments.

3. Supplemental pay for seasonal activities shall be issued three (3) times per year. Such payment shall be a separate job included in a regular check. Please note that taxes will be withheld from that amount as if paid by separate check. Those pay dates shall be within the time frame of the close of fall sports, the close of winter sports, and the end of the school year. Pay vouchers not received one (1) week prior to the supplemental payment shall be held until the following pay period. Mandatory deductions only shall be withheld from the supplemental pay.

4. Activity stipends shall be paid in a lump sum at the end of the school year. Such payment shall be a separate job included in a regular check. Please note that taxes will be withheld from that amount as if paid by separate check.

5. Bargaining unit members will be paid by direct electronic deposit effective September 1, 2002. Other than annuities, supplemental insurance, and credit union, unit members shall be permitted to have direct deposit for up to three (3) separate accounts in as many financial institutions.

   a. Per diem deductions shall be made for absence other than those provided for under the paid leave, emergency leave, association leave, assault leave or adoption leave provisions. The deduction of a day's salary shall be calculated as follows:

      (1) The total number of days the bargaining unit member is employed divided into the total salary (minus in-service increment or supplemental contract) times the number of days of unauthorized absence.

6. <u>Extended Duty</u>

   The Superintendent/Designee may recommend bargaining unit members for employment on extended service beyond the term of the regular school year, subject to the following regulations;

   a. Salary will be determined by dividing the yearly base salary, as determined by the bargaining unit member's salary schedule, by the number of days in the member's duty year, as listed in the school calendar, and then multiplying this daily rate times the number of days in the authorized extended service.

   b. Supplemental contracts shall be utilized for all extended service employment.

C. ***Payroll Deductions***

1. Upon receipt in the office of the Board Treasurer of properly executed documents, the eligible participating annuity company's Tax Sheltered Annuity reduction agreement, so long as it is not in conflict with the provisions of this Section, shall be implemented on an annual twenty-four (24) payroll cycle basis.

   After bargaining unit members are enrolled in a Tax Sheltered Annuity program, they shall be permitted (in accordance with IRS Regulations) to make one (1) change during each calendar year (January-December). The desired change may be made at any time (provided observance of payroll processing requirements are considered) with the exception of the months of July and August of each calendar year.

   Deductions made for the purpose of Tax Sheltered Annuity programs shall be remitted to the respective company in a timely manner and in compliance with the respective company provisions as to assure proper credit to each annuitant's account for the appropriate reporting period.

   No company may appear on the Board's eligibility list of participating companies unless it has executed the District's required "hold-harmless" agreement. In addition, no company appearing on the list as of the effective date of this Agreement will be retained on the list unless at least three (3) bargaining unit members are enrolled in its program; a company thus removed from the list for lack of participation will not be reinstated to the list unless and until at least three (3) members enroll in its program. No company not on the list as of the effective date of this Agreement will be added to the list unless at least three (3) members enroll in its program; if participation subsequently falls below the three-person threshold requirement, the company will be removed from the list unless and until three (3) bargaining unit employees again enroll in its program. Notwithstanding the minimum participation requirements for companies appearing in the immediately preceding two (2) sentences, however, once an employee establishes participation with a particular company the employee in all cases will be allowed to continue participation via payroll deduction in his/her company's program so long as desired and authorized by the employee with no break in participation. In no case will a member be permitted to begin participation with a particular company unless the company appears on the Board's eligibility list.

2. Upon written authorization to the Board Treasurer, a bargaining unit member will be permitted payroll deductions to the Franklin County Teachers' Federal Credit Union. Such deductions shall be in multiples of five dollars ($5.00).

   Such authorization shall continue in effect until such time that said bargaining unit member gives written notice to the Board Treasurer to cancel or change the deduction. A form to request deductions and/or change shall be made available at the office of the Board Treasurer.

   All credit union payments withheld from unit members' paychecks shall be sent to the credit union on or before the ninth (9th) of each month, unless this becomes impossible due to equipment malfunctions. In that event, payments shall be made within five (5) working days.

3. Payroll deductions for Association membership dues and fees shall be deducted equally from twenty-two (22) paychecks. Such payroll deductions shall begin with the third (3rd) paycheck of the bargaining unit member's contract year.

   In the event the bargaining unit member resigns during the contract year, the balance of dues for that contract year shall be deducted from his/her pay-off check.

4. FCPE/Fund For Children in Public Education deductions may be made upon written request of the bargaining unit member to the Board Treasurer.

5. If bargaining unit member contributions are required by this agreement for any group insurance program, such contributions shall be made automatically by payroll deduction as provided in Section 9.90 of the Ohio Revised Code. No written authorization by the member shall be required, although prior notice will be given all members of that deduction.

6. Upon written authorization of the bargaining unit member, the Board Treasurer will process an ongoing payroll deduction for the Community Partnership for Education until such time as the entity ceases to exist or the bargaining unit member provides written notice terminating such deduction.

ARTICLE 33

BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

A. For purposes of this Article, total annual salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement and applicable Board policies. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as a member contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS member contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pickup amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a bargaining unit member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pickup shall be included in the bargaining unit member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

D. The pickup shall apply to all payroll payments for the duration of this Agreement.

ARTICLE 34

FAIR SHARE FEE

A. ***Payroll Deduction of Fair Share Fee***

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Hilliard Education Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. 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 of 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 Agreement 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 Deduction***

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees 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:

1. sixty (60) days employment in a bargaining unit position or

2. January 15th

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 and Advance Reduction***

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code for challenging the amount of the representation fee. This procedure will be given to each member of the bargaining unit who does not join the Association. This procedure and notice thereof shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association.

F. ***Separation of Employment***

If a bargaining unit member's employment ends or if he/she assumes unpaid status with the Board before all the deductions have been made, the unpaid balance shall be deducted from his/her final pay prior to assumption of unpaid status. Each deduction shall be remitted to the Treasurer of the Association, by check, payable to the "Hilliard Education Association". Each such check shall be accompanied by a list of bargaining unit members from whose pay deductions were made and the amount deducted from the pay of each such member.

ARTICLE 35

TUTORS

A. This Article shall apply to Intervention Specialist, Title I, Title II, and EL Tutors and shall not apply to home instructors. (Home tutors shall be paid at Class ll, step 1 of the current Tutor Hourly Rate Schedule.)

B. Tutor Hourly Rate Schedule shall be as follows:

Effective Year 2021-2022			**Effective Year 2022-2023**			**Effective Year 2023-2024**		
Step	Class ll	Class lll	Step	Class ll	Class lll	Step	Class ll	Class lll
1	$29.33	$30.28	1	$29.91	$30.89	1	$30.51	$31.51
2	$30.28	$31.59	2	$30.89	$32.22	2	$31.51	$32.87
3	$31.59	$32.62	3	$32.22	$33.27	3	$32.87	$33.94
4	$32.62	$33.71	4	$33.27	$34.39	4	$33.94	$35.07
5	$33.71	$34.95	5	$34.39	$35.64	5	$35.07	$36.06
6	$34.95	$36.09	6	$35.64	$36.81	6	$36.36	$37.55
7	$35.77	$37.07	7	$36.49	$37.81	7	$37.22	$38.56
8	$36.99	$37.96	8	$37.72	$38.72	8	$38.48	$39.50

1. Tutors in Title I, Title II, DPPF, and EL with elementary certification/license will be placed in Class II. Requirements for Class III placement include:

   a. Reading Tutors with certification/license in reading and/or EH certification/licensure.

   b. Math Tutors with twelve (12) semester hours in math/math methods beyond the bachelor's degree or EH certification/license.

2. Intervention Specialist Tutors with temporary EH certification/license will be placed in Class II.

3. Intervention Specialist Tutors with full EH certification/license will be placed in Class III.

4. EL Tutors with temporary EL certification/license will be placed in Class II.

5. EL Tutors with full EL certification/license will be placed in Class III.

6. Tutors shall be credited with years of experience as a Tutor in the District on the above schedule. To receive credit for a year of experience, a Tutor must have tutored one hundred twenty (120) days or more in a school year. Newly employed Tutors shall start at step 1. Tutors previously employed in the District shall be given credit for up to five (5) years' experience.

