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MASTER CONTRACT

Between the

HAMILTON CLASSROOM TEACHERS' ASSSOCIATION
An affiliate of the
OHIO EDUCATION ASSOCIATION
And the
NATIONAL EDUCATION ASSOCIATION

And the

HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

EFFECTIVE:

JULY 1, 2022 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

Page

ARTICLE I: PROCEDURAL AGREEMENT 1

1.01 PREAMBLE 1
1.02 RECOGNITION 1
1.03 SCOPE OF BARGAINING 2
1.04 BARGAINING PROCEDURE 2
1.05 BARGAINING INFORMATION 3
1.06 BARGAINING AGREEMENT 4
1.07 SUCCESSOR CONTRACT BARGAINING 4
1.08 IN-TERM BARGAINING 4
1.09 IMPLEMENTATION OF THE BARGAINED CONTRACT 5

ARTICLE II: GRIEVANCE PROCEDURE 6

2.01 DEFINITIONS 6
2.02 PROCEDURE 6
2.03 MISCELLANEOUS CONDITIONS 9

ARTICLE III: TEACHER RIGHTS & RESPONSIBILITIES 10

3.01 PROFESSIONAL EMPLOYEE'S RIGHTS 10
3.02 CONTRACTS: LIMITED, CONTINUING AND SUPPLEMENTAL 10
3.03 ASSIGNMENTS, TRANSFERS, AND PROMOTIONS 11
3.04 ASSIGNMENT 11
3.05 INVOLUNTARY TRANSFER - REASSIGNMENT 12
3.06 VOLUNTARY TRANSFER 13
3.07 PROMOTIONAL POSTINGS 13
3.08 DISCIPLINARY PROCEDURES 14
3.09 REDUCTION IN FORCE 14
3.10 EVALUATION 17
3.11 PROFESSIONAL EMPLOYEE FILES 18
3.12 RESIDENT EDUCATOR PROGRAM 19
3.13 TUITION-FREE ATTENDANCE 21
3.14 DRUG-FREE WORKPLACE 21
3.15 STAFF ATTENDANCE 22

ARTICLE IV: TEACHING CONDITIONS 23

4.01 CALENDAR 23
4.02 SCHOOL CALENDAR 24
4.03 TEACHING HOURS 24
4.04 PLAN TIME 25
4.05 ELEMENTARY SCHOOL COVERAGE 28
4.06 SECONDARY SCHOOL COVERAGE 29
4.07 EXTERNAL SUBSTITUTES 29
4.08 INCLEMENT WEATHER 30

4.09 STAFF MEETINGS 30
4.10 PARENT-PROFESSIONAL EMPLOYEE CONFERENCE TIME 31
4.11 INSTRUCTIONAL COMMITTEES 31
4.12 FACILITIES 31
4.13 ACADEMIC FREEDOM 34
4.14 STUDENT TEACHER 34
4.15 GUIDANCE SERVICES 34
4.16 PROFESSIONAL EMPLOYEE SAFETY 35
4.17 WORK LOAD 35
4.18 CLASS SIZE 35
4.19 JOB-SHARING 35
4.20 COMPLAINTS AGAINST A PROFESSIONAL EMPLOYEE 38

ARTICLE V: COMPENSATION 39

5.01 SALARY 39
5.02 EXTRA DUTY - SUPPLEMENTAL CONTRACTS 40
5.03 EXTENDED SERVICE 41
5.04 ATTENDANCE AT EXTRA-CURRICULAR ACTIVITIES 41
5.05 TRAVEL REMUNERATION 41
5.06 PAYROLL PROCEDURES 41
5.07 PAYROLL DEDUCTIONS 42
5.08 COLLEGE COURSEWORK REIMBURSEMENT PLAN 42
5.09 MODULAR PAY 43

ARTICLE VI: INSURANCE 44

6.01 GENERAL PROVISIONS 44
6.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE 44
6.03 MEDICAL INSURANCE SPECIFICATIONS 45
6.04 PRESCRIPTION DRUG INSURANCE 45
6.05 DENTAL INSURANCE 45
6.06 VISION INSURANCE 45
6.07 TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE 45
6.08 LIABILITY INSURANCE 46
6.09 APPLICATION FOR COVERAGE 46
6.10 EFFECTIVE DATES 46
6.11 TERMINATION OF INSURANCE 47
6.12 INSURANCE COVERAGE WHILE ON LEAVES 47
6.13 CONVERSION RIGHTS 47
6.14 INSURANCE INFORMATION 48
6.15 PROFESSIONAL EMPLOYEE ASSISTANCE PROGRAM 48
6.16 FLEXIBLE FRINGE BENEFIT PROGRAM 48

ARTICLE VII: RETIREMENT BENEFITS 49
7.01 RETIREMENT PAY 49
7.02 RETIREMENT CONTRIBUTION PICK UP 50
ARTICLE VIII: LEAVES 52
8.01 PAID LEAVES -- SHORT-TERM LEAVES 52
8.02 PARTIALLY PAID LEAVES 56
8.03 UNPAID LEAVES 58
8.04 CONDITIONS COVERING ALL LEAVES 60
8.05 MISCELLANEOUS PROVISIONS 61
8.06 INSURANCE DURING PARTIAL OR UNPAID LEAVES 61
8.07 VOLUNTARY SICK BANK 61
8.08 CONTINUATION OF PAY 62
8.09 TRANSITIONAL DUTY 64
8.10 DRUG-FREE WORKPLACE PROGRAM 66
8.11 ON-LINE TRAINING 66
ARTICLE IX: ASSOCIATION RIGHTS 67
9.01 EXCLUSIVE RIGHTS 67
9.02 SCHOOL BUILDINGS AND FACILITIES 67
9.03 RELEASED TIME FOR MEMBER OF NEGOTIATING UNIT 67
9.04 BULLETIN BOARDS 67
9.05 INTERNAL MAIL SERVICE 67
9.06 BOARD MEETINGS 67
9.07 ASSOCIATION DUES - PAYROLL DEDUCTIONS 68
9.08 EMPLOYEE DIRECTORY 68
9.09 COMMITTEES 69
9.10 TAX LEVIES 69
9.11 ASSOCIATION MEETING TIME 69
9.12 ASSOCIATION LEAVE 69
9.13 FACULTY ADVISORY COMMITTEES 69
9.14 SUPERINTENDENT'S ADVISORY COMMITTEE 70
9.15 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) 71
9.16 SENIORITY UNDER THE CONTRACT 72
ARTICLE X: MANAGEMENT RIGHTS 73
ARTICLE XI: NO STRIKE/LOCKOUT 74
ARTICLE XII: EMPLOYMENT OF RETIREES 75
ARTICLE XIII: MISCELLANEOUS 77
13.01 SAVINGS CLAUSE 77
13.02 COMPLETE AGREEMENT 77
13.03 BOARD POLICY - CONTRACT RELATIONSHIP 77

ARTICLE XIV: HAMILTON CITY SCHOOL DISTRICT NAVAL JUNIOR RESERVE OFFICERS 78

ARTICLE XV: CONCLUSION 79

15.01 TERM OF AGREEMENT 79
15.02 CONTRACT PRECEDENCE 79

APPENDIX A SALARY SCHEDULES 80

A-1 TEACHERS' SALARY SCHEDULE 80
A-2 PSYCHOLOGIST SALARY SCHEDULE 84
A-3 OCCUPATIONAL AND PHYSICAL THERAPISTS' SALARY SCHEDULE 85

APPENDIX B: SUPPLEMENTAL SALARY SCHEDULES 86

B-1: SUPPLEMENTAL SALARY SCHEDULE 86
B-2: POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE 88

APPENDIX C: ASSAULT LEAVE 91

C-1: ASSAULT LEAVE JUSTIFICATION FORM 91
C-2: PHYSICIAN'S CERTIFICATE 92

APPENDIX D: GRIEVANCE REPORT FORM 93

APPENDIX E: PROFESSIONAL LEAVE FORM 95

ARTICLE I:
PROCEDURAL AGREEMENT

1.01 PREAMBLE

1.0101 The members of the Board of Education of Hamilton Public Schools and the members of the Hamilton Classroom Teachers' Association recognize that providing the highest quality education for the children of the Hamilton City Schools is their mutual aim. The parties declare their mutual intent to work together toward the achievement of common aims of educational excellence.

1.0102 The Board of Education acknowledges the professional competency of the staff members of the Hamilton City Schools and pledges their support to the administrators and professional employees. The Board of Education resolves to allow the educators of the City of Hamilton to assume responsibility of their duties as enumerated in the Board of Education Rules and Regulations. Every effort will be made by the Board of Education to eliminate outside interference and harassment. The Board of Education pledges to allow the educators to carry out their responsibilities.

1.02 RECOGNITION

1.0201 The Board of Education of the Hamilton City School District, Butler County, Ohio (hereinafter referred to as the "Board"), recognizes the Hamilton Classroom Teachers' Association (hereinafter referred to as the "Association"), as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board as follows:

1.0202 The term "bargaining unit member" is defined as all regular certificated/licensed employees employed by the Board excluding the following: Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Treasurer, Assistant Treasurer, Administrative Interns, Supervisors, Principals, Associate Principals, Assistant Principals, Assistant Elementary Principals, Business Manager, Director of Pupil Personnel, substitutes*, Home Instruction Teachers and all others for whom certification/licensure in supervision or administration is required as a condition of employment. In this contract, the terms "bargaining unit member" and "professional employee" are used interchangeably.

*Substitutes who are employed in the same position for a period of sixty (60) school days or more shall be afforded all of the benefits of this Agreement beginning with the sixty-first (61st) school day and which shall continue during the term of their continued employment in that position.

1.03 SCOPE OF BARGAINING

1.0301 The Board and the Association shall bargain collectively to determine the following:

A. Wages

B. Hours

C. Terms and other conditions of employment

D. The continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

1.04 BARGAINING PROCEDURE

1.0401 Upon notice served by either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such notice. In any given school year, such notice shall be made not more than ninety (90) days prior to and not less than sixty (60) days prior to the contract expiration date.

1.0402 The requesting party shall serve a copy of the notice and the current contract upon the State Employment Relations Board (SERB).

1.0403 If both parties agree, the Interest Based Bargaining (IBB) process will be used to conduct negotiations. When IBB is used, training for both bargaining teams shall be provided. The parties agree to share any costs incurred within the IBB process. Mutually acceptable ground rules will be established which may differ from those contained in Sections 1.0404, 1.0405 and 1.0409. When the traditional bargaining process is used, all above-referenced sections shall apply.

1.0404

A. All issues proposed for bargaining shall be reduced to written comprehensive style, and presented to the other party at the first meeting as a complete bargaining package.

B. Upon receipt of the requesting party's proposal and the necessary explanation, the receiving party shall submit its complete bargaining package at a meeting, at a date mutually agreed to, within fourteen (14) days of the original meeting.

1.0405 Each bargaining team shall consist of no more than seven (7) persons of which one would be designated as a spokesperson. Each team may be allowed to have two (2) additional persons at any one time attend as

consultant(s). Such person shall not be considered as a part of the bargaining team. All bargaining shall be conducted by the said teams.

1.0406 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The representatives of the parties shall be clothed with the authority to negotiate in good faith with respect to wages, hours and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement and to execute a written contract incorporating any agreement relating to such matters. Such obligation shall not include the final approval of any contract concerning these or any other agreement reached through collective bargaining as a contract.

1.0407 The parties shall meet at such mutually agreeable places and times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach an agreement.

1.0408 Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The obligation to bargain collectively in good faith does not require the Board or the Association to agree to a proposal of the other or to make a concession to the other. Good faith requires both parties to carry out the full intent of the bargained agreement as long as such agreements are part of this Contract.

1.0409 During bargaining, and upon the request of either party, the bargaining meeting shall be recessed to permit the requesting party a reasonable time to caucus. The period of time shall be twenty (20) minutes unless mutually agreed otherwise.

1.05 BARGAINING INFORMATION

1.0501 The Association shall be granted access to information relative to the bargaining and servicing of contracts except for those items that are included in the parameters given to its negotiator by the Board.

1.0502 The Board Treasurer shall provide the Association's agent one (1) copy at no cost of the following as they become available:

A. Treasurer's monthly financial reports

B. Training and Experience Grid

C. Five year forecast.

1.06 BARGAINING AGREEMENT

1.0601 Tentative agreement on bargaining items shall be reduced to writing and initialed by representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiations teams.

1.0602 Upon total agreement, the entire contract shall be reduced to writing and signed by the spokesperson of each bargaining team. Both bargaining teams shall recommend the ratification of the agreement to their constituents. Such agreement shall be submitted to the Association's membership for ratification. The Association shall notify the chief spokesperson or designated representative for the Board of the results of the Association's ratification vote. Upon ratification by the Association, the Board shall take action on the agreement within ten (10) days. If the agreement is ratified by the parties, it shall be signed by the respective presidents of the Association and the Board.

1.07 SUCCESSOR CONTRACT BARGAINING

1.0701 The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117(D)(1) as provided for under ORC 4117(c)(1)(f) in the negotiations for a successor Contract.

1.0702 In the event agreement is not reached after forty (40) days from the commencement of negotiations, or at any other time by agreement of the parties either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of twenty (20) days or until the expiration date of the Contract, whichever is less.

1.0703 ORC 4117.14(D)(2) and provisions thereafter shall then apply.

1.08 IN-TERM BARGAINING

1.0801 If during the life of the Contract, bargaining is necessary due to severability or a scheduled reopener provision in the Contract, the parties shall meet and bargain in accordance with the provisions of ORC 4117.14. If no agreement is reached, upon completion of the bargaining process and after the statutory ten (10) day notice, the Association shall have the right to strike.

1.0802 If during the life of the Contract, there is a change in working conditions or the Board determines the need to subcontract a bargaining unit position or

positions, the Administration will notify the Association and the parties shall meet for the purpose of negotiating that change. The parties shall negotiate for no more than twenty (20) days, after which the parties shall request the assistance of a mediator through the SERB. If no resolution is achieved within an additional twenty (20) calendar days of mediation, the process shall be considered concluded, and the Association has the right to file a grievance and/or an Unfair Labor Practice Charge with the SERB.

1.09 IMPLEMENTATION OF THE BARGAINED CONTRACT

1.0901 All items of the collectively bargained Contract shall be effective as agreed by the parties.

1.0902 The parties shall share in the cost of producing the copies of the Agreement necessary to provide a copy of the collectively bargained Agreement to all professional employees through their school mailboxes within thirty (30) calendar days after the agreement is signed by the parties hereto or at the time of offer of employment, whichever shall occur later. The parties shall mutually agree as to the number to be produced and to whom the contract for production is awarded.

ARTICLE II:
GRIEVANCE PROCEDURE

2.01 DEFINITIONS

2.0101 A grievant is any member of the bargaining unit.

2.0102 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement unless specifically prohibited.

2.0103 The limits in days under each section of this procedure shall be counted as calendar days. The time limits may be extended by mutual agreement, in writing, by both parties.

2.0104 The failure of the grievant to comply with any of the time limits established in this Section shall bar any further action by, or on behalf of, said grievant in regards to the grievance. The failure of the Administration to so comply shall entitle the grievant to immediately proceed to the next level.

2.0105 Immediate supervisor shall be defined as the individual the grievant is responsible to that has the authority and responsibility to resolve the grievance. The grievant shall file at the appropriate management level that can resolve the grievance.

2.0106 Every attempt shall be made to achieve a mutually satisfactory solution at the lowest possible level of the grievance procedure.

2.02 PROCEDURE

2.0201 Level One

A. If the grievant wishes to file a grievance, he/she shall submit written notice of his/her grievance to his/her immediate supervisor. If said grievance is not filed within thirty (30) days after occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the Contract. This notice shall be on a form (Appendix D) and shall:

(1) name the grievant(s) involved,

(2) state the facts giving rise to the grievance

(3) identify the specific provision(s) of this Agreement alleged to have been violated, and

(4) indicate the specific relief requested. The grievance form shall be signed by the grievant(s).

B. The grievant shall have a right to a hearing before the supervisor at this level. It shall be at a time mutually agreeable to the grievant and his/her supervisor.

C. The supervisor shall take action on the grievance within seven (7) days after:

(1) receipt of the written grievance, or

(2) the conclusion of said hearing, whichever last occurs.

The decision, and reasons, shall be reduced to writing and sent to the grievant and the Association.

2.0202 Level Two

A. If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the immediate supervisor shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing.

B. The Superintendent or his designee shall take action on the grievance within seven (7) days after:

(1) receipt of the written grievance, or

(2) the conclusion of said hearing, whichever last occurs.

The decision, and reasons, shall be reduced to writing and sent to the grievant and the Association.

2.0203 Level Three

A. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period provided above, the Association may notify the Superintendent in writing that it intends to proceed to arbitration within sixty (60) days. However, before requesting a list of arbitrators the parties shall submit the issue to grievance mediation.

B. The Federal Mediation and Conciliation Service or State Employment Relations Board shall be requested to appoint one of its mediators to conduct the mediation conference.

C. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

D. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

E. The costs of grievance mediation, if any, shall be shared equally by the Association and the Board.

2.0204 Level Four

A. If the Association is not satisfied with the disposition of the grievance at Level Three the Association may submit the grievance to arbitration before an impartial arbitrator within ten (10) days of receipt of the answer at Level Three.