C. Tutors shall be entitled to retirement and Workers' Compensation and the following provisions of this Agreement: grievance procedure, personnel records, sick leave, personal leave, assault leave, professional leave, court appearance leave, emergency leave, fee waivers, insurance benefits, individual contracts evaluation, academic freedom, payroll and payroll deductions, STRS pick-up, and all committees. Tutors shall not otherwise be subject to the provisions of this Agreement.

D. Tutors scheduled to work fifteen (15) or more hours per week shall receive paid planning time in the amount of thirty (30) minutes for each day they are scheduled to work. Every Tutor shall be guaranteed a minimum of one (1) hour paid planning time per week regardless of hours worked.

E. Tutors working twenty-three (23) hours or more per week shall be entitled to three (3) days of unrestricted personal leave each school year.

F. When assigning students to an Intervention Specialist Tutor's caseload or roster, the district will make a good faith effort to cap the caseload at 12 students at the elementary and middle schools and 18 students at the high school. When assigning students to an English Learner Tutor's caseload or roster, the district will make a good faith effort to cap the caseload to 75% of the teacher's caseload numbers as identified in Appendix H.

G. When assigning students to a Tutor, the district will make a good faith effort to take student needs into consideration and cluster students with similar needs.

H. Tutors working sixteen (16) hours or more per week shall be entitled to the Board-paid life insurance provisions as listed in Article 29, section A. of this Agreement. The Board shall pay one-hundred percent (100%) of the premium.

I. 1. Tutors working sixteen (16) through twenty-five (25) hours per week shall be entitled to the Dental Insurance as provided in Article 29, section E. of this Agreement with the Board paying fifty percent (50%) of the premium.

2. Tutors working twenty-six (26) through twenty-nine (29) hours per week shall be entitled to said dental plan with the Board paying seventy-five percent (75%) of the premium.

3. Tutors working thirty (30) hours per week shall be entitled to said dental plan with the Board paying ninety-five percent (95%) of the premium.

J. No bargaining unit member shall have his/her weekly hours reduced as a result of the enactment of the Affordable Care Act.

K. A Tutor Advisory committee shall be comprised of up to four (4) Tutors appointed by the Association President, with at least one (1) Tutor from each job classification, (Intervention Specialist, Title and EL). The committee will work with the Superintendent's designee to offer input on the Tutor job description and other issues specific to Tutors. The committee will meet up to twice a year on dates jointly determined by the committee.

ARTICLE 36

SPECIAL NEEDS STUDENTS

A. In most circumstances, participation by bargaining unit members in an alternative service delivery option (ASDO) model for special needs students will be on a voluntary basis. It is mutually recognized, however, that the particular circumstances surrounding a given case may mandate participation by members in such a project. Mandated participation will occur only after case-specific review by the building Administration and Special Education Coordinator.

B. Appropriate in-service, if needed, will be provided for bargaining unit members who have within their classroom a special needs student. In addition, members may, in consultation with the Administration, access professional leave in accordance with the terms of Article 28, Section A, paragraph 8 of this Agreement for the purpose of educating themselves on topics and techniques related to special needs students.

C. It is mutually recognized that the presence of special needs students can have an impact on the appropriate class size and workload of the regular classroom teacher. A good-faith effort will be made by the building Administration to adjust class size where appropriate, taking into account, among other factors, the number of special needs students, the nature of the disabilities involved, the class size prior to mainstreaming, and the extent of support and assistance being provided by ancillary staff members.

D. On a case-by-case basis, with input from directly affected bargaining unit members (if known), special needs students will be evaluated to determine whether and to what extent the presence of an intervention assistant is appropriate to assist students in caring for personal bodily needs or physical limitations. It is mutually recognized that members are not expected as a matter of course to administer medications to students, perform invasive medical procedures with respect to students, assist students in taking care of personal bodily needs, or physically lifting students, except for school nurses and special services personnel whose training and work assignment foreseeably involves such activities. Other members will not be required to engage in such activities except in emergency situations. In all cases, a member who in good faith engages in such activities will be considered to be acting in accordance with Board policy.

E. A special education teacher is responsible for implementing all Individualized Education Plan goals and objectives and to work with the regular classroom teachers to accomplish these ends. In addition, a special education teacher may work with any child in the classroom, not just special needs students.

ARTICLE 37

SUBSTANCE ABUSE

A. ***Substance Abuse***

1. No bargaining unit member shall manufacture, use, possess, distribute or be under the influence of any illegal narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other illegal substance of abuse or controlled substance as defined by federal and state law in the workplace. No member shall possess, use, distribute or be under the influence of alcohol in the workplace.

2. The "workplace" includes any school building, school property, school-owned vehicles, or any other site for school activities or events. "Under the influence" means the bargaining unit member is affected by the consumption of alcohol or an illegal drug to the extent that impairs the member's job performance or behavior.

3. As a condition of employment, every bargaining unit member will abide by the terms of paragraphs A. 1. and will notify the Board of any conviction for a violation of a criminal drug statute that occurred in the workplace within five (5) days after such conviction.

4. Any bargaining unit member whose physical characteristics, appearance, behavior, or breath odor suggests to a supervisor that he/she may be under the influence of alcohol while in the workplace may

be requested to take a breathalyzer test at the local police station or local health facility. Should a supervisor determine from the physical characteristics, appearance, or behavior of a bargaining unit member that he/she might be under the influence of illegal drugs while in the workplace, the member may be immediately taken to a local health facility for further diagnosis. The President of the Association shall be immediately notified that the member is being transported for testing.

A bargaining unit member found to have violated the terms of this Article may be subject to random alcohol/drug screenings for a period not to exceed twelve (12) calendar months from the date of last violation.

In all instances, the District shall protect a bargaining unit member's privacy during the testing process.

All costs associated with alcohol and drug testing shall be borne by the Board.

5. A bargaining unit member who violates the terms of paragraph A.1. as to use, possession or being under the influence, and whose employment is not terminated, shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved and paid for by the Board. If a member fails to satisfactorily participate in such a program or if the member violates paragraph A. 1. a second time, he/she shall be subjected to disciplinary action. Any member who violates paragraph A. 1. as to the manufacture or distribution of any drug, substance of abuse or controlled substance shall be subject to immediate disciplinary action.

6. This Article does not prohibit a bargaining unit member's use of any drug prescribed by a licensed physician which is consistent with the physician's directions or the use of any over-the-counter drug being used for the purpose for which it was manufactured.

B. ***Smoke-Free Environment***

In the interest of maintaining a smoke-free environment, smoking or any other use of tobacco products is prohibited in all District buildings and vehicles at all times; smoking or any other use of tobacco products is also prohibited on all other District grounds/property during, immediately before, and immediately after the bargaining unit member's assigned duty hours.

ARTICLE 38

ASSOCIATION ADVISORY COMMITTEE

An Association Advisory Committee shall be established consisting of not more than eight (8) members appointed by the Association and not more than eight (8) persons appointed by the Board. This Committee shall meet quarterly to discuss matters of common concern.

ARTICLE 39

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

In fulfillment of the requirements of Section 3319.22 of the Ohio Revised Code, the parties have established a District-wide Local Professional Development Committee (LPDC) whose by-laws, appearing in Appendix “K” of

this Agreement, are hereby incorporated by reference as part of this Agreement. It is mutually understood and agreed that disputes over whether a provision(s) of Appendix "K" has been violated are subject to the terms of Article 19 of this Agreement, but disputes over the LPDC's approval/disapproval of Individual Professional Development Plans (IPDPs) are not subject to Article 19. It is mutually agreed that the LPDC's rules for the IPDP process will, upon approval by the Superintendent/Designee and HEA President, be incorporated as part of the LPDC's by-laws.

ARTICLE 40

EMPLOYMENT OF STRS RETIREES

A. This Article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article 1 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

1. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the current contract language.

2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

3. The sole requirement for effecting the nonrenewal of the employee's limited contract and severing the employment relationship upon expiration of the employee contract is receipt by the employee of written notice of nonrenewal on or before June 1 of the school year to which the contract applies. The procedures appearing in Section 3319.11 of the Ohio Revised Code, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.

4. Upon employment, the employee will be credited with zero (0) years of seniority and shall not thereafter accumulate seniority for any purpose under this Agreement.

5. The employee is not eligible to participate in any medical insurance fringe benefits offered under Article 29 of this Agreement unless the employee is precluded by STRS policy from participating in medical insurance benefits offered through STRS. The employee will be afforded liability insurance under Article 29, Section F of this Agreement. With respect to dental and life insurance fringe benefits under Article 29, the employee will receive full benefits as per contract.

6. The employee will in no event qualify for fee waivers under Article 26, retirant pay under Article 27 or any retirant incentive, or professional study/travel leave under Article 28, Section B, Paragraph 4 of this Agreement.

B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 41

SENIORITY

A. ***Historical Context***

In light of the facts that both the composition of the bargaining unit and definitions of seniority have changed over the years, the parties recognize and mutually now reaffirm the following significant dates:

1. January 1, 1984 is the date when tutors first entered the bargaining unit.

2. January 1, 1987 is the date when part-time bargaining unit members began to earn and accrue seniority.

B. ***Seniority Lists***

Bargaining unit members shall be placed on a seniority list for each teaching field for which they are properly certified/licensed. It is recognized that tutors constitute a distinct group, separate from all other bargaining unit members, for whom a seniority list is independently maintained and further recognized that seniority for this tutor group does not affect seniority for any other group and vice versa. As to any seniority list, members with continuing contracts will be placed at the top of the list, in descending order of seniority. Members with limited contracts will be placed under continuing contract members, also in descending order of seniority. Annually, by not later than January 1, the Administration will furnish the Association President with copies of all seniority lists, current through the end of the immediately preceding school year.

C. ***Calculation of Seniority***

Seniority shall be determined by length of continuous service within the bargaining unit. Continuous full-time or part-time service will be credited toward an individual's seniority in accordance with the following definitions and principles:

1. Full-time bargaining unit members, except for tutors, are those under contract serving in the District for the full school year (five [5] days per week, thirty-six [36] weeks per year), and extended service, and for more than six (6) hours per day. Members hired under regular contracts to fill vacated or newly created full-time positions shall also be placed on the applicable seniority list in accordance with the provisions of this Article.

2. Part-time bargaining unit members, except for tutors, are those under contract serving in the District for three (3) hours or more per day or a minimum of three (3) days per week with at least five (5) hours per day. Seniority shall be credited in keeping with the provisions of this Article, except that years of seniority for part-time members shall be multiplied by a factor equal to the portion of the day/week worked. Part-time bargaining unit members serving less than as specified above, casual (service contract), and substitute employees do not have seniority rights.

3. Full-time bargaining unit tutors are those under contract serving in the District for at least thirty (30) regularly scheduled hours per work week.

4. Part-time bargaining unit tutors are those under contract serving in the District for fewer than thirty (30) regularly scheduled hours per work week. Seniority shall be credited in keeping with this Article,

except that years of seniority for part-time tutors shall be multiplied by a factor equal to the portion of the day/week worked. Casual (service contract) and substitute tutors do not have seniority rights.

D. A bargaining unit member's seniority date will be adjusted for unpaid leaves of absence as follows:

1. Adjustments for unpaid leaves will be made using semester increments. No adjustment will be made for leaves of less than a semester. One-half year adjustment will be made for leaves of a semester or more, up to one (1) year. One (1) year adjustment will be made for each full-year leave.

2. Adjustments in seniority will be calculated at the beginning of each school year using the status of each bargaining unit member for that school year. For individuals who have a change in status during the school year, the adjustment will be made at the time of that change.

E. Among bargaining unit members with the same length of continuous service after application of the above definitions and principles, seniority shall be determined by the following order:

1. The date of the Board meeting at which the member was hired, and then by

2. The date on which the member submitted a completed job application, and then by

3. Length of prior full-time service in the bargaining unit.

4. After exhaustion of the above, if a tie still exists, a draw will be utilized to break the tie. This drawing shall take place in the presence of the members involved, the Association President, and a member of the Administration.

ARTICLE 42

MISCELLANEOUS

A. Each bargaining unit member will be provided with a copy of this Agreement. The cost of printing and typing this Agreement will be shared equally between the Board and the Association.

B. The Board will provide the Association President with two (2) copies of the Board Policy Book. Also, one (1) copy of the Board Policy Book will be available in every school building and may be examined by bargaining unit members.

C. The Board will continue to staff elementary media centers.

D. On the workday preceding the first school day in which students are in attendance, bargaining unit members will be on duty to prepare classrooms and programs for students from 1:00 p.m. to 3:30 p.m. This time shall not be interrupted by staff meetings.

E. Any changes in forms set forth in this Agreement shall be mutually agreed upon by the Superintendent/Designee and the Association President before the changes are implemented.

F. Throughout this Agreement, unless otherwise specified, "Superintendent" means the Superintendent or the Superintendent's designee.

G. All in-service increments earned and in place under the program as of December 31, 2001 will remain in place for so long as the employee remains continuously employed in the District.

H. As required by Section 3302.10(P) of the Ohio Revised Code, the parties incorporate into this Agreement the provisions of Section 3302.10. Section 3302.10 will have no effect on any provision of this Agreement unless the District would meet requirements of Ohio law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from such distress with this Agreement intact to the maximum extent possible.

ARTICLE 43

IMPLEMENTATION AND DURATION

A. ***Duration***

This Agreement shall be effective at 12:01 A.M. on July 1, 2021, and shall continue in full force and effect through midnight June 30, 2024.

B. ***Severability***

In the event there is a conflict between a provision of this Agreement and Section 4117.10 (a) of the Ohio Revised Code or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, Section 4117.10 (a) of the Ohio Revised Code or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with Section 4117.10 (a) of the Ohio Revised Code or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in Section 4117.10 (a) of the Ohio Revised Code or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

C. The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive further negotiations, except as provided in B. above, during the life of this Agreement, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this

Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

D. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes together with the Recognition and Negotiations Procedure the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

E. Upon adoption and ratification of this Agreement by the Association and the Board, it shall become binding on all parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first above mentioned.

Hilliard Education Association

Mary Kennedy
HEA President

Mary Kennedy
Negotiations Chairperson

Hilliard City School District Board of Education

Superintendent

Treasurer

Lisa A Whiting
Board President

APPENDIX A
HILLIARD CITY SCHOOL DISTRICT
SALARY SCHEDULE INDEX

Effective School Year 2021-2022

Step	Bachelor	Bachelor +150	Master	MA +15
1	1.0000	1.0600	1.1200	1.1800
2	1.0415	1.1040	1.1665	1.2290
3	1.0847	1.1498	1.2149	1.2800
4	1.1297	1.1975	1.2653	1.3331
5	1.1766	1.2472	1.3178	1.3884
6	1.2254	1.2990	1.3725	1.4460
7	1.2763	1.3529	1.4295	1.5060
8	1.3028	1.3810	1.4592	1.5373
9	1.3293	1.4090	1.4888	1.5685
10	1.3569	1.4383	1.5197	1.6011
11	1.3845	1.4675	1.5506	1.6336
12	1.4133	1.4980	1.5828	1.6675
13	1.4420	1.5284	1.6150	1.7014
14	1.4719	1.5601	1.6485	1.7367
15	1.5018	1.5918	1.6820	1.7720
16	1.5641	1.6579	1.7518	1.8456
17	1.6290	1.7267	1.8245	1.9222
18	1.6966	1.7984	1.9002	2.0019
19	1.7670	1.8730	1.9791	2.0850
20	1.8403	1.9507	2.0612	2.1716
21	1.9167	2.0317	2.1467	2.2617
22	1.9167	2.0317	2.1467	2.2617
23	1.9167	2.0317	2.1467	2.2617
24	1.9962	2.1160	2.2358	2.3555