B. A wholly disinterested arbitrator shall be chosen by alternate striking from a list provided by the Federal Mediation and Conciliation Service. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within thirty (30) days of the conclusion of the hearing.

C. The decision of the arbitrator shall be in writing with two (2) copies sent to the Board and the Association. The decision of the arbitrator shall be final and binding on the parties.

D. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement unless specifically prohibited. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and appendixes as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby. (Except to the extent necessary to determine his/her jurisdiction.)

E. All hearings shall be held at a mutually agreeable location.

F. The compensation and expenses of the arbitrator shall be borne by the unsuccessful party in the arbitration.

G. The parties shall make a good faith effort to present all evidence in their possession regarding the grievance at Level Two and Level Three.

2.03 MISCELLANEOUS CONDITIONS

2.0301 Whenever the parties involved in processing of a grievance are required to attend a hearing during the school day, they shall suffer no loss of pay due to absence from their regular duties.

2.0302 The party requesting a stenographic record shall pay the total cost thereof unless the other party agrees to share the cost.

2.0303 Hearings at all levels shall be scheduled so that the grievant's representative may be in attendance at such hearing. If the representative cannot be present at the hearing, then such hearing shall be extended to a time when the representative can be present. Such extension shall not be unreasonably long and shall be within ten (10) days of notice. Extensions beyond ten (10) days must be by mutual agreement.

2.0304 The parties shall have the right to representation at any level of this procedure. This right, however, shall be limited to a single representative and one (1) observer for each party at Level One of the procedure.

2.0305 A class action grievance may be filed by the Association. Such filing shall be initiated at Level Two of the grievance procedure.

2.0306 The parties may, by mutual agreement, use the Expedited Arbitration Procedure of the AAA in accordance with those rules.

2.0307 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder and filed during the term of this Agreement may be processed through this procedure until resolution.

ARTICLE III:
TEACHER RIGHTS & RESPONSIBILITIES

3.01 PROFESSIONAL EMPLOYEE'S RIGHTS

3.0101 The Board hereby agrees that professional employees shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection.

3.0102 The Board agrees that it will not intentionally discriminate against or between professional employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

3.0103 The private and personal life of any professional employee is not within the appropriate concern or attention of the Board unless it affects their performance and/or effectiveness as a professional employee of the District.

3.02 CONTRACTS: LIMITED, CONTINUING AND SUPPLEMENTAL

3.0201 Limited, continuing and supplemental contracts shall be issued in accordance with the following provisions:

A. A limited contract is binding for a specified length of time not to exceed five (5) years.

B. A continuing contract is binding until the certified professional employee resigns, elects to retire, is retired or until the contract is terminated or suspended, pursuant to law.

C. A professional employee eligible for a continuing contract may be given an Extended Limited Contract of up to two (2) years upon the recommendation of the Superintendent to the Board of Education that such a contract be given.

D. A supplemental contract is a special form of limited contract and is a contract between the certified professional employee and the Board whereby the certified professional employee agrees to perform some particular duty or duties in addition to regular teaching duties in exchange for a specified additional compensation. It may supplement either a limited contract or a continuing contract. Supplemental contracts are binding for the term specified, and may not exceed five (5) years. Supplemental contracts shall expire automatically at the end of the contract term without the need for the Board to provide a notice of non-renewal.

3.0202 Succession of Limited Contracts

Limited contracts shall be issued on an annual basis until such time as the employee meets the qualifications for continuing contract consideration.

3.0203 Continuing Contract

A. In order to be considered for a continuing contract, the member shall provide the Assistant Superintendent for Human Resources with a written request for consideration of continuing contract status by September 15 of the school year within which continuing contract status is to be considered.

B. The member must have a Master's degree, and must hold a current, valid five (5) year professional educator license for the State of Ohio. The member shall have taught successfully in Hamilton City Schools for not less than three (3) years of the last five (5) years except for teachers who had a continuing contract with another Ohio public school district or teachers who previously had a continuing contract with the Hamilton City Schools.

C. The member shall provide written documentation of all items listed above to the Assistant Superintendent for Human Resources not later than April 1 of the school year when continuing service status is to be considered.

D. Nothing in this Section shall be construed to alter or limit in any way the rights of the Board regarding its contractual options for a member who is eligible for continuing contract status.

3.03 ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

Under this section of the Contract, qualifications will include, but not be limited to, certification, seniority, advanced degrees, evaluations, workshops, additional educational training, and experience.

3.04 ASSIGNMENT

3.0401 Prior to the end of each school year, each principal will meet with each professional employee of his/her staff to discuss proposed assignments for the next school year.

3.0402 A written notice of the grade level or subject area assignment will be authorized by the Superintendent, and will be given to the professional employee prior to the last day of the school year.

3.0403 If any changes in assignment are necessary following the subject notification, an attempt will be made to work out the new assignment

satisfactorily between the Superintendent or his/her designee and the professional employee.

3.05 INVOLUNTARY TRANSFER - REASSIGNMENT

3.0501 Decisions in regard to reassignment of professional employees fall within the scope of administrative discretion. Consideration will be given to the following:

A. employee effectiveness based upon performance of responsibilities, according to appropriate job description,

B. certification/licensure,

C. district seniority,

D. grade level/subject area seniority,

E. building seniority.

3.0502 Prior to the transfer, a meeting will be scheduled with the Superintendent or his/her designee to explain the reason for the transfer, to discuss available openings, and to consider the professional employee's preference.

3.0503

A. In the event that a school building is closed within the School District, the professional employees of said building shall be given preference for any job opening for which they are qualified.

B. In the event that a building closure or a District reorganization results in a professional employee being displaced from his or her building, grade level, or subject area, a displaced employee list shall be established by the Office of Human Resources. Qualifying professional employees may request that their names be added to the list by notifying the Assistant Superintendent of Human Resources by October 1 of the year of displacement of their desire to be placed on the list.

C. A professional employee's name will remain on the list for five (5) years. The name will be removed from the list if the employee has had the opportunity to make the transfer, but has chosen not to do so.

D. Displaced professional employees shall be notified of and considered for posted vacancies for which the professional

employee is certificated/licensed which are similar to the position from which the professional employee was displaced.

3.06 VOLUNTARY TRANSFER

3.0601 All vacant bargaining unit positions shall be posted on the District web site.

3.0602 All vacant positions occurring during the summer months shall be posted for a period of seven (7) calendar days on the District web site.

3.0603 All postings done by June 1 shall include the following:

A. position available (level, building and subject)

B. deadline for application

C. effective starting date if different from the regular school year

3.0604 All requests for transfer shall be turned in to the Superintendent or his/her designee. Requests for transfer must be received in accordance with the deadline on the posting.

3.0605 The professional employee interested in a vacancy is responsible for contacting the appropriate administrator or the Office of Human Resources to request an interview. Professional employees with five (5) or more years in the District shall be granted an interview upon request. No assigning of new professional employees shall be made until all pending requests for transfers have been given due consideration.

3.0606 If a vacancy occurs between July 1st and September 15th, the above mentioned procedure may be waived.

3.07 PROMOTIONAL POSTINGS

3.0701 A promotional position is one covered by the administrative salary schedule.

3.0702 Promotional positions will be posted in the same manner as positions in 3.0601 and 3.0602.

3.0703 Postings shall include the following:

A. Positions available

B. Job qualifications

C. Deadline for application

D. Effective starting date.

3.08 DISCIPLINARY PROCEDURES

3.0801 The Administration may take disciplinary action against any professional employee for just cause. If the infraction is of a severe nature, any or all of these steps may be waived. The steps are:

Step I - Verbal warning to the professional employee.
Step II - Written warning to the professional employee.
Step III - One day disciplinary suspension without pay.
Step IV - Three day disciplinary suspension without pay.

3.0802 There shall be a conference scheduled between the professional employee and the Administration to discuss the imposed discipline at the professional employee's request.

3.0803 The professional employee shall have the right to Association representation of their choice at any discussion(s) which may have a negative effect on their continued employment and/or discipline.

3.0804 Termination and suspension pending termination shall be according to law.

3.0805 Professional Misconduct Report

If a report is required by ORC 3319.313 and is being placed in the employee's personnel file as required by ORC 3319.314, a copy will be provided to the affected professional employee, and the Association President will be notified that such a report has been filed.

3.09 REDUCTION IN FORCE

3.0901 Staff reduction may occur for the following reasons:

A. Decline in student enrollment

B. Return to duty of regular professional employees after leaves of absence

C. Suspension of schools or territorial changes affecting the District

D. For Financial Reasons

E. Change in programming.

3.0902 If staff reduction by suspension of contracts, in accordance with the above reasons, is deemed necessary, such suspensions shall be made as follows:

A. Suspension of contracts shall occur according to the Teacher Performance on Standards ("TPS") rating from the most-recent full evaluation completed by the Hamilton City School District for the professional employee. Within each teaching field affected, the order of suspension shall be as follows:

1. Contracts of professional employees with a TPS rating of "ineffective" shall be the first suspended.

2. Contracts of professional employees with a TPS rating of "developing" shall be suspended second.

3. Contracts of professional employees with a TPS rating of "skilled" or "accomplished" shall be suspended third.

B. Those professional employees who do not have a completed, TPS rating from the Hamilton City School District shall be considered to have a "developing" rating for purposes of determining order to staff reductions.

C. Suspension of contracts shall occur to professional employees on limited contracts first, and the order of suspension shall be determined on the basis of seniority by teaching field among those professional employees with the same TPS rating.

D. If the suspension of contract is necessary for any professional employees employed on a continuing contract, the order of suspension shall be determined on the basis of seniority by teaching field among those professional employees with the same TPS rating.

E. A professional employee shall have displacement rights within their respective contract status (continuing contract or limited contract) and within their areas of certification, and with no limited contract professional employee exercising displacement rights over any continuing contract professional employee. Displacement shall be limited to the individual with the lowest seniority in all areas of the professional employee's certification/licensure among those professional employees with the same TPS rating.

F. If a professional employee has been required to obtain a temporary certificate/license to meet the requirements of his/her current teaching assignment and he/she also holds provisional or higher certification/licensure in other teaching fields, that professional employee may elect to be placed with the appropriate contract status group in a provisional or higher certification/licensure area, and according to seniority, shall have displacement rights.

3.0903 As used in this Contract, seniority shall be defined as the length of continuous employment with the Board in a bargaining unit position. The seniority date shall be the date the employee signed their first contract within the period of continuous employment. In the case of a tie, the date of application will govern. Seniority shall be prorated for all professional employees on less than full-time status as follows: more than one-half ($^1/_2$) day = one (1) year credit; one-half ($^1/_2$) day or less = one-half ($^1/_2$) year credit. Seniority shall not be interrupted by paid sick leave, personal leave, or military leave. Unpaid leaves of absence authorized by the Board shall not be considered a break in service. However, seniority shall not accrue during the term of the unpaid leave. It is agreed that this provision is retroactive for all professional employees.

3.0904 Seniority shall be lost when a professional employee resigns or retires or takes employment under a contract as a professional employee in another district while on layoff status. Professional employees whose contracts have been suspended shall have rights to recall within each teaching field as follows:

A. First recall shall be of continuing contract professional employees in the required area of certification/licensure, starting with the employee holding the highest TPS rating. Recall shall then be based upon seniority among those continuing contract employees with the same TPS rating.

B. If vacancies cannot be filled by professional employees on continuing contracts, then limited contract professional employees, in the required area of certification/licensure shall be recalled, starting with the employee with the highest TPS rating. Recall shall then be based on seniority among those limited contract employees with the same TPS rating.

C. The recall list shall be maintained for a period of two (2) years. Thereafter, a professional employee on layoff shall lose his/her right to recall.

D. If a vacancy occurs, the professional employee will receive notification by registered mail of the position. It is the responsibility of the involved professional employee(s) to advise the Board of the address where they can be reached. The professional employee(s) receiving such notice must respond within fourteen (14) days of the postmark of said offer indicating their interest in the position. If a professional employee does not accept a contract offer or fails to respond in the time stated, he/she will be removed from the recall list.

3.0905 When suspension of contracts is necessary, the Superintendent shall give notice prior to Board action.

3.0906 A list shall be prepared and kept updated ranking all professional employees on continuing contracts in the District by seniority in elected areas of certification/licensure and present teaching and building assignment; then all limited contract professional employees in the District by seniority, giving elected areas of certification/licensure, and present teaching and building assignments.

3.0907 In the event of a dispute concerning a professional employee's ranking on the seniority list, the area of certification/licensure elected by a professional employee, the order of suspension of contracts, displacement rights or recall, said dispute may be submitted to the grievance procedure.

3.0908 Professional employees on the recall list will be given preferential consideration on the substitute list.

3.10 EVALUATION

3.1001 Joint Evaluation Committee

A committee consisting of not more than 7 unit members selected by the HCTA President and not more than 7 administrators selected by the Superintendent shall be maintained for the purpose of establishing guidelines, procedures and processes for the evaluation of all employees within the HCTA bargaining unit. Committee members may be substituted, as necessary, by either party to address the specific staff member(s) whose evaluation is the subject of discussion at a particular committee meeting. The committee shall be representative of the various grade levels, specialty areas and programs within the District. Members of the committee will receive release time for approved committee work and training. Any recommendations by the committee shall be presented to the Association President and the Superintendent/designee. Thereafter, a recommendation of the committee may be implemented by memorandum of understanding or other written agreement by the parties. Any approved decisions of the Committee shall be promptly transmitted to Association members through a joint communication from the HCTA President and the Superintendent/designee.

3.1002 Evaluation Policy & Ability to Grieve

The Joint Evaluation Committee shall establish and amend, as necessary, the policy for the evaluation of teachers, school counselors, and other professional employees within the bargaining unit, along with any associated forms. Failure of administration to adhere to the applicable

evaluation policy is subject to the grievance procedure of this Agreement. However, the substance of an evaluation is not subject to grievance.

3.11 PROFESSIONAL EMPLOYEE FILES

3.1101 File Location

A personnel file for each professional employee shall be maintained in the Office of the Assistant Superintendent for Human Resources. This shall be considered a confidential file as permitted under Ohio Law, and the only official file of recorded information of professional employees maintained by the Board and Administration.

3.1102 Access to File

A. Individual professional employees shall have access to their personnel file upon written request and appointment. Such access shall be in the presence of an administrator or designee. Requests of professional employees to have access to their personnel files shall be handled by the Assistant Superintendent for Human Resources.

B. Individuals who shall have access to a professional employee's personnel file shall be limited to Board members, the Superintendent, Assistant Superintendent for Human Resources, and other administrators who are directly involved in either the supervision of the professional employee, or an employment decision concerning the professional employee.

3.1103 Entry Identification

Except for material listed below, information placed in the professional employee's personnel file shall include the initials of the professional employee and the administrator placing the material in the file, with the date of examination by the professional employee and the date the material was placed in the file.

A. Letter of request by professional employee for consideration for a vacancy, transfer of position, leave of absence, or other special requests.

B. Copies of letters of commendation or merit directed to the professional employee.

C. Copies of professional leave request forms processed by the professional employee and administrator.

3.1104 Signature or Initial of Professional Employee

The professional employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional employee. The professional employee has the right to reply to any critical material in a written statement to be attached to the filed copy.

3.1105 Removal of Materials in File

Information in the personnel file may be removed upon mutual agreement of the professional employee and the administrator making the entry or the Superintendent.

3.1106 Anonymous Letters

Anonymous letters or materials shall not be placed in a professional employee's file, nor shall they be made a matter of record.

3.1107 Unauthorized Access

The contents of the personnel file of a professional employee shall not be disclosed to any person not authorized by the provisions of Board Policy, or the professional employee. A professional employee may only authorize access to his/her personnel file by submitting a written release to the Assistant Superintendent for Human Resources. Said release shall be maintained in the personnel file.

3.1108 Copies of Materials

A professional employee will be entitled to one (1) copy at a cost of ten cents ($0.10) per page of any material in his/her file.

3.1109 Privacy Act

The provisions of this section shall constitute the adoption and implementation of rules providing for the operation of the system of professional employee personnel files in accordance with the provisions of Chapter 1347 of the ORC.

3.12 RESIDENT EDUCATOR PROGRAM

3.1201 Resident Educator is a program provided by the District to mentor and support individuals who are beginning their careers in the teaching profession.

3.1202 Definitions

A. Mentor Teacher: a teacher who will provide formative assistance to an entry-year teacher.

B. Resident Educator: a teacher who receives mentoring and supports to prepare them to take the Resident Educators Summative Assessment ("RESA").

3.1203 Selection Criteria For Mentor Teacher

A. The mentor teacher must have a minimum of five (5) years of teaching experience with at least three (3) years within the District and hold a valid teaching certificate/license.

B. The mentor teacher must have demonstrated excellence as demonstrated by recent evaluations/professional references and/or other professional materials.

C. The mentor teacher must have completed state training by the end of the first semester of the assignment.

3.1204 Assignment/Working Conditions

A. The mentor teacher work week will be forty (40) hours. This workday will be eight (8) hours and include an uninterrupted 30 minute lunch period.

B. Initial assignment as a mentor teacher shall be for a two (2) year term. An incumbent mentor teacher may apply for one additional consecutive two (2) year term. Mentor teachers returning to the classroom will have the option of returning to the building of their last assignment as long as a vacancy exists for which they are certificated/licensed. All openings will be discussed with the returning mentor with the goal of reaching mutual agreement on the assignment. If mutual agreement is not reached, the Superintendent/designee will assign the returning mentor teacher to a position within his/her certification/licensure.

C. A teacher having previously been assigned to a mentor position will wait a minimum of two (2) years before reapplying for the mentor assignment.

3.1205 A committee representing mentor teachers, resident educators, members of the Instructional Services Department, and the Association shall be formed prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Instructional Services Department.

3.13 TUITION-FREE ATTENDANCE

A. Children of professional employees residing outside the District may attend the Hamilton City School District in grades K-12 on a tuition-free basis.

B. Children of professional employees residing outside of the Hamilton City School District shall be eligible to attend the Board's preschool program under the following conditions:

(1) The student must not be eligible to receive special education services. Such students are permitted to attend their district of residence tuition free.

(2) Space must be available as of the annual deadline for enrollment. Preference will be given to residents of the Hamilton City School District.

(3) The professional employees shall pay the same tuition rate charged to Hamilton City School District residents whose non-IEP eligible children attend the Board's preschool program.

(4) Enrollment and space availability shall be determined annually. Therefore, in the event a professional employee's child is enrolled, the availability of space in the program will be determined each year.

3.14 DRUG-FREE WORKPLACE

3.1401 The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

3.1402 The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance and/or alcohol, by any member of the District's professional staff at any time while on District property or while employed in any District activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with the provision of the Master Contract between the Board and the Hamilton Classroom Teachers' Association.

3.1403 This policy shall not be construed as to inhibit or interfere with the legitimate use of non-prescription or prescription medications.

3.1404 Any employee convicted of an offense under a criminal drug statute must report his/her conviction to the Administration no later than five (5)

workdays after the conviction. Failure to do so will result in discipline in accordance with the provisions of the Master Contract.

3.1405 Drug-Free Workplace Program

The Board may implement a drug-free workplace program in accordance with the Ohio Bureau of Workers' Compensation Guidelines at Level I. Such program will require drug testing prior to employment, after accidents that require medical attention, and/or upon reasonable suspicion of impairment or intoxication as determined by the Administration. A copy of the Ohio Bureau of Workers' Compensation drug-free workplace program procedural guide is available at ohiobwc.com.

3.15 STAFF ATTENDANCE

3.1501 The principal and an Association Representative in each building shall serve as the Building Attendance Review Team (BART), and shall jointly review, on a confidential basis, the attendance of staff members in the building.

3.1502 In the event sporadic and regular absences are noted, the Principal and Association Representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the Principal and Association Representative may offer various types of assistance to the staff member in helping to resolve the attendance issue. In the event a professional employee has excessive and blatant absence as determined by building principal in consultation with the building BART representative, Section 3.1503 may be invoked immediately.

3.1503 If sporadic and regular absences exceeding seven (7) days within a school year are referred to BART for the same professional employee twice within a three (3) year period, and no improvement is noted, such absence history may be referred to the Office of Human Resources to determine whether further action is necessary. The Office of Human Resources, in reviewing any referral, shall consult with the HCTA President and the OEA Labor Relations Consultant prior to any further action it may deem necessary. Such action may include one or more of the following:

A. The building principal may include attendance as a part of the professional employee's improvement plan within the contractual evaluation process;

B. The Office of Human Resources may require that any future sporadic and regular absences be documented by a physician's statement;

C. Other consequences deemed appropriate at the time.

ARTICLE IV:
TEACHING CONDITIONS

4.01 CALENDAR

4.0101

A. The school year shall consist of not more than one hundred eighty-six (186) days in session, two (2) days of which shall be for professional meetings. These two days shall be used as follows: one (1) day shall be District-directed and one (1) day shall be teacher-directed. For professional employees new to the system, the school year shall consist of not more than one hundred eighty-eight (188) days in session, four (4) days of which shall be for professional meetings.

B. Professional employees employed by the Board, but assigned to work at a non-public school, shall work in accordance with the calendar of the non-public school, but shall work the same number of days as those professional employees assigned to schools operated by the Board.

C. The equivalent of one (1) day at the close of each quarter will be scheduled for record keeping for both the elementary and secondary schools.

The 1st quarter workday may fall on Election Day.

D. Elementary schools will dismiss 2 hours early at the end of each semester on the three secondary exam schedule days to allow professional employees adequate time to complete required record keeping.

4.0102 The following holidays and recess days will be included in the school calendar:

A. Labor Day

B. Two (2) Days at Thanksgiving

C. Winter Recess

D. New Year's Day

E. Martin Luther King's Birthday

F. Presidents' Day

G. Spring Recess

H. Memorial Day

I. July 4*

J. Good Friday

*For those professional employees working summer school and extended school year programs only.

4.02 SCHOOL CALENDAR

The Association shall be furnished a proposed school calendar in advance of the adoption of the calendar by the Board. In advance of adoption of the calendar, upon request by the Association, the Superintendent or his/her designee shall meet with representatives of the Association to discuss recommendations for the calendar.

4.03 TEACHING HOURS

4.0301 The starting and dismissal times for professional employees may vary from building to building.

4.0302 The professional employees' regular teaching hours shall be as follows:

A. The 9-12 grades professional employees' work week will be forty (40) hours. The workday will be eight (8) hours. This includes an uninterrupted lunch period of one-half (1/2) hour per day.

B. The middle school professional employees' work week will be forty (40) hours. The workday will be eight (8) hours. This includes an uninterrupted lunch period of one-half (1/2) hour per day.

C. The elementary school professional employees' work week will be thirty-eight hours and forty-five minutes (38 hrs. and 45 min.). The workday will be seven hours and forty-five minutes (7 hrs. and 45 min.). This includes an uninterrupted lunch period of one-half (1/2) hour per day. Daily elementary building schedules may be altered with the approval of the principal and the majority of the staff as long as the work week does not exceed thirty-eight hours and forty-five minutes (38 hrs. and 45 min.). A copy of the altered schedule shall be submitted to the Superintendent and the Association President. Should either party determine that the altered workday is no longer acceptable, the workday shall revert to seven hours and forty-five minutes (7 hrs. and 45 min.) on a date mutually agreed to by the parties.

D. The school nurses' working hours shall be forty (40) hours per week. The workday will be eight (8) hours. This includes a one-half (1/2) hour uninterrupted lunch period. The use of work week hours to be flexible and arranged by the scheduler of nursing services.

E. The school psychologists' working hours shall be eight and one-half ($8^1/_2$) hours per day with a thirty (30) minute uninterrupted lunch period. The school psychologists' schedule shall be aligned with assigned buildings and provided by the Special Education Department.

F. The Physical Therapist/Occupational Therapist workday may flex from day to day based upon scheduling conditions, but shall not exceed 40 hours per week. This includes a one-half (1/2) hour uninterrupted lunch period.

4.04 PLAN TIME

4.0401 Planning time shall be apportioned as follows.

A. Elementary

At least forty (40) minutes of plan time shall be given prior to the student instructional day. The apportionment of this plan time shall be as follows:

1. August and May: One (1) day per week shall be Administratively-directed and four (4) days shall be employee-directed.

2. All other months: On a rotating basis, two (2) days per week shall be employee-directed plan time and three (3) days per week shall be directed by Administration, followed by two (2) days per week Administration-directed and three (3) days per week employee-directed plan time. The apportionment of those days shall be as follows:

   a. Three (3) days employee-directed (Monday, Tuesday, Friday) and two (2) days Administration-directed (Wednesday and Thursday).

   b. Three (3) days Administration-directed (Tuesday, Wednesday and Thursday) and two (2) days employee-directed (Monday and Friday).

B. In addition to the plan time noted in Section A., above, each professional employee at the elementary schools shall receive a minimum thirty (30) consecutive minutes of planning time each day to the extent permitted by the building schedule. An exception shall

be that professional employees may be directed by administration to take on additional students or cover class(es) in need of coverage in exchange for Modular Pay.

C. Professional employees can volunteer to provide additional coverage by taking additional students and receive Modular Pay.[1] Should no professional employee volunteer, Administration shall assign a professional employee to cover a class on a rotating basis.

D. Secondary

At least thirty (30) minutes of plan time shall be given prior to the student instructional day. The apportionment of this plan time shall be as follows:

1. August and May: One (1) day per week shall be Administratively-directed and four (4) days shall be employee-directed.

2. All other months: On a rotating basis, two (2) days per week shall be employee-directed plan time and three (3) days per week shall be directed by Administration, followed by two (2) days per week Administration-directed and three (3) days per week employee-directed plan time. The apportionment of those days shall be as follows:

    a. Three (3) days employee-directed (Monday, Tuesday, Friday) and two (2) days Administration-directed (Wednesday and Thursday).

    b. Three (3) days Administration-directed (Tuesday, Wednesday and Thursday) and two (2) days employee-directed (Monday and Friday).

E. In addition to the plan time noted in Section D., above, each professional employee at the secondary level shall receive preparation time equivalent to one (1) class period per day to the extent permitted by the building schedule. An exception shall be that professional employees may be directed by administration to cover class(es) in need of coverage in exchange for Modular Pay.

F. Professional employees can volunteer to provide additional coverage by internally substituting during their preparation time in exchange for Modular Pay.[2] Should no professional employee

[1] If multiple professional employees volunteer, Administration will assign the additional coverage on an equitable, rotating basis.
[2] If multiple professional employees volunteer, Administration will assign the additional coverage on an equitable, rotating basis.

volunteer, Administration shall assign a professional employee to cover a class on a rotating basis.

4.0402 Procedures governing the coverage of a class during a professional employee's plan period are detailed below. The term "plan time" in this Article shall mean plan time provided during the student instructional day.

A. Coverage shall include all members of the bargaining unit with the exception of nurses, school psychologists, physical therapists, occupational therapists, and speech pathologists.

B. Coverage shall be on a continuous, rotational basis of professionals who receive a plan period in the building, and shall not reset at the end of a week, month or a semester.

C. Coverage shall occur within the building a member has their scheduled plan period.

D. Professional employees shall not be directed by Administration to cover a class in need of coverage under the following circumstances:

1. On a day in which the professional employee receives either an unannounced observation or a scheduled observation by their credentialed evaluator as part of their performance evaluation.

2. On a day in which the professional employee is required to attend an IEP, ETR, BIP, 504 Plan or Manifestation meeting in which their attendance is required. Such meeting must be previously scheduled, and the professional employee shall provide advance, email notice to their building principal.

3. Any additional professional meeting held during the professional employee's plan period that is deemed essential, and for which the professional employee provides advance, email notice to their building principal.

E. If an administrator directs a professional employee to attend a meeting during their instructional plan time (both prior to and during the instructional day) they will not be required to provide coverage or take on additional students for the day. This does not include meetings that occur on the allotted Administrative-led time before the student day.

1. If a teacher chooses to meet during extended time for pre-conference, post-conference, or any other evaluation meetings, that does not disqualify them from the rotation for

mod coverage during their plan period during the instructional day or from receiving additional students at the elementary level.

F. A master rotation list shall be posted/shared at the start of each school year with the professional employees.

G. Administration shall provide daily notice to members as to who is covering each classroom. This notice will also serve as notification to each member who is covering their classroom for the day.

4.05 ELEMENTARY SCHOOL COVERAGE

4.0501 Administration may split the class of a professional employee who is absent. Detailed below are the procedures governing the coverage of a split class through the apportionment of students.

A. Professional employees may be directed to receive additional students from another professional employee's classroom in exchange for Modular Pay.

B. A single occurrence of placement of students may range between one class period to the entirety of the instructional day.

C. Support professional employees (i.e. Title 1, intervention specialists, ESL) shall be used within the assigned rotation.

D. When splitting classes, every effort will be made to stay within 2 grade levels up or down from the grade being split.

E. In a co-teaching classroom (includes having intervention specialists in the classroom), if one assigned teacher is out, the co-teacher will cover teaching the class. No teacher will be added for coverage (unless it is known the missing teacher will be out for an extended period of time - i.e. more than 2 consecutive days). This does not count as coverage.

F. Administration will make every effort possible to not split co-teachers.

G. A professional employee can be assigned to cover a special for their class period.

H. A specials class can be split.

1. In the event a special teacher is directed to take a double class (cannot be voluntary), they will be paid modular coverage

depending on how many students are in each group per the Master Contract.

2. The professional employee shall be required to keep a list of classes, times and amount of students for the day and compensation would be 1/7 of the per diem per class.

4.06 SECONDARY SCHOOL COVERAGE

4.0601 Administration may require a professional employee to cover the class of another professional employee who is absent. Detailed below are the procedures governing the coverage.

A. Professional employees may be directed to cover one class period from another professional employee's classroom in exchange for Modular Pay.

B. Support professional employees (i.e. intervention specialists, ESL) shall be used within the assigned rotation.

C. In a co-teaching classroom (includes having intervention specialists in the classroom), if one assigned teacher is out, the co-teachers will cover teaching the class. No teacher will be added for coverage (unless it is known the missing teacher will be out for an extended period of time – i.e. more than 2 consecutive days). This does not count as coverage.

D. In the event there is a combined class (i.e. English/Social Studies) the classes will be split and assigned to content teachers. The class without a teacher will be provided with assigned coverage.

E. Administration will make every effort possible to not split co-teachers.

4.07 EXTERNAL SUBSTITUTES

A. The District will utilize outside substitute teachers before going to HCTA professional employees to provide coverage for classes.

1. A professional employee shall enter their absence into the Board's absence management system at least 2 hours prior to the staff report time.

2. No extra measures will be taken to secure a substitute teacher at the building level beyond putting the request in the absence management system.

4.08 INCLEMENT WEATHER

4.0801

A. In the event of a one-hour or two-hour delay in the start of a school day as a result of a calamity, the start of the professional employee's work day will be delayed by one or two hours respectively.

B. In the event of inclement weather when schools are open, if a teacher arrives less than twenty (20) minutes late due to weather conditions, the teacher's assignment will be covered within the building. In the event that a teacher is more than twenty (20) minutes late, a personal day will be used in increments of one-fourth (1/4) day. If no personal days are available, the teacher will be docked pay in increments of one-fourth (1/4) day.

4.0802 All employees shall be required to make up any calamity days beyond seven (7) in a contract year. These make-up days may or may not involve the attendance of students. If a make-up day(s) is deemed necessary by the Superintendent then a make-up schedule will be developed by the Superintendent and communicated to both the Board and Teachers' Association.

In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report until 10:00 a.m. and shall end their work day at 3:00 p.m. Teachers will not be required to report to work if there is a Level 2 or 3 snow emergency ordered in Butler County.

4.09 STAFF MEETINGS

4.0901 Professional employees may submit to the principal appropriate agenda items for building meeting agendas. Agendas for these staff meetings shall be posted one (1) day in advance.

4.0902 Professional employees may be required to attend up to three (3) after school or evening programs or open houses.

4.0903 Attendance at additional in-service training programs beyond the regular workday may be requested. Such attendance will be voluntary and will be compensated at the current hourly rate.

4.0904 The following options will be considered in the order as stated for professional development:

A. During the times school is not in session (example: summer vacation)

B. Outside the regular school day

C. During the regular school day

4.10 PARENT-PROFESSIONAL EMPLOYEE CONFERENCE TIME

The equivalent of two (2) days per school year may be scheduled for the purpose of parent-professional employee conferences. The Administration will announce the conference days on or before October 1. Staff may have input in rescheduling the conferences if necessary.

4.11 INSTRUCTIONAL COMMITTEES

4.1101 Professional employees are encouraged to participate on instructional committees (i.e. curriculum, retention, report cards, etc.). The scope and purpose of the committee will be outlined at the first committee meeting. Final reports of such committees, including the names of committee members, will be made in writing to the Superintendent or other appropriate administrators. If the committee meets during school time during the regular school hours, released time will be provided. If the committee is scheduled to meet after school hours, or during the summer, such time shall be compensated at the hourly rate. (Such committee work is voluntary.)

4.1102 Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the professional employees in relation to textbook selection, the Board agrees that determination of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among professional employees and administrators, subject to final approval of the Board.

4.1103 Professional Committees

Recognizing the need for meaningful professional development, a committee consisting of four (4) administrators (secondary and elementary), selected by the Superintendent, and four (4) educators (secondary and elementary), selected by the Association President, will meet to allow for the Association to provide input into District-wide in-service and professional development plans and programming. The committee will report to the Assistant Superintendent for Human Resources and the HCTA President no later than May 1st annually indicating any changes made for the following school year or any recommendations that may affect the Master Contract.

4.12 FACILITIES

4.1201 The Board and the Association agree that each school building have the following facilities:

A. Every attempt shall be made to provide space in each classroom in which professional employees may safely store instructional materials and supplies.

B. An attempt shall be made to provide a professional employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

C. All attempts should be made to provide well-lighted, ventilated, clean professional employee lounges appropriate for professional employee relaxation.

D. All attempts should be made to improve off-street parking for all schools.

E. A communication system so that professional employees can communicate with the building office from their classroom.

F. Each professional employee shall, at the beginning of the school year, be furnished a key to his or her classroom and to the storage facility in that room. Said keys are to remain in the possession of the professional employee until the termination of the school year, or the professional employee's employment if this occurs prior to the end of the school year. If lost the professional employee is to notify the principal immediately. The cost of replacement is to be assumed by the professional employee. No keys are to be duplicated or loaned to another person.