APPENDIX A1
HILLIARD CITY SCHOOL DISTRICT
SALARY SCHEDULE

Index Computation Base $45,414

Effective School Year 2021-2022

Step	Bachelor	Bachelor+ (150)	Master	MA +15
1	45,414	48,139	50,864	53,589
2	47,299	50,137	52,975	55,814
3	49,261	52,217	55,173	58,130
4	51,304	54,383	57,462	60,541
5	53,434	56,640	59,847	63,053
6	55,650	58,993	62,331	65,669
7	57,962	61,441	64,919	68,393
8	59,165	62,717	66,268	69,815
9	60,369	63,988	67,612	71,232
10	61,622	65,319	69,016	72,712
11	62,876	66,645	70,419	74,188
12	64,184	68,030	71,881	75,728
13	65,487	69,411	73,344	77,267
14	66,845	70,850	74,865	78,870
15	68,203	72,290	76,386	80,474
16	71,032	75,292	79,556	83,816
17	73,979	78,416	82,858	87,295
18	77,049	81,673	86,296	90,914
19	80,247	85,060	89,879	94,688
20	83,575	88,589	93,607	98,621
21	87,045	92,268	97,490	102,713
22	87,045	92,268	97,490	102,713
23	87,045	92,268	97,490	102,713
24	90,655	96,096	101,537	106,973

Bachelor – bachelor's degree
Bachelor+ (150) – total of 150 semester hours including bachelor's degree
Master – master's degree
MA +15 – 15 semester hours after master's degree is conferred

APPENDIX A2
HILLIARD CITY SCHOOL DISTRICT
SALARY SCHEDULE

Index Computation Base $46,322

Effective School Year 2022-2023

Step	Bachelor	Bachelor+ (150)	Master	MA +15
1	46,322	49,101	51,881	54,660
2	48,244	51,139	54,035	56,930
3	50,245	53,261	56,277	59,292
4	52,330	55,471	58,611	61,752
5	54,502	57,773	61,043	64,313
6	56,763	60,172	63,577	66,982
7	59,121	62,669	66,217	69,761
8	60,348	63,971	67,593	71,211
9	61,576	65,268	68,964	72,656
10	62,854	66,625	70,396	74,166
11	64,133	67,978	71,827	75,672
12	65,467	69,390	73,318	77,242
13	66,796	70,799	74,810	78,812
14	68,181	72,267	76,362	80,447
15	69,566	73,735	77,914	82,083
16	72,452	76,797	81,147	85,492
17	75,459	79,984	84,514	89,040
18	78,590	83,305	88,021	92,732
19	81,851	86,761	91,676	96,581
20	85,246	90,360	95,479	100,593
21	88,785	94,112	99,439	104,766
22	88,785	94,112	99,439	104,766
23	88,785	94,112	99,439	104,766
24	92,468	98,017	103,567	109,111

Bachelor – bachelor's degree
Bachelor+ (150) – total of 150 semester hours including bachelor's degree
Master – master's degree
MA +15 – 15 semester hours after master's degree is conferred

APPENDIX A3
HILLIARD CITY SCHOOL DISTRICT
SALARY SCHEDULE

Index Computation Base $47,248

Effective School Year 2023-2024

Step	Bachelor	Bachelor +150	Master	MA +15
1	47,248	50,083	52,918	55,753
2	49,209	52,162	55,115	58,068
3	51,250	54,326	57,402	60,477
4	53,376	56,579	59,783	62,986
5	55,592	58,928	62,263	65,599
6	57,898	61,375	64,848	68,321
7	60,303	63,922	67,541	71,155
8	61,555	65,249	68,944	72,634
9	62,807	66,572	70,343	74,108
10	64,111	67,957	71,803	75,649
11	65,415	69,336	73,263	77,184
12	66,776	70,778	74,784	78,786
13	68,132	72,214	76,306	80,388
14	69,544	73,712	77,888	82,056
15	70,957	75,209	79,471	83,723
16	73,901	78,332	82,769	87,201
17	76,967	81,583	86,204	90,820
18	80,161	84,971	89,781	94,586
19	83,487	88,496	93,509	98,512
20	86,950	92,167	97,388	102,604
21	90,560	95,994	101,427	106,861
22	90,560	95,994	101,427	106,861
23	90,560	95,994	101,427	106,861
24	94,316	99,977	105,637	111,293

Bachelor – bachelor's degree
Bachelor+ (150) – total of 150 semester hours including bachelor's degree
Master – master's degree
MA +15 – 15 semester hours after master's degree is conferred

APPENDIX B
HILLIARD CITY SCHOOL DISTRICT
ASSOCIATION LEAVE REQUEST

(Complete one copy)

A bargaining unit member who is on a committee or is an official of the Association may be released for up to five (5) days per year with pay to attend state or local association professional meetings. No more than a total of thirty (30) days of Association Leave per year may be taken by members of the bargaining unit, except in a year of contract negotiations the number shall be increased to fifty (50) days. No more than three (3) members in any elementary school, five (5) at the middle school, and five (5) at the high school may take leave on a given day unless approved by the superintendent/Designee. Application for the leave shall be submitted to the Superintendent/Designee at least five (5) school days in advance of the day for which released time is requested. The Superintendent/Designee may waive this requirement in an emergency. The member shall submit proof of attendance upon the member's return. Any expenses incurred shall be the responsibility of the unit member.

Date_____

Name_____ Building_____

Conference Title_____

Sponsored by_____

Date(s)_____ _____ _____ Location_____
City

I am a member of the Sponsoring Organization: ( ) Yes ( ) No
Substitute Needed: ( ) Yes ( ) No

Association President_____ Date_____
Signature

Principal_____ Date_____
Signature

Superintendent (or Designee)_____ Date _____
Signature

Copies: Original to Applicant
Principal
Association President
Treasurer
Personnel File

APPENDIX C
HILLIARD CITY SCHOOL DISTRICT
MEDICAL RELEASE FORM

I certify that _____ is currently unable, due to the recent birth of her child, to perform her job duties, and it is my professional judgement that she will not be able to return to her normal work duties until _____.

Signature of Doctor_____

Date_____

APPENDIX D1
HILLIARD CITY SCHOOL DISTRICT
GRIEVANCE RECEIPT FORM

I acknowledge receipt of a Level One grievance from _____
(Name of Grievant)

on _____. The grievance as stated by the bargaining unit member concerns:
(date)

_____

_____

_____

_____

_____

_____

Disposition of Principal/Immediate Supervisor:_____

_____

_____

_____
Signature of Immediate Supervisor

_____
Date

APPENDIX D2
HILLIARD CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM 1, LEVEL TWO

GRIEVANCE #_____

_____

(Name of Grievant) (Date)

_____

(Building) (Assignment)

A. Date Cause of Grievance Occurred:_____

1. Statement of Grievance and provision(s) of contract allegedly violated:

_____

_____

_____

B. Relief Sought:_____

_____

_____

_____

Signature Date

Disposition of Assistant Superintendent or designee:_____

_____

_____

_____

Signature Date

APPENDIX D3
HILLIARD CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM 2, LEVEL THREE

GRIEVANCE #_____

In regard to GRIEVANCE REPORT FORM I (attached):

A. Position of Grievant:_____

_____

_____

_____

_____

_____
Signature Date

B. Date Received by Superintendent:_____

C. Disposition by Superintendent:_____

_____

_____

_____

_____

_____
Signature Date

APPENDIX D4
HILLIARD CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM 3, LEVEL FOUR

GRIEVANCE #_____

In regard to GRIEVANCE FORMS I AND II (attached):

A. Position of Grievant:_____

_____

_____

_____

_____

_____
Signature Date

B. Date Received by Board:_____

C. Disposition by Board:_____

_____

_____

_____

_____

_____
Signature Date

APPENDIX D5
HILLIARD CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM 4, LEVEL FIVE

GRIEVANCE #_____

In regards to GRIEVANCE FORMS I, II, and III (attached):

A. Request for Arbitration_____

_____

_____

_____

_____

_____
Signature of Grievant Date

_____
Association Grievance Rep Date

B. Date Received by Board:_____

_____
Signature Date

APPENDIX E
BARGAINING UNIT EXCLUSIONS

The following positions are excluded from the bargaining unit:

Superintendent
Assistant Superintendent
Treasurer
Administrative Assistant
Administrator of School Age Child Care
Assistant Principal, Elementary
Assistant Principal, Middle School
Assistant Principal, High School
Assistant Treasurer
Athletic Director
Coordinator, Administrative Technology
Coordinator, Assistant Transportation
Coordinator, Communications
Coordinator, Custodial
Coordinator, Gifted Services
Coordinator, Human Resources
Coordinator, Maintenance
Coordinator, Operations/HVAC
Coordinator, Payroll/Accountant
Coordinator, School Age Child Care
Coordinator, Special Education
Coordinator, Technology
Coordinator, Transportation
Coordinator, Warehouse
Director of Business
Director of Communications
Director of Elementary Education
Director of High School Education
Director of Human Resources
Director of Innovation and Extended Learning
Director of Middle Level Education
Director of Professional Development
Director of School Age Child Care
Director of Social, Emotional Learning and Measurement
Director of Special Education
Director of Student Well-Being
Director of Technology
Fiscal Office Manager
Human Resources Assistant
Network Technology Administrator

Principal, PreSchool
Principal, Elementary
Principal, Sixth Grade
Principal, Middle School
Principal, High School

All other administrative, supervisory, and management level employees as described in Sections 3319.02 and 4117.01 of the Ohio Revised Code.

APPENDIX F
BUILDING/DISTRICT PROGRAMS

For purposes of Articles 12 Section D of this Agreement, the term "building" is understood to mean "building" or "District-program." Each bargaining unit member is part of either a building or District-program, not both. Tutors are understood to be assigned to a building, not a District-program. Bargaining unit members (such as some kindergarten teachers) who are part of more than one (1) building are considered to be part of each building. Teachers who are part of more than one grade level (such as "looping", "combination classes" “Norwich type programs") are considered to be part of each grade level involved. The current District-programs are identified below:

a. Sunrise Academy
b. St. Brendan
c. Instructional Leaders
d. Innovation & Discovery Specialists/Educational Technology Coaches
e. Guidance
f. CBI
g. Special Education Classroom (Intervention Specialist-SBP, Intervention Specialist-SLP, Intervention Specialist-SLSP) Early Intervention Specialist/Pre-School Special Education Teacher, Autism Intervention Specialist, Family Prev/Intervention & Preschool, LEAD
h. Special Education Work Study
i. Intervention Specialist Gifted
j. Special Education Support (Mental Health, Adapted Phys Ed, Occupational Therapist, Physical Therapist, Psychologist, Speech Pathologist, Supplemental Services)
k. Nurse
l. EL Teachers (TESOL)
m. Music/Instrumental/Strings/Orchestra/Vocal/General K-12
n. Physical Education K-12
o. Visual Arts K-12
p. Paid Leave of Absence-Unassigned
q. Unpaid Leave of Absence-Unassigned
r. Literacy Coach
s. Instructional Coach
t. Math Coach
u. Online Teachers
v. ILC
w. HOPE
x. Media Specialist
y. Multi-Cultural
z. Pre-Engineering

APPENDIX G
HILLIARD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

SALARY STEP INDEX

Step	Index	Step	Index	Step	Index
1	1.0000	5	1.1766	9	1.3845
2	1.0415	6	1.2254	10	1.4420
3	1.0847	7	1.2763	11, 12, 13, 14	1.5018
4	1.1297	8	1.3293	15 and Beyond	1.5641

	ATHLETIC POSITIONS	**PERCENTGE**
A.	Athletic Director-Assistant (HS) (3)	15.0%
	Basketball-Head Varsity Boys (3)	15.0%
	Basketball-Head Varsity Girls (3)	15.0%
	Football-Head Varsity (3)	15.0%
	Wrestling-Head Varsity (3)	15.0%
B.	Baseball-Head Varsity (3)	12.0%
	Gymnastics-Head Varsity (3)	12.0%
	Soccer-Head Varsity Boys (3)	12.0%
	Soccer-Head Varsity Girls (3)	12.0%
	Softball-Head Varsity (3)	12.0%
	Swimming/Diving-Head Varsity (3)	12.0%
	Track-Head Varsity Boys (3)	12.0%
	Track-Head Varsity Girls (3)	12.0%
	Volleyball-Head Varsity Boys (3)	12.0%
	Volleyball-Head Varsity Girls (3)	12.0%
C.	Bowling-Head Varsity Boys and Girls (3)	10.0%
	Cross Country-Head Varsity Boys (3)	10.0%
	Cross Country-Head Varsity Girls (3)	10.0%
	Golf-Head Varsity Boys (3)	10.0%
	Golf-Head Varsity Girls (3)	10.0%
	Lacrosse-Head Varsity Boys (3)	10.0%
	Lacrosse-Head Varsity Girls (3)	10.0%
	Tennis-Head Varsity Boys (3)	10.0%
	Tennis-Head Varsity Girls (3)	10.0%
D.	Cheerleading-Competition (3)	9.0%
	Cheerleading-Head Varsity Football (3)	9.0%
	Cheerleading-Head Varsity Basketball (3)	9.0%
	Special Olympics-Facilitator (1)	9.0%

ATHLETIC POSITIONS continued		**PERCENTGE**
E.	Basketball-Assistant Varsity Boys (6)	8.0%
	Basketball-Assistant Varsity Girls (6)	8.0%
	Basketball-Head Freshman Boys (3)	8.0%
	Basketball-Head Freshman Girls (3)	8.0%
	Football-Assistant Varsity (21)	8.0%
	Football-Head Freshman (3)	8.0%
	Wrestling-Assistant Varsity (9)	8.0%
	Wrestling-Head Freshman (3)	8.0%
F.	Baseball-Assistant Varsity (9)	7.0%
	Baseball-Head Freshman (3)	7.0%
	Gymnastics-Assistant Varsity (3)	7.0%
	Intramurals 9-12 Director (3)	7.0%
	Soccer-Assistant Varsity Boys (6)	7.0%
	Soccer-Assistant Varsity Girls (6)	7.0%
	Softball-Assistant Varsity (9)	7.0%
	Softball-Head Freshman (3)	7.0%
	Swimming/Diving-Assistant Varsity (3)	7.0%
	Track-Assistant Varsity Boys (9)	7.0%
	Track-Assistant Varsity Girls (9)	7.0%
	Volleyball-Assistant Varsity Boys (6)	7.0%
	Volleyball-Assistant Varsity Girls (6)	7.0%
	Volleyball-Head Freshman Boys (3)	7.0%
	Volleyball-Head Freshman Girls (3)	7.0%
G.	Cross Country-Assistant Varsity Boys (3)	6.5%
	Cross Country-Assistant Varsity Girls (3)	6.5%
	Golf-Assistant Varsity Boys (3)	6.5%
	Golf-Assistant Varsity Girls (3)	6.5%
	Instrumental Color Guard Supervisor (3)	6.5%
	Lacrosse-Assistant Varsity Boys (6)	6.5%
	Lacrosse-Assistant Varsity Girls (6)	6.5%
	Tennis-Assistant Varsity Boy (6)	6.5%
	Tennis-Assistant Varsity Girls (6)	6.5%
H.	Baseball-Head 7 (3)	6.0%
	Baseball-Head 8 (3)	6.0%
	Basketball-Head 7 Boys (3)	6.0%
	Basketball-Head 7 Girls (3)	6.0%
	Basketball-Head 8 Boys (3)	6.0%
	Basketball-Head 8 Girls (3)	6.0%
	Cheerleading-Basketball 7 (3)	6.0%
	Cheerleading-Basketball 8 (3)	6.0%
	Cheerleading-Freshman Basketball (3)	6.0%
	Football-Head 7 (3)	6.0%
	Football-Head 8 (3)	6.0%
	Football-Assistant Freshman (6)	6.0%
	Gymnastics-Head 7/8 (3)	6.0%