G. Professional employees shall have safe and healthful conditions under which to carry out their professional duties, including adequate outside lighting and safe equipment necessary to perform duties.

H. Professional employees shall not be liable for loss by fire, theft, vandalism, burglary, or flood unless due to his/her own negligence.

I. Professional employees shall turn in daily all school monies for deposit to a designated collector.

J. Every attempt shall be made to provide adequate space with adequate facilities within each school for special service teachers, guidance counselors and psychologists to carry out their responsibilities with individuals or groups of students.

K. When the temperature in a classroom falls to an unreasonable level, the principal shall make every attempt to work with the maintenance department to rectify the situation.

L. Every effort should be made to notify the professional employee as far in advance as possible that his/her room will be used by an outside source.

M. A telephone that provides confidentiality will be provided in each building for use by professional employees.

N. All school buildings and grounds will be smoke free.

4.1202 The Board declares its intentions to provide adequate supplies and textbooks, and to coordinate the ordering of supplies and materials with curriculum changes. Inadequacies of supplies, textbooks and materials should be reported by the professional employee in writing to the principal, with a copy to the Superintendent.

4.1203 Specific announcement periods over public address systems shall be assigned and adhered to except in case of emergency.

4.1204 Whenever possible, clerical assistance will be provided to make routine entries and transfers on pupil records and to help with the issue and inventories of textbooks and supplies. School-wide testing programs shall, whenever possible, be limited to machine graded tests. Every effort should be made by principals and supervisors to reduce the amount of paperwork required of professional employees, so that the largest possible percentage of their time may be spent in actual planning and teaching.

4.1205 Any change in teaching conditions affecting the majority of the professional employee staff within a building shall be discussed thoroughly with the professional employee staff and principal prior to implementation.

4.1206 Professional employees shall be permitted to leave their schools during their lunch periods. Prior notice will be given to the office as to the time of leaving and returning.

4.1207 No professional employee shall be required to transport a pupil in his/her personal automobile.

4.1208 Dress and grooming shall at all times be in good taste, non-distracting, and appropriate for classroom teaching. This shall be determined by the central Administration in accordance with Board policy.

4.1209 Professional employees are not to leave their classroom until the conclusion of the period unless an emergency arises.

4.1210 Professional employees should be in their classroom when the tardy bell rings.

4.1211 Professional employees should go to their doors when the periods end to aid in the supervision of students in the halls unless otherwise directed.

4.1212 Professional employees are to leave written lesson plans and seating charts in their rooms before leaving at the end of the day. Professional employees without assigned rooms will leave them in their mailboxes. Lesson plans should be made out for three (3) days in advance.

4.1213 Professional employees shall be required to update grades in "Progress Book" or an equivalent on-line grading program at least once every two weeks as part of a professional employees' teaching duties.

4.13 ACADEMIC FREEDOM

The Board recognizes that a large part of the curriculum is made up of established truths and values, but also that gradual social change is inevitable, and that such change involves controversial issues. The Board states herein its policy of fostering in the Hamilton City Schools dispassionate, unprejudiced, and scientific study of controversial issues in an atmosphere void of partisanship and bias. Professional employees shall not attempt to limit judgment of pupils on controversial issues, but rather to foster the respect for facts and an impartial search for truth. The Board shall provide the necessary protection for such academic freedom.

4.14 STUDENT TEACHER

4.1401 No professional employee shall be assigned a student teacher without his/her prior consent. Student teacher supervision is not considered a regular duty as covered by the teaching contract of any professional employee and shall be a voluntarily accepted assignment.

4.1402 No professional employee shall be evaluated negatively because of his/her refusal to accept a student teacher.

4.1403 Upon his/her request, the professional employee considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college and/or university. A copy of that contract will be provided at the professional employee's request at no cost to the professional employee.

4.1404 The Board will provide student teachers with copies of the texts, guides, and building policies, when available, to assist them during their student teaching assignments.

4.15 GUIDANCE SERVICES

Guidance services will be provided at the high school, junior high, and elementary levels. Guidance services at the elementary level may be

provided by a guidance counselor, a school psychologist, or a teacher on special assignment.

4.16 PROFESSIONAL EMPLOYEE SAFETY

To the extent permitted by law, the Board and the professional employee shall inform the other with regard to a student who is known to have an infectious disease or history of violent behavior. A joint committee will be established to review options and make recommendations to the Superintendent with regard to improving staff/student protection.

The Association will provide input to the Board to develop grade level appropriate student discipline referral form(s) to be used District wide.

4.17 WORK LOAD

Whenever work load becomes an issue, the Faculty Advisory Committee will formally review options for addressing the problem specific to that issue.

4.18 CLASS SIZE

The Association President will be provided with a listing of all class sizes throughout the District by September 30th. When a teacher or administrator identifies a concern on class size, said teacher and building administrator shall initially have a conference to resolve the problem. At the teacher's request an HCTA representative may be present. If no recommendations are satisfactory to both parties, the problem will be presented by the teacher, administrator, and Association representative to the Superintendent or his/her designee. The Superintendent's decision will be final and binding.

4.19 JOB-SHARING

4.1901 Purpose

The purpose of job-sharing is to allow two members to share one teaching position within the school district. Job-sharing shall be voluntary and require the endorsement of the Assistant Superintendent of Human Resources and the principal in the building in which the teachers shall be sharing a position.

The Administrator's decision shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job-share. The Administrator's decision as to whether or not to endorse a job-sharing proposal shall be final and not subject to appeal or the grievance procedure.

4.1902 Initiation

All members have equal opportunity to apply for job-sharing. Members wishing to job-share must find their own team partner. Members interested in job-sharing must submit a written, joint proposal that follows the Master Contract. This proposal must outline some of the features to be included in the program. It is to be submitted to their building principal and Assistant Superintendent of Human Resources prior to April 1 of the previous year. Prior to April 14th of the previous year, the agreed upon proposal shall be provided to the Association President.

4.1903 Required Elements of the Job-Sharing Proposal

A. Each team shall share one teaching position. Each team member will be properly licensed/certified for the assignment.

B. Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year unless a change is approved by the teachers and building principal in writing.

C. Each team plan shall address unique elements of the positions and describe how such elements will be addressed. Continuity of instruction and services to the students is crucial.

D. Each team shall describe their teaching philosophy and standards and show that they are compatible.

E. Both members shall attend all required in-services, conferences, open houses, IEP meetings, and staff meetings.

F. Both members shall assess students as usual and attend to all applicable classroom management duties.

G. The members will be expected to maintain close communication on a daily basis.

H. The building principal may during the course of the school year implement any operational changes that the principal may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the Master Contract.

4.1904 Teacher Employment Rights

The participating members shall, during their employment on a job-sharing basis:

A. Be subject to all provisions of the Master Contract, except as modified in this article.

B. Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full time teachers.

C. Accrue seniority and service years on a full time basis.

D. Earn and use sick leave and personal leave on the basis that a day is a day. However, any carry-over of leaves from a full time contract into a job-sharing contract shall be at a 200% rate, and any carry-over of leaves from a job-sharing contract into a full time contract shall be at a 50% rate.

E. Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team member.

F. Receive medical, dental and vision insurance with the amount paid for the premiums by the Board not to exceed the total cost it normally would assume for one full time teacher with a family medical plan based upon the requirements set forth in the Master Contract. The overriding purpose of this section is to assure that, with the exception of providing each member with a life insurance policy in accordance with the Master Contract, the Board's cost of providing insurance to the team is no greater than that which it would incur if the work of the team were performed exclusively by the individual having the most costly insurance premium in each coverage category.

The following situations may develop based upon the needs of the two teachers.

Member A One family plan or one single plan
Member B No insurance coverage
The Board shall pay full premiums for Member A

Member A One family plan
Member B One family plan
The Board shall pay one-half of the Board's required premium payments for each teacher. Each teacher shall be responsible for the remaining monthly premium payments.

Member A One single plan
Member B One family plan
The Board shall pay premiums for each teacher based upon the ratio between the two premium amounts calculated by adding the Board's share of the two premiums together, dividing one by the other to reach a percentage amount of each premium to be paid.

G. A member's contract status shall not be affected by participation in the job-sharing program.

4.1905 Discontinuation of the Job-Sharing Team

A. Should the Board, building principal or either of the involved members wish to discontinue the job-sharing program for a subsequent school year, the member on the team having the greater seniority shall retain the position on a full time basis for the following year. If discontinuation of the job-sharing program results in the reduction of a teaming position, Article 3.09 Reduction in Force may apply. The member with the lesser seniority may be subject to the RIF policy and placed on a suspended contract with appropriate recall rights.

B. Participating members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a member be released from the job-sharing program during the course of the school year, the other member shall assume all the teaching responsibilities and return to full time status unless otherwise agreed to by the principal.

4.20 COMPLAINTS AGAINST A PROFESSIONAL EMPLOYEE

4.2001 Initial attempts to settle complaints against professional employees shall first be made informally through personal, private conferences at the school level among professional employee, pupil, parent, principal, and other appropriate staff personnel.

4.2002 The building principal will inform the professional employee of the complaint directed toward him/her in a timely manner. The Administrator shall offer every reasonable assistance in solving the problem.

4.2003 Meetings to discuss problems shall be scheduled at mutually convenient times.

4.2004 If the Administrator concludes that there was no basis for the complaint, then there shall be no record of the investigation or complaint in the professional employee's personnel file.

4.2005 If any complaint being investigated could lead to disciplinary action against the professional employee, the professional employee has a right to Association representation.

ARTICLE V:
COMPENSATION

5.01 SALARY

5.0101 Salary compensation under a regular teaching contract shall be in accordance with the salary schedule (Appendix A).

5.0102 Each professional employee employed by the Board shall be given credit for up to one (1) year of service outside the District, whether private or public, or up to five (5) years of military service in the Armed Forces of the United States or a combination of both, not to exceed six (6) years for proper placement on the salary schedule. Placement may exceed six (6) years if the length and value of prior services warrant such determination to meet the needs of the District as recommended by the Superintendent and approved by the Board. Teachers shall receive credit and placement on the salary schedule for previous academic training. Placement on salary schedule shall not necessarily align with years of teaching experience in Hamilton City Schools.

5.0103 Low-Density Teacher Licensure Incentive Hiring Program

The Board shall have the ability to offer a hiring incentive payment to newly-hired teachers in the amount of $10,000.00 payable in 4 installments over 3 years. The payment will be in the amount of $2,500.00 to be paid on the second pay period in July, prior to the teacher beginning his/her job assignment and shall continue to be paid in the amount of $2,500.00 for the next 3 successive payrolls in July.

Prior to implementing a teacher incentive offer to a newly-hired employee, the Assistant Superintendent of Human Resources shall provide at least 48 hours notice to the HCTA President of the utilization of the teacher incentive hiring program and the position in the area of certification applicable. In the event the Board implements a hiring incentive program during a given contract year, any teacher hired into a position requiring a license for which the incentive payment is eligible shall be entitled to receive the incentive payment regardless of whether or not the incentive program was initiated at the time of the employee's initial offer.

Only "newly-hired" teachers to Hamilton City Schools shall be eligible for the low-density teacher hiring incentive program. An individual with prior service with Hamilton City Schools must experience a break in service to be considered "newly-hired."

The Board shall not arbitrarily or capriciously choose to utilize the hiring incentive payment.

5.0104 One year's teaching experience for salary placement shall be defined as not less than one hundred twenty (120) days of full-time or part-time teaching during a given school year.

5.0105 A year of military service is defined as twelve (12) months or major fraction thereof (i.e. 43 months = 3 years, 7 months = 4 years).

5.0106 In order to qualify for the Master's degree + 30 column of the salary schedule, the professional employee must have credit for thirty (30) graduate hours which were completed after the Master's degree.

5.0107 For proper placement on the salary schedule, the professional employee being employed shall furnish an official transcript of credits, verification of teaching and/or substitute teaching experience, a valid teaching certificate, and if armed forces credit is to be granted, a copy of discharge or separation papers, to the Board Treasurer no later than October 15. Upon submission of such information, the professional employee shall, upon Board approval be moved to the proper placement on the salary schedule retroactive to the beginning of that professional employee's contract year.

5.0108 The Treasurer will notify an employee who has been inadvertently overpaid, and such notification shall outline a reasonable repayment schedule.

5.02 EXTRA DUTY - SUPPLEMENTAL CONTRACTS

5.0201 All professional employees assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.

5.0202 Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual professional employee, such additional time to be paid at the rate as established by the adopted supplemental salary schedule (Appendix B). No individual professional employee shall be required to accept a supplemental contract.

5.0203 <u>Extracurricular Compensation</u>

A. Salary compensation for all extracurricular positions shall be according to Appendix B of the Master Contract.

B. Experience placement on the Extracurricular Index shall be based upon the total years of service, not necessarily continuous, in the same or a like position in chartered (public or non-public) schools. Service in the same or a like position for purposes of experience placement on the Extracurricular Index shall be determined by the Superintendent or designee.

5.03 EXTENDED SERVICE

5.0301 Extended service shall be defined as employment for more than the regular contract year.

5.0302 Professional employees on extended service shall be paid their per diem rate as determined by dividing their regular base salary by the number of days in the contract year.

5.0303 Current salary shall be determined by the August 1 date. All service after August 1 of each calendar year shall be at the rate of pay for the ensuing school year. All service prior to August shall be at the rate of the last day of school for that year.

5.04 ATTENDANCE AT EXTRA-CURRICULAR ACTIVITIES

Subject to capacity limitations, all bargaining unit members shall be admitted, free of charge, to the extra-curricular activities of the District that are held on District property. Unit members will be required to present their work identification to gain free admittance. Tickets requested and issued are not transferable and shall be marked as such on the face of the ticket.

5.05 TRAVEL REMUNERATION

In arranging schedules for professional employees who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such professional employees will be notified of any changes in their schedules as soon as practicable. Any professional employee who does not get a pay differential with travel included and is assigned to two (2) or more buildings per day, shall be reimbursed for travel expense between buildings at the IRS rate established in the previous calendar year.

5.06 PAYROLL PROCEDURES

5.0601 Twenty-four (24) pay periods will be the standard procedure, and a list of pay dates and procedures will be submitted to each professional employee on or before the first payday in September.

5.0602 Paydays shall fall on the 5th and 20th of each month. If the regular payday falls on a scheduled holiday, the deposit will be made on the workday preceding the holiday, but not before the Tuesday prior to payday.

5.0603 If the provisions of 5.0601 and 5.0602 conflict, the Board and the Association shall consult to determine the timing and frequency of payment.

5.0604 Payroll shall be by direct deposit with electronic payroll stubs.

5.07 PAYROLL DEDUCTIONS

The following payroll deductions will be provided at no cost to the professional employee.

A. Credit Union (Aurgroup)

B. United Way

C. Tax Sheltered Annuities and/or mutual funds for currently authorized companies or additional companies which have at least 10 members initially enrolled.

D. Fund for Children and Public Education

E. YMCA and YWCA

F. Section 125 Reimbursement Accounts

G. Board sponsored and supplemental insurance premium deductions

H. Other Deductions Required By Law

5.08 COLLEGE COURSEWORK REIMBURSEMENT PLAN

The Board proposes to reimburse professional employees for college courses successfully completed with the following conditions:

A. College reimbursement amounts will be $135.00 per semester hour or $90.00 per quarter hour;

B. Maximum of six (6) semester or nine (9) quarter hours per year;

C. Hours must be in the teachers' area(s) of certification/licensure, the area(s) that they are teaching, or related to their Local Professional Development Committee's (LPDC) approved Individual Professional Development Plan (IPDP);

D. The hours are subject to approval, in advance, by the Assistant Superintendent for Human Resources; and

E. The grade received must be a "B" or better or "Pass" in a Pass/Fail course.

5.09 MODULAR PAY

5.0901 If a professional employee either volunteers or is directed by Administration to take on a coverage assignment, then, in such event, the professional employee will receive the compensation stated below. A list of professional employees willing to volunteer will be submitted to the Building Principal at the beginning of each school year. Names may be added or removed, upon request of the professional employee, throughout the year. Volunteers will be assigned using a volunteer list on a rotation basis.

5.0902 Modular pay shall be at the following rates:

Middle & HS (7 -12): 5/6 of the hourly rate per period

Elementary (K-6) as follows:

1-9 students	=	$ 50.00 per day
10-19 students	=	$ 100.00 per day
19 and over students	=	$ 150.00 per day

ARTICLE VI:
INSURANCE

6.01 GENERAL PROVISIONS

The Board shall provide each professional employee who works half-time or more with the following insurance coverage through a plan approved by the State of Ohio:

A. Basic hospital-surgical and major medical

B. Prescription drug (if enrolled in Basic Plan A above)

C. Dental

D. Vision

E. Life

F. Liability

6.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

6.0201 In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans, or one (1) family plan.

6.0202 Medical insurance paid by the Board for a Comprehensive Major Medical Package is as follows:

A. The Board shall contribute eighty-five-percent (85%) per month toward single or family coverage. Employees must pay costs that exceed this amount.

6.0203 Each professional employee that elects to receive no Board paid Hospital, Surgical and Major Medical; Dental; Drug; and Vision insurances shall receive a five hundred dollar ($500.00) bonus. Once an employee has determined his/her insurance status, no change can be made for the balance of the plan year except due to a change in family status or employment status of the employee or the employee's spouse.