ATHLETIC POSITIONS continued		**PERCENTGE**
	Lacrosse-Head 7/8 Boys (3)	6.0%
	Lacrosse-Head 7/8 Girls (3)	6.0%
	Soccer-Head Middle Boys (3)	6.0%
	Soccer-Head Middle Girls (3)	6.0%
	Softball-Head 7 (3)	6.0%
	Softball-Head 8 (3)	6.0%
	Track-Head 7/8 Boys (3)	6.0%
	Track-Head 7/8 Girls (3)	6.0%
	Volleyball-Head 7/8 Boys (3)	6.0%
	Volleyball-Head 7 Girls (3)	6.0%
	Volleyball-Head 8 Girls (3)	6.0%
	Wrestling-Head 7/8 (3)	6.0%
I.	Baseball-Head 7/8 Flex (3)	5.5%
	Basketball-Head 7/8 Flex Boys (3)	5.5%
	Basketball-Head 7/8 Flex Girls (3)	5.5%
	Cheerleading-7 Football (3)	5.5%
	Cheerleading-8 Football (3)	5.5%
	Cheerleading-Assistant Varsity Basketball/JV (3)	5.5%
	Cheerleading-Assistant Varsity Football/JV (3)	5.5%
	Cheerleading Freshman Football (3)	5.5%
	Cross Country Head 7/8 Boys and Girls (3)	5.5%
	Football-Assistant 7/8 (12)	5.5%
	Golf-Head 7/8 (3)	5.5%
	Gymnastics-Assistant 7/8 (3)	5.5%
	Soccer-Assistant Middle Boys (3)	5.5%
	Soccer-Assistant Middle Girls (3)	5.5%
	Softball-Head 7/8 Flex (3)	5.5%
	Tennis-Head 7/8 Boys (3)	5.5%
	Tennis-Head 7/8 Girls (3)	5.5%
	Track-Assistant 7/8 Boys (6)	5.5%
	Track-Assistant 7/8 Girls (6)	5.5%
	Volleyball-Head 7/8 Flex Boys (3)	5.5%
	Volleyball-Head 7/8 Flex Girls (3)	5.5%
	Wrestling-Assistant 7/8 (9)	5.5%
J.	Cross Country-Assistant 7/8 Boys and Girls (3)	5.0%
	Lacrosse-Assistant 7/8 Boys (3)	5.0%
	Lacrosse-Assistant 7/8 Girls (3)	5.0%
	Tennis-Assistant 7/8 - Boys (3)	5.0%
	Tennis-Assistant 7/8 Girls (3)	5.0%

PERFORMING ARTS POSITIONS		**PERCENTAGE**
A.	Music-Instrumental-Head (3)	15.0%
B.	Drama Director (3)	12.5%
	Music-Choral-Director (3)	12.5%
	Music-Orchestra-Director (3)	12.5%
C.	Music-Instrumental-Band/Percussion (3)	12.0%
D.	Music-Choral Assistant Director (3)	10.5%
E.	Music-Instrumental Assistant Band High School (3)	10.0%
	Music-Instrumental Head Band Middle School (3)	10.0%
	Music-Instrumental Orchestra Head Middle School (3)	10.0%
F.	Drama-Assistant Director (3)	5.0%
	Music-Choral Head Middle School (3)	5.0%

COMPENSATION FOR TEACHERS PERFORMING ASSOCIATION SERVICE

A. Positions paid as provided under Article 3, paragraph O

APPENDIX H
HILLIARD CITY SCHOOL DISTRICT
ACTIVITY STIPENDS

District Activity Stipends and Supplementals will be reviewed prior to the commencement of negotiation of a successor to this Agreement by a joint committee composed of three (3) persons appointed by the Superintendent/designee and three (3) bargaining unit members appointed by the Association President. Any recommendations for program and stipend/supplemental adjustments will be made to the Board and Association prior to the commencement of said negotiation.

Activity stipends are divided into three groups for compensation as follows:

Group A: $1,100 Group B: Varies as noted below Group C: $660

AREA	ASSIGNMENT	SCHOOL LEVEL	NUMBER OF POSITIONS	STIPEND AMOUNT
GROUP A				
National Honor Society	Advisor	H	1 per bldg	
Student Council	Advisor	H	2 per bldg	
Newspaper	Advisor	H	1 per bldg	
Yearbook	Advisor	H	1 per bldg	
Yearbook	Advisor	M	2 per bldg	
Tech/Media	Advisor	H	1 per bldg	
Key Club	Advisor	H	1 per bldg	
Prom	Advisor/Head	H	1 per bldg	
Safety Patrol	Advisor	E/S	1 per bldg	
Pep Band	Advisor	H	1 per bldg.	
Dept Heads/Facilitators		OA	4 High School	
Dept Heads/Facilitators		H	15 per bldg	
RTI	Members	OA	9 Elementary, 9 Secondary	
RTI	Members	E/S/M/H	9 per Team	
RTI	Members	PreSch	6 per Team	
Building Usage	Coordinator	H	1 per bldg	
Mentors		PreSch/E/S/M/H	varies	
GROUP B				
Summer School On-Line Coordinator			1 per District	$2,500
Enrichment Camp Site Coordinator			1 per District	$2,500
Preschool Peer Coordinator			1 per PreSch	$2,500
	OR		2 per PreSch	$1,250 each
Summer Services Coordinator (Child Find)			1 per PreSch	$2,500
EL Summer School Coordinator			1 per District	$2,500
Washington DC Trip Overnight			varies	$50/overnight
LPDC			8 per District	$2,860
LPDC-Chair			1 per District	$550
Dept Heads/Facilitators		OA	4 Middle School	$825
Dept Heads/Facilitators		S/M	4 per bldg	$825

AREA	ASSIGNMENT	SCHOOL LEVEL	NUMBER OF POSITIONS	STIPEND AMOUNT
GROUP B continued				
*Weight Room	Supervisor	H	15 per bldg	$1,320
School Improvement Teams		OA	10 Elementary	$385
School Improvement Teams		OA	10 Secondary	$385
School Improvement Teams		E/S/M/H	10 per bldg	$385
School Improvement Teams		PreSch	5 per bldg	$385
School Communications Leader		PreSch/E	1 per bldg	$960
School Communications Leader		S/M/H/ILC	1 per bldg	$1,100
Technology Coordinator		PreSch/E	1 per bldg	$1,100
Assistive Technology		D	10 per District	$660
Master Teacher		PreSch/E/M/H/Related Svcs	8 per District	$550
District Initiatives		D	20 per year	$660
Early Intervention Summer Transition Team		PreSch	up to 50 days	$250/day
Technical Theater		H	1 per bldg.	$15,000
Curriculum Writing	Up to twenty-five (25) Pre-K-5 and up to twenty-three (23) 6-12 bargaining unit members will be paid a stipend of $175 per day to work during the summer recess (see Article 24).			

- *Weight room stipends are divided into five (5) seasons; Fall, Winter, Spring, Summer I and Summer II. Only one stipend per season is permitted by an individual. No Head Coach may hold a stipend during a season when they are coaching.
- **When an activity stipend position in Group A or B becomes available, such availability shall be communicated to members within the building so that potential applicants may express interest.
- Summer School: A bargaining unit member with zero (0) years' experience teaching summer school will be compensated at $30 per hour. A bargaining unit member with one (1) or more years' experience teaching summer school will be compensated at $35 per hour.

  NEXT Guidelines: Guidelines for the NEXT program will be mutually created and then posted on the District Insider.

GROUP C

Group C to be divided among activities/clubs such as Destination Imagination, Power of the Pen, Oratorical, and Future Problem Solvers. The number of stipends that may be assigned are as follows:

Preschool	10 per building
Elementary	14 per building
Sixth Grade	15 per building
Middle Schools	19 per building
ILC Campus	14 per campus
High Schools	30 per building
Online Academy	20 Elementary, 20 Secondary

The parties mutually recognize that the number of positions actually filled in a particular school year will be determined by the principal in collaboration with the School Improvement Team and subsequently approved by the Board.