A. Determination of those professional employees qualifying for this bonus shall be at the end of an open enrollment period during the month of November.

B. A professional employee and his/her spouse who are both employed by the Hamilton City School District, shall be eligible for the bonus if

one professional employee elects family coverage and the second professional employee elects no coverages as stated above.

C. Payment for this bonus shall be provided by the second paycheck in January.

6.03 MEDICAL INSURANCE SPECIFICATIONS

The Board will provide health benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.04 PRESCRIPTION DRUG INSURANCE

The Board will provide prescription drug benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.05 DENTAL INSURANCE

6.0501 The Board of Education shall contribute a maximum of ninety-two percent (92%) for single plan coverage and fifty-seven and one-half percent (57.5%) for family or single plus one plan coverage toward a dental insurance policy. Employees must pay costs that exceed these amounts. In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans.

6.0502 The Board will provide dental benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.06 VISION INSURANCE

The Board of Education shall contribute a maximum of ninety percent (90%) for a single plan coverage and sixty-five percent (65%) for a family plan coverage toward a vision insurance policy. Employees must pay costs that exceed these amounts. In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans.

6.0601 Eligible dependents will be covered to age twenty-five (25).

6.07 TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The Board shall provide each professional employee who works half-time or more, term life insurance in the amount of one and one-half (1 1/2) times the professional employee's annual salary rounded to the next thousand

dollars as well as benefits for accidental death and dismemberment. Except for new hires, coverage shall be adjusted once each year to become effective on November 1 based on the sum of all contracts as of October 15 of each year.

6.08 LIABILITY INSURANCE

6.0801 The Board will provide liability insurance for all professional employees covered by this Agreement.

6.0802 The Board will make every effort to provide liability insurance for all professional employees covered by this Agreement who transport students. Should the Board be unable to provide such insurance, no professional employee shall be required to transport students.

6.0803 The Board provided liability insurance shall be the primary carrier for all liability claims against any member of the bargaining unit.

6.09 APPLICATION FOR COVERAGE

6.0901 For professional employees to receive the insurance benefit programs, they must complete the necessary applications and provide all information needed by the insurance companies and the Board.

6.0902 Any professional employee employed but not covered by insurance may apply during the open enrollment period beginning November 1 of each year and terminating November 30 of each year.

6.0903 In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees are limited to two (2) single plans or one (1) family plan. Employees hired during the school year will have a period of thirty (30) days from their date of hire to apply for insurances.

6.10 EFFECTIVE DATES

6.1001 The insurance will become effective for new professional employees on their first day of employment according to the starting date on their contract provided all necessary forms are completed and received by the Board Treasurer.

6.1002 Insurance coverage for current professional employees will become effective upon receipt by the Board Treasurer of completed application and acceptance by the insurance company.

6.11 TERMINATION OF INSURANCE

Such insurance shall continue in effect in accordance with the provisions of the Master Contract until:

A. The professional employee withdraws in writing from the insurance program(s).

B. The effective date of their resignation, retirement, or termination.

C. It is terminated in accordance with Section 6.1203 of this Agreement.

6.12 INSURANCE COVERAGE WHILE ON LEAVES

6.1201 The insurance program(s) that the professional employee properly applies for shall continue in effect during absences or illness, and paid leaves of absence as specified in the Ohio Revised Code or under the provisions of the Family and Medical Leave Act of 1993.

6.1202 Professional employees under partial or unpaid leaves shall be eligible to participate in the group insurance plans set forth in this Contract at the professional employee's own expense. The professional employee shall make arrangements in advance for such continued participation with the office of the Board Treasurer and by remitting the premiums to the Board Treasurer in advance. Such remittance of premiums shall not be required more than thirty (30) days in advance.

6.1203 The Board Treasurer shall terminate insurance coverage immediately for each professional employee who is absent without authorized leave, but such coverage shall be reinstated immediately upon the professional employee's return to work. During the interim period between the start of a professional employee's absence without authorized leave and the time the insurance carrier is able to terminate the insurance coverage for said professional employee, the Board shall have the right to deduct from the professional employee's salary an amount equal to the professional employee's pro rata share for insurance coverage for each day of unauthorized absence up to the time the termination becomes effective.

6.13 CONVERSION RIGHTS

Upon separation from employment, the professional employee shall have the right to assume such coverage at his/her expense in accordance with the policy in effect and with the consent of the insurance carrier. It is the professional employee's responsibility to arrange this coverage with the Board Treasurer's office.

6.14 INSURANCE INFORMATION

The carriers of each insurance benefit program shall provide the Association with all annual summary reports and rate increase data and information at the same time that it is provided to the Board.

6.15 PROFESSIONAL EMPLOYEE ASSISTANCE PROGRAM

6.1501 The Board will provide, at no cost to the professional employee, a comprehensive full-service employee assistance program.

6.1502 This program will provide confidential, professional consultation and assessment/referral services to professional employees whose job performance is or may be adversely affected by alcoholism, emotional problems, family discord, drug dependence, stress, financial or legal trouble, or other personal problems.

6.16 FLEXIBLE FRINGE BENEFIT PROGRAM

6.1601 The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed $2,500 annually may be set aside by the employee for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Vision Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, and Dependent Care. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s), shall pay the monthly administration fee.

6.1602 A Flexible Fringe Benefit Election Form may be found in the office of the Treasurer and is hereby incorporated by reference.

ARTICLE VII:
RETIREMENT BENEFITS

7.01 RETIREMENT PAY

A. Retirement pay shall be a one time, lump sum payment to eligible professional employees who retire before the calendar year in which they attain the age of 55.

B. The Board will implement an Accumulated Leave Plan through VOYA for the purpose of tax sheltering the retirement pay of retirees who attain age 55 during the calendar year in which they retire and those who are older.

7.0101 A professional employee's eligibility for retirement pay shall be determined based upon the following criteria:

A. The professional employee under contract as a full time teacher retires from the school system. For purposes of this section, retirement means disability or service retirement under any state or municipal retirement system in this state. The professional employee must be eligible for disability or service retirement as of the last date of employment. The final date of employment is the last date for which he/she received salary compensation.

B. The professional employee must have proved acceptance into the retirement system by having received and cashed his/her first retirement check.

C. The professional employee as of the final date of employment, as defined above, must have not less than ten (10) years of service with this School District, the state, or its political subdivisions.

D. The professional employee must sign for his/her retirement check certifying all eligibility criteria has been met.

E. All employees age 55 or older in the calendar year of retirement will have severance paid through the accumulated leave plan. Any amount exceeding the 415 limit will be paid the January following retirement through the accumulated leave plan. The Board will select the accumulated leave plan provider.

7.0102 The amount of benefit due a professional employee shall be calculated by:

A. Determining the number of retirement days due:

Accumulated Days of Sick Leave	Ratio of Payment	Maximum Days
1 - 150	4 to 1	37.5
150 - 285	2 to 1	67.5
286+	No Additional Payment	

The total maximum accumulated sick leave to be paid is 105 days.

B. Days of retirement pay due multiplied by the daily rate of pay. Daily rate of pay equals base pay in the professional employee's contract of employment at retirement divided by the number of days in the approved calendar for the position.

7.0103 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the professional employee.

7.0104 In the event of death of a professional employee, retirement pay, as provided in 7.0103, shall be paid to the estate of the professional employee, if the professional employee has satisfied the conditions set forth in Sections 7.0102 (A) and (C).

7.0105 An early notice of retirement bonus of $1,000 shall be paid to a unit member upon satisfaction of the following conditions:

A. The unit member delivers written notice of their intent to retire upon the Human Resources Administrator on or before February 1st of the school year that they intend to complete and then retire.

B. The unit member works through the remainder of the school year in which they retire, or finishes the school year on a Board-approved leave of absence.

Payment of the bonus shall be made upon the Treasurer's receipt of verification from STRS that the unit member has been approved for retirement.

7.02 RETIREMENT CONTRIBUTION PICK UP

The Board herewith agrees to implement the salary reduction method of the "pick up" of professional employee retirement contributions to the State Teachers Retirement System on the following terms and conditions:

A. The total contribution paid by the professional employee will be picked up (tax sheltered) and paid on behalf of each professional employee.

B. The "pick up" will be uniform for all professional employees. Member participation shall not be optional.

C. The amount picked up by the Board will not reduce the professional employee's or the Board's contribution to STRS.

D. Earnings will include the amount of the professional employee's contribution to STRS and such picked up amount may be included in computing final average salary for retirement purposes.

E. In the event of an adverse ruling by IRS with regard to employer "pick up" or in the event of any other adverse ruling by a court of law or federal, state, or local agency holding this procedure invalid, the Association and the Board agree to discontinue the procedure.

ARTICLE VIII:
LEAVES

8.01 PAID LEAVES -- SHORT-TERM LEAVES

8.0101 Professional Leaves, Conferences and Visitations

A. Professional leave is defined as leave for attendance at professional meetings of relatively short duration such as conferences, workshops, or seminars, for a visitation to other schools within a reasonable distance, or for other professional growth opportunities.

B. Professional employees are encouraged to develop professional growth plans which are based on District, building, and student needs, as well as identified professional growth needs.

C. Professional employees who wish to be absent on school business must complete the Request for Professional Day form online and submit it to their principal at least one (1) week prior to the day of absence. Final approval will be granted or denied by the Assistant Superintendent for Instructional Resources.

D. Professional employees may be granted professional leave if:

(1) The request is directly related to their assigned duties as a professional employee and is designed to improve the professional employee's performance in their assigned duties, and/or

(2) The request is directly related to the professional employee's professional growth plan as described in 8.0101(B) above.

(3) Other professional meetings as approved by the Administrative Assistant Superintendent for Instructional Resources.

E. When sources of funding are available, reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

8.0102 Personal Leave

A. Personal leave is authorized for personal business which cannot be scheduled outside regular school hours.

B. The Human Resources Administrator or designee will grant up to three (3) days personal leave yearly to all full time professional employees. Requests for use of two or more consecutive days of

personal leave must be pre-approved by the Human Resources Administrator. Staff members teaching half time will be granted up to three (3) half-days personal leave.

C. Personal Days shall be requested as follows: Written requests should be forwarded to the Human Resources Administrator at least forty-eight (48) hours prior to such leave when possible.

D. Personal leave is not intended to extend vacations or holidays. If personal business of the professional employee fits the guidelines listed in paragraph (A) above, it shall be treated the same on these days (days immediately preceding or following a vacation or a holiday) as any regular workday. Personal business does not include recreation, shopping, seeking employment, other employment, pleasure trips, accompanying someone on a business or pleasure trip, extending a holiday or vacation, or other similar activities. The Human Resources Administrator may grant an exception to these restrictions, and shall notify the Association President of the granting or denial of the request for an exception.

E. If a request for personal leave is denied and the professional employee believes their request fits the guidelines for personal leave, or if the professional employee believes that an exceptional or emergency situation exists, the professional employee may request and will be granted a meeting with the Human Resources Administrator to discuss the denial. The professional employee may be accompanied by an Association representative. If the request is still denied, a grievance may be filed directly to Level Two.

F. Any unused personal leave days will be converted to sick leave days. Members who are at the maximum sick leave cap at the end of a particular school year shall have the option to carry up to two (2) unused personal days to the next school year – never to exceed 5 personal leave days in any given school year. Sick leave days earned in this manner may be accumulated beyond the 300 day maximum. Calculation of retirement pay shall remain as stated in Section 7.0103 of the Master Contract.

G. Use of the three (3) personal leave days is unrestricted with the exception of all Fridays and the month of May, both of which require a specific reason and administrative approval.

H. If personal leave is improperly used, the individual may be suspended or terminated in accordance with O.R.C. 3319.16.

I. Personal leave shall be applied uniformly.

8.0103 Assault Leave (See Appendix C-1 for form)

A. In accordance with O.R.C. 3319.143, a professional employee who is absent from work due to a physical disability resulting from an assault which occurs in the course of Board employment shall be maintained on full pay status for up to 45 work days. Certification of the physical disability by a physician is required.

B. The assault leave forms to be completed by the professional employee and his/her attending physician in order to implement assault leave are attached.

C. The professional employee will provide the following information as soon as reasonably possible after occurrence of the incident:

(1) Date and time of incident,

(2) Identification of the individual(s) causing the assault, if known,

(3) Facts and circumstances surrounding the assault.

8.0104 Sick Leave

A. Professional employees, upon the approval of the responsible administrative officer for the School District, may use sick leave for absence due to personal illness, pregnancy related illness/condition, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the professional employee's immediate family.

B. All professional employees shall be granted annually fifteen (15) days of sick leave. Continuing as in the past, five (5) days of sick leave shall be advanced in September for the months of September, October, November, and December. Thereafter, one and one-fourth (1 1/4) days per month shall be added as it is earned, for a total of fifteen (15) days per year. Accumulation of unused sick leave is allowed to a maximum of three hundred (300) days.

C. The Treasurer's Office will provide dated notification of sick leave on each payroll.

D. Sick leave will be deducted in multiples of one-fourth (1/4) day, based upon each individual's workday. In all cases, where possible, the principal will attempt to cover the absence of a teacher using one-fourth (1/4) day of sick leave within the existing available building staff.

E. If the regular teacher has not informed the principal that he/she will return the next day, and both the regular teacher and the substitute appear for duty the following morning, the regular teacher shall lose one-half (1/2) day's sick leave or one-half (1/2) day's pay.

F. Professional employees are required to furnish a written, signed statement on forms prescribed by the Treasurer's Office to justify the use of sick leave. If medical attention is required, the professional employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or termination of employment.

G. For purposes of this Section, immediate family is to be interpreted to mean father, mother, sister, brother, husband, wife, children, stepparent, stepchild, immediate relative-in-law, grandparents, grandchildren, or a person living in the same household.

H. A Transitional Work Force Committee shall exist to study and recommend methods and procedures to reduce the District's Workers' Compensation premiums. This committee shall consist of three individuals from each District employee union. Each union shall appoint its representatives. The Board may appoint up to three representatives, one who shall be the Treasurer, who shall serve as the chairperson.

8.0105 Death in the Immediate Family

A. Professional employees who have a death in the immediate family may be granted an absence with no deduction in pay. This leave shall be charged against sick leave.

B. For the purpose of this Section, immediate family is to be interpreted to mean spouse, children, stepchildren, brothers, sisters, fathers, mothers, stepparents, grandparents, grandchildren, aunts and uncles, cousins, nieces and nephews, relatives-in-law, and any person living in the same household as the professional employee.

8.0106 Jury Duty

When a professional employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the professional employee his/her regular pay. The professional employee shall surrender his/her per diem, excluding transportation, meals, and room, for court services to the Board Treasurer. It is the responsibility of the professional employee to collect for his/her jury duty pay.

8.0107 Court Services

When a professional employee under contract is subpoenaed to serve as a witness (not as a plaintiff or defendant) in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance. The professional employee shall surrender his/her per diem, excluding transportation meals, and room, for court services to the Board Treasurer. It is the responsibility of the professional employee to collect for his/her court services.

8.02 PARTIALLY PAID LEAVES

8.0201 Exchange Teaching

In an exchange of professional employees with a foreign country, if the foreign professional employee is employed directly by the Hamilton Board, the Hamilton professional employee making the exchange will be granted the difference between his/her salary on the Hamilton schedule and the salary to be paid the foreign professional employee by the Hamilton Board. This rule applies if the salary schedule is greater than that of the foreign professional employee on the Hamilton salary schedule.

8.0202 Sabbatical Leave

A. A professional employee who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

(1) The professional employee shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed.

(2) The professional employee may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the professional employee has completed twenty-five (25) years of teaching in this state.

B. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional employees at any one time, nor allow a part salary in excess of the difference between the substitute's pay* and the professional employee's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any professional employee more often than once for each five (5) years of service, nor grant a leave a second time to the same

professional employee when other professional employees have filed a request for such a leave.

*In the event that a substitute is not employed, B.S. 1 salary shall be used in lieu of the substitute's pay in calculating the professional employee's expected pay.

8.0203 Maternity Leave

A. Any professional employee who is pregnant is entitled to a leave of absence for up to one (1) year at any time between the commencement of her pregnancy and the birth of the child(ren) if, except in cases of medical emergency, she notifies the Assistant Superintendent for Human Resources at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Assistant Superintendent of the length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

B. Upon the written request of the professional employee, up to one (1) additional year of maternity leave may be granted. Such request shall be submitted to the Assistant Superintendent for Human Resources no later than ninety (90) days prior to the original date of return.

C. When feasible, maternity leave shall begin and/or end coincident with the end of a semester break in the school calendar.

D. In cases of medical emergency caused by pregnancy, the professional employee shall be granted leave as provided in this section, immediately upon her request and certification of the emergency from an attending physician.

E. Any professional employee who is pregnant may continue in full employment as late into pregnancy as she desires if she furnishes a statement from a physician certifying her ability to continue without jeopardy to the health of the professional employee and/or that of her unborn child and her ability to perform the responsibilities of her position.

F. For employees who have worked a total of 1,250 hours or more during the twelve (12) months preceding maternity leave, health insurance will be paid by the Board during the first twelve (12) weeks of leave. Employees who are receiving paid health benefits shall be required to use all accumulated sick leave and personal days for the period of time during which they are receiving paid health benefits.