1. Each job is valued at $660 (the same job in different buildings has the same value).

2. It is permissible for one person to have more than one job in a building. For example, one person can advise the Science Olympiad and the Environmental Club.

3. Each Group C stipend may only be split in half once in order to allow two (2) bargaining unit members to share a job.

GROUP D

Each teacher who teaches in-person classes, excluding secondary Performing Arts, Fine Arts and Physical Education teachers, and in class spaces that exceed 900 square feet, will receive the following stipends:

- Kindergarten teachers will receive $400 for each student over 25 students on that teacher's roster per semester;
- First through Third grade teachers will receive $400 for each student over 27 students on that teacher's roster per semester;
- Fourth through Fifth grade teachers will receive $400 for each student over 30 students on that teacher's roster per semester;
- Sixth through Eighth grade will receive $65 for each student over 28 students per class period on that teacher's roster per semester;
- Ninth through Twelfth grade teachers will receive $200 for each student over 155 students on that teacher's roster per semester.

Each teacher who teaches online classes, excluding secondary Performing Arts, Fine Arts and Physical Education teachers, will receive the following stipends:

- Kindergarten through Fifth grade teachers will receive $400 for each student over 32 students on that teacher's roster per semester;
- Sixth through Twelfth grade teachers will receive $200 for each student over 168 students on that teacher's roster per semester.

HILLIARD CITY SCHOOL DISTRICT

RESPONSIBILITY INCREMENT SALARY

FOR

SUPERVISORS-PSYCHOLOGISTS

A	B								C	D
BASE	RESPONSIBILITY INCREMEN T STEPS								SERVICE	DAYS IN SCHOOL CALENDAR
		2	3	4	5	6				
FROM SALARY SCHEDULE	$700	$800	$900	$1000	$1100	$1200	$1300	$1400	10 40 DAYS	NUMBER

(183 WORK DAYS PLUS ONE)

SALARY FORMULA

$$\left(\frac{\quad}{D}\right) X \quad C \div A = \text{ANNUAL SALARY}$$

APPENDIX I
EVALUATION

1. The Board shall utilize the Ohio Teacher Evaluation System 2.0 model approved and provided by the Ohio Department of Education for the evaluation of all teachers and tutors engaged in instruction for at least fifty percent (50%) of the time providing content-related student instruction.

2. The Board shall utilize the Ohio School Counselor Evaluation System model approved and provided by the Ohio Department of Education for the evaluation of all Hilliard school counselors.

3. The Board shall utilize the evaluation model that is currently in use for the evaluation of bargaining unit members not meeting the definitions outlined in 1 or 2 above.

4. The timelines and procedures for evaluations for OTES-evaluated teachers shall be as set forth in Ohio Revised Code Sections 3319.111 and 3319.112. The timelines and procedures for evaluations for OSCES-evaluated school counselors shall be as set forth in ORC Section 3319.113. The timelines and procedures for evaluations for non-instructional bargaining unit members shall be set by the District joint evaluation committee.

5. Except as otherwise specified in the last sentence of this paragraph, all Hilliard City School evaluators shall be licensed administrators employed by the Board who have been credentialed through the Ohio Department of Education. Bargaining unit members will be evaluated by an administrator of the building in which the member is assigned or by a Central Office administrator. This Paragraph is not intended to preclude the District from continuing its historical utilization of licensed and ODE-credentialed evaluators (such as Special Education Coordinator and substitute Principals) through the Educational Service Center of Central Ohio for the purpose of evaluating bargaining unit members.

6. Walkthroughs shall be utilized for OTES-evaluated teachers. The walkthrough shall be documented through the District designed walkthrough tool. Walkthroughs may be used for non-OTES evaluated members; however, they shall not become part of the evaluation.

7. The number of observations for each evaluation of OTES-evaluated teachers shall be as set forth in ORC Sections 3319.111 and 3319.112. The number of observations for each evaluation of OSCES-evaluated school counselors shall be as set forth in ORC Section 3319.113. A pre-observation conference shall be held before each formal observation. A post-observation conference shall be held after each formal observation. (See Article 15.) A bargaining unit member shall be entitled to Association representation at any pre or post conference held pursuant to the evaluation procedure.

8. Student Growth Measures (if required by ODE), and the percentages for use of each Student Growth Measure, shall be determined by the District joint evaluation committee.

9. The student assessment portions of the OTES 2.0 evaluation system will not be used in any respect for the purpose of making decisions relating to the retention, promotion, removal or reduction of bargaining unit members during the term of this Agreement.

10. Teacher performance assessments shall be based on evidence provided by; the bargaining unit member, the formal observations of the assigned evaluator, and, for OTES-evaluated teachers, walkthroughs. In implementing performance assessments, electronic and video devices may be used by the bargaining unit member to provide evidence. The results and conclusions of performance assessments shall be documented and supported by evidence. If the bargaining unit member disagrees with any part of the

performance assessment, the member may file a written rebuttal, which shall be attached to the assessment.

11. In the event of legislative action by the Ohio General Assembly that impacts the evaluation instrument or process in any way, the parties shall discuss this impact to determine whether adjustments are appropriate. The implications of changes made to the ORC regarding evaluation may be bargained without opening the entire Agreement.

12. The provisions of this Appendix are incorporated by reference as part of the negotiated Master Agreement. It is mutually understood that the provisions of this Appendix are subject to the grievance procedures outlined in Article 19 of the Master Agreement.

APPENDIX J
PROFESSIONAL OPTION DAYS

Items with asterisks (*) are NOT eligible for CEU's, but are eligible for the stipend.
Saturdays and Sundays are included as NON PAID DAYS.
Supervision of students is not eligible for this stipend.
Stipends will be paid as full-days only.
One full work day = 6 hours

Options for the Four Stipend Days:

- Assessment Day*
- Attending a workshop
- Book study
- Collaborative curriculum alignment
- Collaborative planning
- Committee meeting*
- Conferences (regional, state, national)
- Data team
- Facilitating a workshop
- Grant writing (stipend awarded AFTER the grant is submitted)
- Health plan development
- IEP development (one day available regardless of POD availability)
- Individual Education Plan/health plan development*
- Individual planning*
- Kindergarten Screening* (two days available regardless of POD availability)
- Master Teacher Committee work
- Master Teacher preparation
- National Board preparation
- Ohio Resident Educator Program mentoring
- Professional Learning Community
- Professional organization work
- School Improvement Team*
- Staff retreat
- Work day*
- OTHER ACTIVITIES AS APPROVED (must be pre-approved by LPDC Chair and Director of Professional Learning)

APPENDIX K
HILLIARD CITY SCHOOLS
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE BY-LAWS

Article I. Name, Scope, and Number of Committees

The Hilliard City Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Section 3319.22 of the Ohio Revised Code. The LPDC shall be District-wide in scope and shall be the only committee of its type authorized to operate within the District. This committee shall be responsible for the following schools: Alton Darby Preschool, Alton Darby, Avery, Beacon, Britton, Brown, Darby Creek, Heritage, Hilliard Bradley Hilliard Crossing, Hilliard Darby, Hilliard Davidson, Hilliard Station, Hoffman Trails, Horizon, J. W. Reason, McVey Innovative Learning Center, Memorial, Norwich, Ridgewood, Scioto Darby, Tharp, Washington and Weaver. In addition to these schools, the Hilliard LPDC will also service those certificated/licensed personnel that are employed by the Hilliard City Schools Board of Education in the following buildings: Central Office Administration, St. Brendan's and Sunrise Academy.

Article II. Philosophy and Purposes

Section 1. Philosophy and Beliefs

The Hilliard LPDC believes that high quality professional learning:

- Is a purposeful, structured and continuous process that occurs over time.
- Is informed by multiple sources of data.
- Is collaborative.
- Includes varied learning experiences that accommodate individual educators' knowledge and skills.
- Is evaluated by its short- and long-term impact on professional practice and achievement of all students.
- Results in the acquisition, enhancement or refinement of skills and knowledge.

Section 2. Purposes and Duties

The purpose of the LPDC is to review and approve coursework and other professional learning activities proposed and/or completed by educators within the District for renewal of licenses.

In the discharge of duties, the LPDC will:

A. foster the norm of continuous improvement.
B. promote alignment of professional growth with individual, student, building, and District needs and goals.
C. promote best practice.
D. emphasize increased student learning and achievement as a professional learning priority.
E. guide the development of Individual Professional Development Plans (IPDP).
F. support the inquiry into and study of teaching and learning.
G. validate application/use of learning gained through professional learning rather than merely attendance, time spent, and completion of required work.
H. accept certificates of attendance as Hilliard CEU's for out-of-District professional learning, either from the pre-approved provider list or approved in advance by the District.
I. approve continuing education unit applications for in-district providers.

Article III. Membership; Qualifications; Expectations and Replacement; Terms of Office, Training and Compensation

Section 1. Membership, Vacancies

The LPDC shall consist of the Director of Professional Learning along with twelve (12) members: eight (8) teachers and four (4) administrators appointed no later than March 15th of each year. The recommended composition shall be:

- eight teachers - it is recommended that there be:
  -four representing PreK-5
  -four representing 6-12
  -one of the above must also be a member of the HEA executive committee

- four administrators - it is recommended that there be:
  -one representing PreK-5
  -one representing 6-8
  -one representing 9-12
  -one representing Central Office

The HEA President will designate and fill vacancies of the teacher members; the Superintendent/Designee will select and fill vacancies of the administrative members.

A member who is unable to fulfill his/her role as an active member may resign by notifying the Chair in writing. The Chair shall notify the Superintendent/Designee and the HEA President regarding resignations from the LPDC, and any resulting vacancies shall be filled in accordance with the terms of the immediately preceding paragraph.

A year is defined as August 1st to July 31st.

All terms will be for two (2) years. Members may serve an unspecified number of consecutive terms.

Section 2. Qualifications, Training and Compensation

Each member must have a 5 year professional license or permanent certificate and demonstrate a belief in lifelong learning as evidenced by professional learning documentation.

Members shall participate in professional learning designed to prepare them for their role(s) as members of the LPDC. Attendance at the April, May and June LPDC meetings is part of the training.

Training shall include information about LPDC requirements under Section 3319.22 and administrative rules adopted thereunder by the State Board of Education, a bylaws review, IPDP guidelines, team building, decision making, and roles and responsibilities.

Each committee member shall receive a yearly stipend of $2,860 and up to 5 days release time for fulfilling the responsibilities of an LPDC committee member.

Section 3. LPDC Member Expectations and Replacement

District staff deserve thoughtful and unbiased consideration of their IPDP's. To that end, the expectation for LPDC members is as follows:

- impartiality
- confidentiality
- consistent attendance
- consistent application of policies and procedures

Inability to meet these expectations may result in removal from the LPDC. The removal process is as follows:

1) Chair advises member of expectation not being met and requests a change.
2) Failure to change will result in a written recommendation of removal to the HEA President or Superintendent/Designee, whichever is applicable.
3) HEA President or Superintendent/Designee, whichever is applicable, may then remove and replace the offender.

Article IV. Roles and Terms of Office

The LPDC shall consist of the following roles and corresponding terms of office:

Chair: The LPDC shall select a Chair from among its members. The Chair shall serve a one-year term and may be reselected for additional term(s). The chair shall receive an additional stipend of $550 annually for additional duties.

Communication Liaison: The LPDC shall select a Communication Liaison from among its members. The Communication Liaison shall serve a one-year term and may be reselected for additional term(s).

Article V. Duties

The duties of the Chair, the Communication Liaison and the other LPDC members shall be as follows:

Section 1.

The Chair shall:

A. preside at all LPDC meetings.
B. set and publish each meeting's agenda in collaboration with the membership.
C. ensure adherence to the bylaws.
D. serve as appeals process contact and liaison.
E. facilitate decision-making by consensus.
F. validate the LPDC's decisions by signing the necessary forms regarding individual plans and Hilliard CEU provider applications.
G. keep accurate minutes of all LPDC meetings.
H. send agendas to LPDC members at least a day in advance of each meeting and distribute minutes in a timely fashion.
I. keep membership records up to date and keep a mailing list of all members including names, addresses, and telephone numbers.
J. provide information, as needed, for the Department of Human Resources to maintain databases.
K. submit meeting schedule to be submitted to the public in accordance with the Sunshine Law.

Section 2.

The Communication Liaison shall:

A. serve as Master Teacher Committee Liaison.

Section 3.

All LPDC Members shall:

A. provide training/support to educators within the district for writing IPDP's.
B. serve as reviewers of District educator professional learning plans for license renewal.
C. suggest professional growth needs.

Article VI. Meetings

Meetings will take place monthly at Central Office. For LPDC decision-making, a quorum of seven (7) shall be necessary.

Article VII. IPDP Submission, Decision Making and Appeals Process

Section 1.

Submission.

The IPDP shall be submitted no later than three (3) years prior to the expiration date of a license.

Section 2.

Decision Making.

A. Plan Proposal. The educator's IPDP shall be reviewed and approved or disapproved by the LPDC within a month of receipt during the school year.

B. Plan Revision. Non-approved plans shall be revised and resubmitted promptly for LPDC approval. LPDC members will notify those educators whose plans are not approved.

C. Plan Completion. After meeting the IPDP requirements, completed documentation shall be presented to the LPDC no earlier than February 1 of the renewal year. The educator will be notified of successful completion at the time of the presentation.

Section 3.

Appeals Process.

A. Reconsideration. The educator may request reconsideration of the LPDC decision. In this event, the educator will present his/her position to the LPDC in person. The LPDC will consider the appeal and notify the educator of its decision in a timely manner.

B. Third Party Review. If the LPDC and the educator are still unable to come to an agreement after the reconsideration process, a panel shall be formed. This panel will consist of: one (1) District educator selected by the educator requesting the third party review, one (1) District educator selected by the LPDC, and one (1) District educator agreed upon by both the LPDC and the educator requesting the third party review. The panel's decision shall be final.

Section 4.

Documents and Records.

A. All necessary documents are available in the IPDP Handbook that is produced by the LPDC and the Office of Professional Learning. These same documents are available electronically through the Professional Learning/IPDP forms folder on the district E-mail system.

B. Copies of IPDP's are housed electronically in PDExpress. It is the responsibility of the individual educator to maintain his or her own copy of the plan as well as all documentation of completed professional learning activities that are required in order to be issued a new five-year license.

C. It is the responsibility of the individual educator to notify the Office of Professional Learning if any changes need to be made to his or her IPDP regarding his or her legal name as a result of marriage, divorce, etc.

Article VIII. Reciprocity

Completed, documented, and approved professional learning plans and hours accumulated from an approved IPDP toward licensure in the educator's previous employment shall be honored by the HCSD LPDC. IPDP's with fewer than eighteen (18) approved CEU's must be transferred to the Hilliard IPDP forms in order to be approved by the Hilliard LPDC. LPDC-approved CEU's from other school employers shall be accepted. Educators leaving the Hilliard District need to meet with the Hilliard LPDC in order to have all completed professional learning approved for use in their new Ohio school District.

Article IX. Amending the By-Laws

Section 1.

The Bylaws Subcommittee of the LPDC, consisting of three (3) members selected by the Chair, may meet annually to review the bylaws and recommend changes to the full LPDC.

Section 2.

Proposed amendments shall be approved by a simple majority. A proposed amendment that receives such majority support will be adopted and implemented if approved by both the HEA President and Superintendent/Designee.

Article X. Other

LPDC may act to create subcommittees for specific purposes set forth in the action. Such subcommittees shall be subject to all laws and policies governing the LPDC. Any records created by such subcommittees shall be records of the LPDC.

Hilliard Education Association

Mary Kennedy
President

Hilliard City School District Board of Education

Superintendent