If the professional employee remains on leave for more than twelve (12) weeks, the professional employee may not use accumulated sick leave days after the professional employee's physician certifies that the professional employee is capable of performing the professional employee's regular teaching duties.

G. Those professional employees who have worked less than a total of 1,250 hours during the twelve (12) months preceding maternity leave may take all or part of a leave because of a temporary disability caused by pregnancy. However, the professional employee is not entitled to take her accumulated sick leave days when the professional employee's physician certifies that the professional employee is capable of performing the professional employee's regular teaching duties.

H. The use of Intermittent or Reduced Leaves shall be controlled by the provisions of the Family and Medical Leave Act of 1993. The Board may require certifications regarding Parental and Family Leaves as set forth in the Family and Medical Leave Act of 1993.

I. The professional employee is entitled to complete the remaining leave without pay and/or Board paid benefits.

J. In the case of miscarriage, or the death of the child, the professional employee may terminate the maternity leave upon written notice to the Assistant Superintendent for Human Resources. However, when feasible, this return shall coincide with the end of a semester break in the school calendar.

K. In case of adoption, the adoptive parents have the same right to unpaid maternity leave as parents who have given birth. Adoptive parents may use paid sick leave for up to twelve (12) weeks after the newly adopted child arrives.

L. Paternity Leave - A parent who did not give birth may use sick leave upon the birth of a child for up to three (3) weeks immediately after the birth of the child.

8.03 UNPAID LEAVES

8.0301 Military Leave

A. Leaves of absence shall be granted in accordance with applicable law.

B. Any period so served as a professional employee shall be applied to the salary schedule set forth as if such period has been served by

the professional employee in the Hamilton City School System. (0.R.C. 3317.13)

8.0302 Government Service Leave

A. Leaves of absence may be granted up to two (2) years to professional employees with tenure status in Hamilton who join as full time participants in a government program.

B. Compensation for such service shall be paid by the government. Any period so served as a professional employee shall be applied to the salary schedule set forth in this Agreement as if such period has been served by the professional employee in the Hamilton City School System.

8.0303 Family and Medical Leave

A. Family leave for reasons of adoption, child rearing, placement of a foster child, or extended child care, and medical leave to care for a spouse, parent or child with a serious health condition or due to a serious health condition which prevents the employee from performing his/her duties shall be granted without pay to the professional employee.

(1) In cases of family leave occurring within twelve (12) months of the birth, adoption, or placement of a foster child, the employee shall be required to use all accumulated sick leave and personal days up to twelve (12) weeks. For employees who have worked a total of 1,250 hours or more during the twelve (12) months preceding the requested leave, the Board will continue to pay the Board's share/portion of the employee's insurance benefits during the first twelve (12) weeks of leave for employees. The employee shall be required to continue to pay the employee's share of said insurance benefits.

(2) In all cases of medical leave, the employee shall be required to use all accumulated sick leave and personal days up to twelve (12) weeks. For employees who have worked 1,250 hours or more during the twelve (12) months preceding the requested leave, the Board will continue to pay the Board's share/portion of the employee's insurance benefits during the first twelve (12) weeks of leave for employees. The employee shall be required to continue to pay the employee's share of said insurance benefits.

(3) All such requests shall be submitted in writing at least thirty (30) calendar days prior to the requested date of leave. The principal shall forward such request to the Assistant Superintendent for Human Resources.

(4) Employees not returning from leave shall be required to repay the cost of insurance as provided by the Family and Medical Leave Act of 1993.

B. The use of Intermittent or Reduced Leaves shall be controlled by the provisions of the Family and Medical Leave Act of 1993.

C. The Board may require certifications regarding Parental and Family Leaves as set forth in the Family and Medical Leave Act of 1993.

D. Family and medical leaves may be taken for a period of up to one (1) year. For the purposes of leave taken under the Family and Medical Leave Act, the year shall be defined as the fiscal year (July 1st - June 30th). Upon written request received no later than ninety (90) days prior to the expiration of the original leave, a second leave of up to one (1) year may be granted.

E. Accrual of seniority and experience credit on the salary schedule during family and medical leave shall be consistent with Section 9.17 of this Agreement.

F. This leave is restricted to one (1) person per family.

G. The professional employee's portion of health insurance must be paid to the Board Treasurer's office by the first of each month.

8.04 CONDITIONS COVERING ALL LEAVES

8.0401 Professional employees who return to service at the expiration of a leave of absence resume service under the contract status previously held. (O.R.C. 3319.13)

8.0402 Sick leave accumulated prior to a leave of absence shall be credited upon return.

8.0403 Failure to report as assigned at the expiration of an approved leave shall be grounds for termination of employment pursuant to O.R.C. 3319.16.

8.0404 Upon the written request of a professional employee, the Board may grant a leave of absence for a period of not more than one (1) school year for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. At the option of the Board, leave beyond one school year may be granted.

8.0405 On or before March 1st of the school year in which a professional employee takes an approved leave of absence, such employee shall provide written or email notice to the Superintendent or Human Resources Administrator stating their intention on a return to work following the expiration of their approved leave. Failure of the employee to provide this notice by this deadline shall be considered to be an expression by the employee of their intent to resign their employment with the Board, effective at the end of their approved leave of absence.

8.05 MISCELLANEOUS PROVISIONS

8.0501 If an "Emergency Day," as called by the Superintendent, on which the schools are closed, occurs during a sick leave period, the professional employees will not be charged with a sick leave day.

8.0502 A professional employee should submit a request for medical leave of absence to the Human Resources Office one (1) week before the desired effective date.

8.06 INSURANCE DURING PARTIAL OR UNPAID LEAVES

Professional employees under partial or unpaid leaves that are not provided Board paid benefits shall be eligible to participate in the group insurance plans set forth in the contract at the individual's own expense. The professional employee shall make arrangements in advance for such continued participation with the office of the Board Treasurer and by remitting the premiums to the Board Treasurer in advance. Such remittance of premiums shall not be required more than thirty (30) days in advance.

8.07 VOLUNTARY SICK BANK

The Association will maintain and administer an employee Sick Leave Bank ("SLB"). All unit members will be eligible to contribute accumulated sick leave days into the SLB in accordance with the standards set forth in this Article and any guidelines, rules and regulations developed by the joint committee, referenced below. A collective total of no more than 150 days shall be paid out of the SLB in a given school year. The Association will promptly keep the Board Treasurer informed, in writing, as to donations and uses of the SLB days so that the Treasurer may adjust the District's records.

At least once each year, a joint committee consisting of no more than 3 Association members (selected by the Association President) and 2 administrators (selected by the Superintendent) will review the SLB provisions and may modify the SLB's guidelines, rules, regulations and operating procedures. Any recommendations by the committee shall be presented to the Association President and Superintendent/designee for approval. Thereafter, any approved recommendations of the committee

shall be implemented through a memorandum of understanding or other written agreement of the parties.

Any approved SLB guidelines, rules, regulations and operating procedures will be promptly provided to the Association President and Board Treasurer.

8.08 CONTINUATION OF PAY

8.0801 An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC). This continuation of pay policy is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject. However, the provisions contained herein are not intended and will not supersede or replace the assault leave provisions set forth at 8.0103. The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

8.0802 Continuation of Pay (COP). COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

Definition. COP is the continuation of full salary and benefits.

8.0803 Continuation of pay is not payable unless the employee makes a workers' compensation claim, it is certified by the District, and the employee has provided all necessary documentation to include any and all District injury report forms, the BWC first report of injury (FROI), medical releases, MCO forms, thirty-party administrator forms and any other related records required by the risk manager or supervisor. The risk manager shall be the approval authority for all COP. COP shall only be approved if it is fiscally responsible for the District by positively impacting the District's BWC premiums.

Continuation of pay payments are computed on the employee's regular salary. Part-time employees will have payment prorated.

An employee continues to accrue sick leave while on continuation of pay if they would have otherwise accrued such leave. An employee who would not otherwise accrue such leaves shall not accrue leaves under this policy.

8.0804 Increments of COP must be approved by the risk manager, in his discretion and when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave.

Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement.

8.0805 Provided an employee meets the eligibility requirement for continuation of pay, return to work does not eliminate eligibility for the balance of continuation of pay in the future if a medically documented flair-up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

An injured employee receiving continuation of pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, injury leave, assault leave, etc.) or temporary total compensation payments from the state of Ohio Bureau of Workers' Compensation.

Continuation of pay may be paid for medical appointments documented under an approved transitional duty program and approved by the risk manager.

Time authorized under continuation of pay is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee.

8.0806 <u>To be Eligible for COP:</u>

8.0806.1 Date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. The date of injury must occur during the most recent four, full calendar years or during the current calendar year.

8.0806.2 The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for continuation of pay under

the transitional duty policy with reimbursement for documented medical appointments or gradual return to work program.

8.0806.3 An employee is not paid continuation of pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the Bureau of Workers' Compensation, except as the transitional duty policy may apply.

8.0806.4 The claim must be certified by the District. If a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, continuation of pay is paid retroactively, provided it is advantageous to the District's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick or personal time pending a decision on allowance. This time is reimbursed upon allowance by the BWC or the Industrial Commission.

8.0806.5 Appropriate medical documentation, the District injury report form, medical releases, the FROI, any managed care organization (MCO) forms, and any third-party administrator (TPA) form are provided as determined by the risk manager. All necessary forms shall be provided by the District to the employee within a reasonable period of time.

8.0806.6 The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the risk manager, and health providers.

8.09 TRANSITIONAL DUTY

8.0901 Transitional duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her seniority.

Transitional duty is applicable only when it is deemed medically reasonable that full recovery is expected to occur within twelve (12) weeks. Transitional duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

8.0902 To be eligible for transitional duty, an employee must complete all related injury investigation forms, first report of injury (FROI) forms, medical releases, and any other documents required by the physician, the managed

care organization (MCO), the employer, and the third-party administrator. All necessary forms shall be provided by the District to the employee within a reasonable period of time.

Transitional duty is implemented upon the availability of transitional duty by the employer and/or the availability of prearranged third parties, such as local charitable and civil organizations. The risk manager shall be the approval authority for all transitional duty. Full, regular wages are paid during transitional duty.

Transitional duty can be less than full time with continuation of pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation.

Continuation of pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available continuation of pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

An employee on transitional duty who has exhausted all available continuation of pay may elect to use available paid leave or leave without pay.

The goal of transitional duty is to return the employee to his regular job, but other work would be appropriate if the employee is unable to do any part of his regular job.

8.0903 If an employee is offered transitional duty and refuses a transitional duty offer within his or her medical limitations, the employee cannot elect continuation of pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid transitional duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a transitional duty offer that is within the medical limitations.

An employee may elect to use sick leave or personal leave time if the employee refuses transitional duty. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A transitional duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee.

8.0904 To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the managed care organization (MCO), third-party administrator

(TPA), risk manager, health providers, and his/her supervisor. An employee may be accompanied by an Association representative at this meeting if requested.

8.10 DRUG-FREE WORKPLACE PROGRAM

The Board may implement a drug-free workplace program in accordance with the Ohio Bureau of Workers' Compensation's Guidelines at Level I. Such program will require drug testing prior to employment, after accidents that require medical attention, and/or upon reasonable suspicion of impairment or intoxication as determined by the administration. A copy of the Ohio Bureau of Workers' Compensation drug-free workplace program procedural guide is available at ohiobwc.com.

8.11 ON-LINE TRAINING

The District may implement an on-line training program that will address safety, workers' compensation, compliance issues and other training that can be provided more efficiently on-line.

ARTICLE IX:
ASSOCIATION RIGHTS

9.01 EXCLUSIVE RIGHTS

All of the Association Rights specified in this Article shall be granted exclusively to the Association and shall not be granted to any other organization representing and/or attempting to represent the members of the bargaining unit.

9.02 SCHOOL BUILDINGS AND FACILITIES

The Association and its representatives shall have the right upon request and approval to use school buildings for meetings after the professional employee workday, when space is available. Such approval shall not be unreasonably or arbitrarily withheld. Requests shall be submitted one (1) week in advance of the requested date whenever possible. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor after the end of the regular workday. The Association shall pay all costs incurred by custodial staff working beyond their regular hours.

9.03 RELEASED TIME FOR MEMBER OF NEGOTIATING UNIT

Whenever members of the negotiating unit are mutually scheduled by the parties to participate during working hours in negotiations, grievances, meetings and/or conferences, they shall suffer no loss of pay.

9.04 BULLETIN BOARDS

The Association shall have the right to post official notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards. All items posted shall be identified as to the individual or party posting such item. All unidentified items will be removed by the Association representative at the request of the Building Principal.

9.05 INTERNAL MAIL SERVICE

The Association may use the internal document delivery service of the Board, without U.S. Postage, and professional employee mailboxes for communication to bargaining unit members including email. The Board reserves the right to establish mail routes. The Association shall be notified of any and all such permanent route changes prior to their implementation.

9.06 BOARD MEETINGS

The Board will extend to the Association the courtesy of a staff table at all regular and special public Board meetings. The Association President shall

be notified of all Board meetings at the same time as the members of the Board. The Association President or his/her designee shall be given the opportunity to address the Board at all meetings concerning items under discussion at the time of discussion. The Association shall have a place, upon written request, on the agenda of each public meeting of the Board.

9.07 ASSOCIATION DUES - PAYROLL DEDUCTIONS

9.0701 Professional employees may at any time sign and deliver to the Board an authorization form requesting deduction of membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time that said professional employee gives written notice to the Board Treasurer to discontinue such deductions or employment with the Board terminates. Association dues will be deducted in equal amounts beginning with the second paycheck after the notification is given to the Board Treasurer and ending with the last paycheck in June.

9.0702 All money so deducted shall be remitted within five (5) days of the payroll deduction to the Association Treasurer accompanied by a list of professional employees for whom deductions were made and the amount for each said professional employee. If a professional employee gives written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer notice of such action with the next remittance along with the names of said professional employees making such request.

9.0703 The parties agree that in the event that a correct amount is not deducted or if dues deduction are not commenced on time that all such errors will be corrected on the next scheduled pay day after notification to the Board Treasurer's office.

9.0704 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

9.08 EMPLOYEE DIRECTORY

9.0801 A limited number of directories shall be printed which includes the name, address, building assignment and, if available, telephone numbers of staff members. Such directories are for personal professional use only and shall not be used in any way for purposes of sales solicitation, etc.

9.0802 Two (2) copies of such directory shall be provided to the Association upon publication.

9.0803 Such information of all new professional employees not included in the directory shall be forwarded to the Association upon written request.

9.09 COMMITTEES

The Association shall have the right to appoint an Association representative to any committee established by the Board or Administration that could affect the wages, hours, or terms and other conditions of employment and/or any existing provision of this Contract.

9.10 TAX LEVIES

Before the Board requests additional millage or proposes an income tax from the community, the Board shall provide the Association with reasonable notice (one week) of public meeting(s) for the opportunity to provide input on District needs.

9.11 ASSOCIATION MEETING TIME

9.1101 The time after school on the first Wednesday of every month shall be considered an unencumbered period so that all professional employees may have the opportunity to attend Association meetings.

9.1102 If the School District schedules in-service training or other type meeting during the time period stated above, participation shall not be mandatory. Every effort shall be made to avoid such conflicts.

9.12 ASSOCIATION LEAVE

9.1201 The Association shall be granted the right to have its President on a paid leave of absence for half-time. The President shall be considered as a regular full-time employee and shall continue with all benefits as per the Contract.

9.1202 The Association agrees to reimburse the Board an amount equal to one-half (1/2) of the actual salary for the professional employee serving as President. Such reimbursement shall be made by the Association to the Board Treasurer on or before the last day of June of each year. The Board shall be responsible for the remaining one-half (1/2) of the cost. The Association agrees to reimburse the Board $4,000 toward the costs of benefits provided to the HCTA President.

9.1203 Such leave shall be granted on an entire year basis.

9.13 FACULTY ADVISORY COMMITTEES

9.1301 As soon as possible in each school year Association members will elect a Faculty Advisory Committee for each school building which will meet with

the building administrators once every two (2) months or as needed by mutual consent of the parties during the regular school year to review and discuss building needs and concerns. Said Faculty Advisory Committee will consist of the following members: three (3) professional employees in each elementary school, three (3) in each middle school and eight (8) in the high school.

9.1302 If the Faculty Advisory Committee in each building determines that additional members are needed to function effectively, the Faculty Advisory Committee shall determine the number of additional members, the specialty, if any, and the procedure for selecting the additional members. Whenever possible, agenda items must be submitted at least three days before the Faculty Advisory Committee Meeting.

9.1303 The Faculty Advisory Committee shall be advisory only and is intended to assist the principal and the school staff, through the process of open discussion, to address building needs and concerns. The committee shall assume the responsibility for being knowledgeable about matters which relate to its function. The Faculty Advisory Committee shall not have the authority to change or alter the terms of the Master Contract. Anonymous concerns will not be addressed.

9.1304 The Faculty Advisory Committee shall elect a Chairperson and Recorder at its first meeting each year who shall:

A. Set the dates for the bimonthly meetings in consultation with the principal.

B. Notify the certified personnel of the meeting dates.

C. Conduct the meeting.

D. The Recorder shall prepare and distribute minutes of the meeting after agreement by the building principal to the accuracy of said minutes. All members in the building shall receive copies of the minutes of the Faculty Advisory Committee meetings.

9.1305 If member training and/or facilitation is requested by the Faculty Advisory Committee, the Board and the Association shall jointly arrange for such training and/or facilitation.

9.14 SUPERINTENDENT'S ADVISORY COMMITTEE

9.1401 A Superintendent's Advisory Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this committee is to discuss District-wide problems or concerns arising within the District. Its purpose is neither to serve as an

alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communications regarding concerns pertaining to the smooth functioning of the education system.

The committee will consist of the Association President, Building Faculty Advisory Committee Chairpersons and Superintendent. The Committee shall meet monthly unless altered by mutual consent. The Superintendent shall be the Chairperson and conduct the meetings.

A. Dates for meetings during the school year shall be established at the first meeting.

B. Each building Faculty Advisory Committee Chairperson shall submit items for discussion. All items submitted to the Superintendent Advisory Committee, if appropriate, shall be first addressed at the Building Advisory Level.

C. The Superintendent shall prepare the agenda.

D. A Building Faculty Advisory Committee Chairperson shall be designated as the Recorder for each meeting.

E. The Superintendent shall arrange for the preparation and distribution of minutes of the meeting.

9.15 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

9.1501 There shall be one (1) LPDC which shall function on a District-wide basis.

9.1502 There shall be nine (9) members of the LPDC; five (5) teachers and four (4) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22(C)(3), ORC, and the Superintendent shall choose and appoint the Administration members.

9.1503 The LPDC shall elect its officers from among the members of the LPDC.

9.1504 Meetings of the LPDC shall be scheduled at least quarterly. Additional meetings may be scheduled as required. All meetings to review individual professional development plans shall take place outside normal student instructional hours at the convenience of committee members.

9.1505 Minutes shall be kept at each meeting with reports to the Board and the Association on a quarterly basis.

9.1506 Committee members shall serve a two year term.

9.1507 The responsibilities of the LPDC shall be as set forth in Section 3319.22(C)(1), ORC, and as may be set forth in rules establishing the

standards and requirements for obtaining educator licenses as set forth by the State Board of Education and approved by the Ohio General Assembly.

9.1508 The LPDC shall develop its standards, bylaws, operating procedures, forms, etc., in concert with any rules, regulations, standards and requirements which may be issued by the State Department of Education.

9.1509 The LPDC standards, bylaws, operating procedures, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption.

9.1510 The rate of pay for Association members on the LPDC shall be the contractual hourly rate for bargaining unit members.

9.16 SENIORITY UNDER THE CONTRACT

9.1601 As used in this Contract, seniority shall be defined as the length of continuous employment with the Board in a bargaining unit position. The seniority date shall be the date the employee signed their first contract within the period of continuous employment. In the case of a tie, the date of application will govern. Seniority shall not be interrupted by paid sick leave, personal leave, or military leave. Unpaid leaves of absence and/or lay-off authorized by the Board shall NOT be considered as a break in continuous service. However, seniority shall not accrue during the term of the unpaid leave.

9.1602 All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause.

9.1603 The seniority list shall be published with notation of the certification then on file with the Board of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members' use as well as being placed in the general office of each such building for inspection as soon as possible after the completion of the October reports. Updates of the list shall be submitted to the Association as they are made.

9.1604 Two (2) copies of the seniority list shall be provided to the Association.

ARTICLE X:
MANAGEMENT RIGHTS

10.01 The Association recognizes the rights of the Board of the Hamilton City School District to:

A. 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 Hamilton City School District, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire professional employees;

C. Maintain and improve the efficiency and effectiveness of the Hamilton City School District;

D. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain professional employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Hamilton City School District;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Hamilton City School District.

10.02 These rights are vested exclusively in the Board or its representatives unless otherwise limited in this Agreement.

ARTICLE XI:
NO STRIKE/LOCKOUT

11.01 The Association agrees that during the term of this Agreement, neither it nor its officers, agents, or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Hamilton City School District or interrupt or interfere with any of the operations of the Hamilton City School District.

11.02 No professional employee, during the term of this Agreement, shall authorize, cause, instigate, conduct, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Hamilton City School District or interrupt or interfere with any of the operations of the Hamilton City School District.

11.03 In the event of any violation of the above, the Association agrees it will immediately take all affirmative steps with the professional employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operations of the Hamilton City School District.

11.04 It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action as determined by the Board. In addition, a violation of this clause by the Association will represent a breach of this Contract and render all agreements, herein, null and void.

11.05 At no time during the term of this Agreement will the Board lock out professional employees covered by this Agreement. Any closings of schools necessitated by economic conditions or such other conditions mandated or directed by the Board shall not be deemed a lockout under this Section.

11.06 During any of the agreed to re-openers, this Article shall not prohibit the full exercise of Article I herein and O.R.C. 4117.14 up to and including the right to strike after giving the required ten (10) day notice at the end of the sixty (60) day bargaining period.

11.07 The Association and its members shall not engage in partial or intermittent strikes at any time. Participation in such strikes shall be grounds for termination from employment.

ARTICLE XII:
EMPLOYMENT OF RETIREES

12.01 A retiree is defined as a certificated staff member who has retired through a state or privately sponsored teachers' retirement system and is receiving a monthly stipend from said retirement system.

12.02 The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.

12.03 A newly employed retiree shall initially be placed on Step 1 through 15 of Appendix A or at a step reflecting his/her previous service, whichever is less. Placement may exceed these service criteria if the length and value of prior service warrant such determination to meet the needs of the District.

Retired employees currently rehired as of the execution of this contract will move on the salary schedule according to their present placement.

12.04 A newly employed retiree shall be placed in his/her actual education column on Appendix A.

12.05 Retirement from the Hamilton City School District shall be considered a break in employment, except that any professional employee who has become a member of the Hamilton City School District voluntary sick bank by donating at least one day to the bank, remains a member of the bank if rehired after retirement.

12.06 All retirees who have been rehired to work at Hamilton City Schools in a bargaining unit position are not entitled to STRS health insurance, but must be provided the option to be covered by the medical insurance benefits provided to the rest of the professional employees.

12.07 Re-employed retirees will be eligible for all Board provided benefits except as noted herein, including, but not limited to, medical, dental, vision, and life insurance coverage specified in Article VI of the Contract.

12.08 Re-employed retirees will be employed on one (1) year limited contracts, which automatically expire at the end of their term, and shall not be eligible for continuing contracts as provided for in Section 3319.11 ORC. In March of each year, a conference shall be held where the member and the Superintendent or designee will determine if the retiree will continue his or her employment. If there is mutual agreement to continue employment in a given assignment, a subsequent one year limited contract shall be approved by the Board. This provision supersedes and replaces Sections 3319.11 and 3319.111 ORC.

12.09 Re-employed retirees will not be eligible to receive retirement pay.

12.10 Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article V, Section 5.08 only for coursework necessary to maintain their certificate or license.

12.11 If the Board reduces staff in accordance with the Reduction in Force procedure in Article III, Section 3.09 of the Contract, the re-employed retiree shall be considered the least senior professional employee in their areas of certification or licensure, shall be the first to have his or her contract suspended, and shall have no displacement rights.

12.12 Subject to these provisions, the re-employed retiree is a member of the bargaining unit, and entitled to all of the rights and benefits of the HCTA-Board Master Agreement.

12.13 The Board agrees to notify the Association of all retirees employed, along with their assignment, and the amount of experience credit granted on the salary schedule.

ARTICLE XIII:
MISCELLANEOUS

13.01 SAVINGS CLAUSE

The Board and the Association agree that all items in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(A) shall not be affected by this Article. Should any clause of this Contract be held to be in violation of a state and/or federal law, or valid rule or regulation adopted by a state or federal agency, by a court of competent jurisdiction, then that clause of the Contract shall be rendered null and void, but the remainder of the Contract shall remain in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within ten (10) days by demand of either party.

13.02 COMPLETE AGREEMENT

A. During the term of this Agreement the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a state or federal statute or law now existing or hereafter adopted or decided.

B. This Agreement expresses the entire and complete agreement between the Board and the Association and it constitutes the complete and exclusive Agreement governing the relationship of the parties and supersedes all prior understanding, agreements, and practices between the Board and the Association or the professional employees covered by this Agreement, whether written or oral, expressed or implied.

13.03 BOARD POLICY - CONTRACT RELATIONSHIP

If there arises a conflict between Board Policy Rule and/or Regulation, this Master Contract shall prevail.

ARTICLE XIV:
HAMILTON CITY SCHOOL DISTRICT NAVAL JUNIOR RESERVE OFFICERS

14.01 The Board has established a Naval Junior Reserve Officers Training Corps (NJROTC) program at Hamilton High School.

The instructors in said program are members of the bargaining unit as set forth in the Master Agreement between the parties.

14.02 There shall be two job titles as follows:

A. Senior naval science instructor (SNSI) who is a retired Navy or Marine Corps officer.

B. Naval science instructor (NSI) who is a retired Navy or Marine Corps enlisted member.

14.03 The SNSI shall be issued an Administrator's contract under Section 3319.02, Ohio Revised Code, and shall be paid at a rate agreed to between HCSD and the Department of Navy, USA, Commander, Naval Service Training Command (NSTC), provided, however, that no administrative duties shall be required nor shall the position be deemed as supervisory under Chapter 4117, Revised Code.

14.04 The NSI shall be issued a teaching contract under Section 3319.08, R.C., and shall be placed on the teacher's salary schedule at a step based upon his/her training, experience and education.

14.05 Travel expense reimbursement shall be at rates established by NSTC.

14.06 Pursuant to the agreement between HCSD and NSTC, the SNSI shall be issued a 228 day contract. The NSI shall be issued a teaching contract including 30 days of extended time. It is understood that neither the SNSI nor the NSI shall be required to work beyond those days that they would have worked had they remained on active duty.

14.07 The provisions of the Master Agreement between the parties, except as provided in this Article XIV, shall apply to the SNSI and the NSI. If the agreement between the Hamilton City School District and the Naval Service Training Command is terminated, such termination shall be deemed a reason for staff reduction under Article III, Section 3.09 of the Master Agreement, and the SNSI and the NSI will have access to the reduction in force provisions contained within Section 3.09 of the Master Agreement.

ARTICLE XV:
CONCLUSION

15.01 TERM OF AGREEMENT

This Agreement is the complete agreement between the parties and shall be in full force and effect from July 1, 2022 through June 30, 2025.

15.02 CONTRACT PRECEDENCE

The provisions of the Master Contract supersede and take precedence over any provisions of the Ohio Revised Code which may be contrary to the provisions of the Master Contract

For the HAMILTON CLASSROOM TEACHERS' ASSOCIATION-OEA/NEA	For the HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
Kathryn M McAbee President	Board of Education President
Rhonda Emmerling Bargaining Team Member	Board of Education Treasurer

APPENDIX A-1
TEACHERS' SALARY SCHEDULE

2022-2023 SALARY SCHEDULE Base Salary = $46,048				
STEP	B.S.	150 HOURS	M.E.	M.E. +30
	$46,048	$49,321	$51,774	$53,412
1	1.00000	1.07107	1.12435	1.15991
	$47,807	$51,243	$54,026	$55,661
2	1.03820	1.11281	1.17325	1.20876
	$49,566	$53,166	$56,276	$57,911
3	1.07640	1.15457	1.22212	1.25763
	$51,325	$55,089	$58,525	$60,163
4	1.11460	1.19634	1.27095	1.30653
	$53,084	$57,010	$60,775	$62,411
5	1.15280	1.23806	1.31962	1.35535
	$54,843	$58,935	$63,025	$64,661
6	1.191	1.27987	1.36869	1.4042
	$56,602	$60,859	$65,276	$66,913
7	1.2292	1.32164	1.41756	1.45312
	$58,361	$62,760	$67,525	$69,161
8	1.2674	1.36336	1.46641	1.50194
	$60,121	$64,703	$69,776	$71,411
9	1.30561	1.40512	1.51529	1.55079
	$61,880	$66,625	$72,026	$73,663
10	1.34381	1.44686	1.56416	1.59969
	$63,639	$68,548	$74,275	$75,913
11	1.38201	1.48863	1.61298	1.64856
	$65,399	$70,472	$76,526	$78,161
12	1.42023	1.5304	1.66186	1.69739
	$67,157	$72,393	$78,776	$80,412
13	1.45841	1.57211	1.71073	1.74626
	$68,916	$74,317	$81,026	$82,664
14	1.49661	1.6139	1.7596	1.79516
	$72,190	$76,362	$82,867	$84,912
15	1.56772	1.65831	1.79957	1.84398
	$74,235	$78,408	$84,912	$86,955
19	1.61215	1.70275	1.84398	1.88842
	$76,280	$80,453	$86,958	$89,004
24	1.65654	1.74716	1.88842	1.93285
	$78,325	$82,499	$89,004	$91,049
27	1.70095	1.79159	1.93285	1.97726

Effective August 1, 2022

***Supplemental hourly rate of compensation = $29.00

2023-2024 SALARY SCHEDULE Base Salary = $46,508				
STEP	B.S.	150 HOURS	M.E.	M.E. +30
	$46,508	$49,814	$52,292	$53,946
1	1.00000	1.07107	1.12435	1.15991
	$48,285	$51,755	$54,566	$56,218
2	1.03820	1.11281	1.17325	1.20876
	$50,062	$53,697	$56,839	$58,490
3	1.07640	1.15457	1.22212	1.25763
	$51,838	$55,640	$59,110	$60,765
4	1.11460	1.19634	1.27095	1.30653
	$53,615	$57,580	$61,383	$63,035
5	1.15280	1.23806	1.31982	1.35535
	$55,392	$59,525	$63,656	$65,307
6	1.191	1.27987	1.36869	1.4042
	$57,168	$61,467	$65,929	$67,582
7	1.2292	1.32164	1.41756	1.45312
	$58,945	$63,408	$68,201	$69,853
8	1.2674	1.36336	1.46641	1.50194
	$60,722	$65,350	$70,474	$72,125
9	1.30561	1.40512	1.51529	1.55079
	$62,499	$67,291	$72,747	$74,399
10	1.34381	1.44686	1.56416	1.59969
	$64,275	$69,234	$75,017	$76,672
11	1.38201	1.48863	1.61296	1.64856
	$66,053	$71,177	$77,292	$78,943
12	1.42023	1.5304	1.66188	1.69739
	$67,828	$73,116	$79,563	$81,216
13	1.45841	1.57211	1.71073	1.74626
	$69,605	$75,060	$81,836	$83,490
14	1.49661	1.6139	1.7596	1.79516
	$72,912	$77,125	$83,695	$85,761
15	1.56772	1.65831	1.79957	1.84398
	$74,978	$79,192	$85,761	$87,828
19	1.61213	1.70275	1.84398	1.88842
	$77,043	$81,258	$87,828	$89,894
24	1.65654	1.74716	1.88842	1.93285
	$79,109	$83,324	$89,894	$91,959
27	1.70095	1.79159	1.93285	1.97726

Effective August 1, 2023

***Supplemental hourly rate of compensation = $30.00

2024-2025 SALARY SCHEDULE Base Salary = $46,974				
STEP	B.S.	150 HOURS	M.E.	M.E.+30
	$46,974	$50,312	$52,815	$54,486
1	1.00000	1.07107	1.12435	1.15991
	$48,769	$52,273	$55,112	$56,780
2	1.03820	1.11281	1.17325	1.20876
	$50,563	$54,235	$57,408	$59,076
3	1.07640	1.15457	1.22212	1.25763
	$52,357	$56,197	$59,702	$61,373
4	1.11460	1.19634	1.27095	1.30653
	$54,152	$58,157	$61,997	$63,666
5	1.15280	1.23806	1.31982	1.35535
	$55,946	$60,121	$64,293	$65,961
6	1.191	1.27987	1.36859	1.4042
	$57,740	$62,083	$66,588	$68,259
7	1.2292	1.32164	1.41756	1.45312
	$59,535	$64,042	$68,883	$70,552
8	1.2674	1.36336	1.46641	1.50194
	$61,330	$66,004	$71,179	$72,847
9	1.30561	1.40512	1.51529	1.55079
	$63,124	$67,965	$73,475	$75,144
10	1.34381	1.44686	1.56416	1.59969
	$64,919	$69,927	$75,768	$77,439
11	1.38201	1.48863	1.61298	1.64856
	$66,714	$71,889	$78,065	$79,733
12	1.42023	1.5304	1.66188	1.69739
	$68,507	$73,848	$80,360	$82,029
13	1.45841	1.57211	1.71073	1.74626
	$70,302	$75,811	$82,655	$84,326
14	1.49661	1.6139	1.7596	1.79516
	$73,642	$77,897	$84,533	$86,619
15	1.56772	1.65831	1.79957	1.84398
	$75,728	$79,985	$86,619	$88,707
19	1.61213	1.70275	1.84398	1.88842
	$77,614	$82,071	$88,707	$90,794
24	1.65654	1.74716	1.88842	1.93285
	$79,900	$84,158	$90,794	$92,880
27	1.70095	1.79159	1.93285	1.97726

Effective August 1, 2024

***Supplemental hourly rate of compensation = $31.00

APPENDIX A-2
PSYCHOLOGIST SALARY SCHEDULE

School Psychologist Salary Schedule							
2022-2023	Steps						
	1	2	3	4	5	6	7
Rate	$71,989	$75,723	$79,457	$83,203	$86,935	$90,552	$94,396

Effective August 1, 2022

School Psychologist Salary Schedule							
2023-2024	Steps						
	1	2	3	4	5	6	7
Rate	$72,709	$76,480	$80,252	$84,035	$87,804	$91,458	$95,340

Effective August 1, 2023

School Psychologist Salary Schedule							
2024-2025	Steps						
	1	2	3	4	5	6	7
Rate	$73,436	$77,245	$81,054	$84,875	$88,682	$92,372	$96,293

Effective August 1, 2024

Salary schedule is for 191 workdays, five (5) days beyond they regular school year.

APPENDIX A-3
OCCUPATIONAL AND PHYSICAL THERAPISTS' SALARY SCHEDULE

Physical, Occupational and Speech Therapist Salary Schedule							
2022-2023	Steps						
	1	2	3	4	5	6	7
Rate	$68,004	$70,398	$72,792	$75,186	$77,580	$79,974	$82,373
Index	1.00000	1.03520	1.07041	1.10561	1.14082	1.17602	1.21130

Effective August 1, 2022

Physical, Occupational and Speech Therapist Salary Schedule							
2023-2024	Steps						
	1	2	3	4	5	6	7
Rate	$68,684	$71,102	$73,520	$75,938	$78,356	$80,774	$83,197
Index	1.00000	1.03520	1.07041	1.10561	1.14082	1.17602	1.21130

Effective August 1, 2023

Physical, Occupational and Speech Therapist Salary Schedule							
2024-2025	Steps						
	1	2	3	4	5	6	7
Rate	$69,371	$71,813	$74,255	$76,697	$79,140	$81,582	$84,029
Index	1.00000	1.03520	1.07041	1.10561	1.14082	1.17602	1.21130

Effective August 1, 2024

APPENDIX B-1
SUPPLEMENTAL SALARY SCHEDULES

Supplemental Salary Schedules

2022-2023	Step									
Rate Group	1	2	3	4	5	6	7	8	9	10
1	$10,611	$11,064	$11,519	$11,976	$12,437	$12,892	$13,345	$13,803	$14,260	$14,714
2	$8,446	$8,810	$9,173	$9,540	$9,900	$10,265	$10,629	$10,990	$11,357	$11,719
3	$6,093	$6,350	$6,614	$6,877	$7,140	$7,217	$7,682	$7,924	$8,184	$8,446
4	$5,106	$5,327	$5,549	$5,769	$5,986	$6,207	$6,423	$6,648	$6,868	$7,085
5	$3,537	$3,687	$3,840	$3,991	$4,147	$4,298	$4,449	$4,601	$4,753	$4,904
6	$3,342	$3,485	$3,626	$3,772	$3,913	$4,054	$4,202	$4,343	$4,488	$4,633
7	$2,948	$3,071	$3,202	$3,328	$3,456	$3,575	$3,709	$3,834	$3,959	$4,091
8	$2,360	$2,458	$2,560	$2,662	$2,765	$2,865	$2,967	$3,068	$3,168	$3,273
9	$1,571	$1,640	$1,709	$1,776	$1,842	$1,908	$1,977	$2,046	$2,114	$2,179
10	$1,178	$1,230	$1,277	$1,330	$1,379	$1,432	$1,483	$1,531	$1,588	$1,636
11	$391	$412	$427	$441	$459	$477	$496	$509	$530	$544

Supplemental Salary Schedules

2023-2024	Step									
Rate Group	1	2	3	4	5	6	7	8	9	10
1	$10,717	$11,175	$11,634	$12,096	$12,561	$13,021	$13,479	$13,941	$14,403	$14,861
2	$8,530	$8,898	$9,265	$9,635	$9,999	$10,368	$10,735	$11,100	$11,470	$11,836
3	$6,154	$6,414	$6,680	$6,945	$7,212	$7,289	$7,758	$8,004	$8,266	$8,530
4	$5,157	$5,380	$5,604	$5,827	$6,046	$6,269	$6,488	$6,714	$6,937	$7,156
5	$3,572	$3,724	$3,878	$4,031	$4,188	$4,341	$4,494	$4,647	$4,801	$4,953
6	$3,375	$3,520	$3,663	$3,809	$3,952	$4,094	$4,244	$4,387	$4,532	$4,679
7	$2,978	$3,102	$3,234	$3,361	$3,491	$3,611	$3,746	$3,873	$3,999	$4,132
8	$2,384	$2,483	$2,586	$2,689	$2,793	$2,894	$2,997	$3,099	$3,200	$3,306
9	$1,587	$1,656	$1,726	$1,794	$1,860	$1,927	$1,997	$2,066	$2,135	$2,201
10	$1,189	$1,242	$1,290	$1,343	$1,393	$1,446	$1,498	$1,546	$1,603	$1,652
11	$395	$416	$431	$445	$464	$482	$500	$514	$535	$549

Supplemental Salary Schedules

2024-2025	Step									
Rate Group	1	2	3	4	5	6	7	8	9	10
1	$10,824	$11,287	$11,750	$12,217	$12,687	$13,151	$13,613	$14,080	$14,547	$15,010
2	$8,615	$8,987	$9,357	$9,731	$10,099	$10,471	$10,842	$11,211	$11,585	$11,954
3	$6,215	$6,478	$6,747	$7,015	$7,284	$7,362	$7,836	$8,084	$8,348	$8,615
4	$5,208	$5,434	$5,660	$5,885	$6,107	$6,332	$6,552	$6,782	$7,006	$7,227
5	$3,608	$3,761	$3,917	$4,071	$4,230	$4,384	$4,539	$4,693	$4,849	$5,002
6	$3,409	$3,555	$3,699	$3,847	$3,991	$4,135	$4,287	$4,431	$4,578	$4,726
7	$3,008	$3,133	$3,266	$3,394	$3,526	$3,647	$3,783	$3,911	$4,039	$4,173
8	$2,408	$2,507	$2,612	$2,716	$2,821	$2,923	$3,027	$3,130	$3,232	$3,339
9	$1,603	$1,673	$1,743	$1,812	$1,879	$1,946	$2,017	$2,087	$2,156	$2,223
10	$1,201	$1,255	$1,303	$1,357	$1,407	$1,461	$1,513	$1,562	$1,619	$1,669
11	$399	$420	$435	$450	$469	$487	$505	$519	$540	$555

Effective August 1, 2022

APPENDIX B-2
POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE

POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025				
Group	**Supplemental**	**Grade Level**	**Paid**	**Requirements**
1	Athletic Medical Aide	HS	Nov, March, June	Yes
1	Band Director HHS	HS	Nov, March, June	Yes
1	Basketball, Boys Head Coach	HS	Nov, March, June	Yes
1	Basketball, Girls Head Coach	HS	Nov, March, June	Yes
1	Football Head Coach	HS	Nov, March, June	Yes
Group	**Supplemental**	**Grade Level**	**Paid**	
2	Baseball, Head Coach	HS	Nov, March, June	Yes
2	High School Sitings/District Coordinator	Citywide	Nov, March, June	Yes
2	Softball, Head Coach	HS	Nov, March, June	Yes
Group	**Supplemental**	**Grade Level**	**Paid**	
3	Athletic Director, Assistant	Citywide	Nov, March, June	Yes
3	Basketball, Boys Assistant Coach	HS	March	Yes
3	Basketball, Girls Assistant Coach	HS	March	Yes
3	Chorus Director/Show Choir	HS	Nov, March, June	Yes
3	Football, Assistant Coach	HS	Nov	Yes
3	Strength Coach	HS	Nov, March, June	Yes
3	Volleyball, Boys Head Coach	HS	Nov, March, June	Yes
3	Volleyball, Girls Head Coach	HS	Nov, March, June	Yes
3	Wrestling, Head Coach	HS	Nov, March, June	Yes
Group	**Supplemental**	**Grade Level**	**Paid**	
4	Band, Assistant Director	HS	Nov, March, June	Yes
4	Basketball, Boys 9th Grade Head Coach	FR	March	Yes
4	Basketball, Girls 9th Grade Head Coach	FR	March	Yes
4	Cheerleading, Head Advisor	HS	Nov, March, June	Yes
4	Football, 9th Grade Head Coach	FR	Nov	Yes
4	Soccer, Boys Head Coach	HS	Nov, March, June	Yes
4	Soccer, Girls Head Coach	HS	Nov, March, June	Yes
4	Theater Director	HS	Nov, March, June	Yes
4	Track, Boys & Girls Head Coach	HS	Nov, March, June	Yes
Group	**Supplemental**	**Grade Level**	**Paid**	
5	Baseball, Assistant Coach	HS	June	Yes
5	Bowling, Boys Head Coach	HS	Nov, March, June	Yes
5	Bowling, Girls Head Coach	HS	Nov, March, June	Yes
5	Cross Country, Head Coach	HS	Nov, March, June	Yes
5	Cutting Edge Director	MS/FR	Nov, March, June	Yes
5	Golf, Head Coach	HS	Nov, March, June	Yes
5	Show Choir, Assistant Director	HS	Nov, March, June	Yes
5	Soccer, Boys Assistant Coach	HS	Nov	Yes
5	Soccer, Girls Assistant Coach	HS	Nov	Yes
5	Softball, Girls Assistant Coach	HS	June	Yes
5	Swimming, Head Coach	HS	Nov, March, June	Yes
5	Tennis, Boys Head Coach	HS	Nov, March, June	Yes
5	Tennis, Girls Head Coach	HS	Nov, March, June	Yes
5	Volleyball, Boys Assistant Coach	HS	Nov	Yes
5	Volleyball, Girls Assistant Coach	HS	Nov	Yes
5	Wrestling, Assistant Coach	HS	March	Yes

POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025				
Group	Supplemental	Grade Level	Paid	
6	Baseball, 9th Grade Coach	FR	June	Yes
6	Basketball, Boys 9th Grade Assistant	FR	March	Yes
6	Basketball, Girls 9th Grade Assistant	FR	March	Yes
6	Basketball, Boys 8th Grade Head Coach	MS	March	Yes
6	Basketball, Girls 8th Grade Head Coach	MS	March	Yes
6	Basketball, Boys 7th Grade Head Coach	MS	March	Yes
6	Basketball, Girls 7th Grade Head Coach	MS	March	Yes
6	Chorus Director/Show Choir 9th & 10th Grade	FR/HS	Nov, March, June	Yes
6	Dance Team Advisor	HS	Nov, March, June	Yes
6	Diving Coach	HS	March	Yes
6	Flag Corp Advisor	HS	Nov	Yes
6	Football, 9th Grade Assistant Coach	FR	Nov	Yes
6	Football, 8th Grade Head Coach	MS	Nov	Yes
6	Football, 7th Grade Head Coach	MS	Nov	Yes
6	Gymnastics, Head Coach	HS	March	Yes
6	Indoor Drumline Director	FR/HS	March, June	Yes
6	Jazz Band Director	HS	March, June	Yes
6	Lead Psychologist	Citywide	Nov, March, June	No
6	Middle School Show Choir Assistant Director	MS	Nov, March, June	Yes
6	Softball, 9th Grade Coach	FR	June	Yes
6	Swimming, Assistant Coach	HS	March	Yes
6	Transition Coordinator	HS	Nov, March, June	No
6	Volleyball, Boys 9th Grade Coach	FR	Nov	Yes
6	Volleyball, Girls 9th Grade Coach	FR	Nov	Yes
6	Winter Guard Director	HS/S	March, June	Yes
6	Wrestling, 9th Grade Coach	FR	March	Yes
Group	**Supplemental**	**Grade Level**	**Paid**	
7	Band Director	FR	Nov, March, June	Yes
7	Band Director	MS	Nov, March, June	Yes
7	Baseball, 9th Grade Assistant Coach	FR	June	Yes
7	Bowling, Boys Assistant Coach	HS	March	Yes
7	Bowling, Girls Assistant Coach	HS	March	Yes
7	Cheerleader, Assistant Advisor	HS	Nov, March	Yes
7	Chorus Director	FR	Nov, March, June	Yes
7	Chorus Director	MS	Nov, March, June	Yes
7	Cross Country, Assistant Coach	HS	Nov	Yes
7	Flag Corp, Assistant Advisor	FR/HS	Nov	Yes
7	Freshman Orchestra Director	FR	Nov, March, June	Yes
7	Golf, Assistant Coach	HS	Nov	Yes
7	Indoor Drum Line, Assistant Advisor	HS	March, June	Yes
7	Intramural Coordinator, District	EL	Nov, March, June	Yes
7	Live Wire Director	HS	Nov, March, June	Yes
7	Middle School Orchestra Director	MS	Nov, March, June	Yes
7	Soccer, Boys & Girls JV Asst	HS	Nov	Yes
7	Softball, Girls 9th Grade Assistant Coach	FR	June	Yes
7	Tennis, Boys Assistant Coach	HS	June	Yes
7	Tennis, Girls Assistant Coach	HS	Nov	Yes
7	Track, Boys & Girls, Assistant Coach	HS	June	Yes
7	Wrestling, Middle School Head Coach	MS	March	Yes
7	Yearbook Advisor	HS	Nov, March, June	No
7	Yearbook Advisor	FR	Nov, March, June	No
7	Yearbook Advisor	MS	Nov, March, June	No

POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025				
Group	Supplemental	Grade Level	Paid	
8	Academic Team Advisor	HS	March	Yes
8	Athletic Coordinator	Citywide	Nov, March, June	Yes
8	Band, Assistant Director	MS	Nov, March, June	Yes
8	Basketball, Boys 7th Grade Assistant Coach	MS	March	Yes
8	Basketball, Boys 8th Grade Assistant Coach	MS	March	Yes
8	Basketball, Girls 7th Grade Assistant Coach	MS	March	Yes
8	Basketball, Girls 8th Grade Assistant Coach	MS	March	Yes
8	Cheerleader, Middle School Adviser	MS	Nov, March	Yes
8	Cheerleader, 9th Grade Advisor	HS	Nov, March	Yes
8	Cross Country Coach	MS	Nov	Yes
8	Dance Team Advisor	HS	Nov, March, June	Yes
8	Dance Team Advisor	MS	Nov, March, June	Yes
8	Department Head, Secondary	MS/HS/HS	Nov, March, June	No
8	Football, 8th Grade Assistant Coach	MS	Nov	Yes
8	Football, 7th Grade Assistant Coach	MS	Nov	Yes
8	Golf, Middle School Coach	MS	Nov	Yes
8	Gymnastics, Middle School Head Coach	MS	March	Yes
8	Gymnastics, Assistant Coach	HS	March	Yes
8	Intramural Coordinator, Bidding	ELEM	Nov, March, June	Yes
8	Live Wire, Assistant Director	HS	Nov, March, June	Yes
8	Mock Trial Advisor	HS	Nov, March, June	Yes
8	Musical Orchestra Director	HS	March, June	Yes
8	Musical Vocal Director	HS	March, June	Yes
8	Soccer, Boys Middle School Head Coach	MS	Nov	Yes
8	Soccer, Girls Middle School Head Coach	MS	Nov	Yes
8	Stage Forum Advisor	MS	Nov, March, June	Yes
8	Swimming, Middle School Coach	MS	March	Yes
8	Tennis, Boys Middle School Coach	MS	June	Yes
8	Tennis, Girls Middle School Coach	MS	Nov	Yes
8	Track, Middle School Head Coach	MS	June	Yes
8	Volleyball, 8th Grade Coach	MS	Nov	Yes
8	Volleyball, 7th Grade Coach	MS	Nov	Yes
8	Winter Guard Assistant Advisor	HS/PR	March, June	Yes
8	Winter Guard JV Advisor	HS/PR	March, June	Yes
8	Wrestling, Middle School Assistant Coach	MS	March	Yes
Group	Supplemental	Grade Level	Paid	
9	Band, Honor	EL	March	Yes
9	Band, Pep	HS	March	Yes
9	Chorus, Honor	EL	Nov, March, June	Yes
9	Gymnastics Technical Advisor	HS	Nov, March, June	Yes
9	Elem Summer Music Theater Advisor	EL	August	Yes
9	Faculty Manager	PR	Nov, March, June	Yes
9	Faculty Manager	MS	Nov, March, June	Yes
9	Graphics Design Coordinator (Scoreboard)	HS	Nov	No
9	Honor Society Advisor	HS	Nov, March, June	No
9	Newspaper Advisor	PR	Nov, March, June	No
9	Newspaper Advisor	HS	Nov, March, June	No
9	Newspaper Advisor	MS	Nov, March, June	No
9	Orchestra Honor	EL	Nov, March, June	Yes
9	Student Council Advisor	HS	Nov, March, June	No
Group	Supplemental	Grade Level	Paid	
10	Chess Club Advisor	HS	March	Yes
10	Class Advisor	HS	Nov, March, June	No
10	Dramatics Director	PR	Nov, March, June	Yes
10	Dramatics Director	MS	Nov, March, June	Yes
10	Lead Electric	EL	Nov, March, June	No
10	Strength Coach Assistant	HS	Nov, March, June	Yes
Group	Supplemental	Grade Level	Paid	
11	Club Advisor	DISTRICT	Nov, March, June	No
11	Honor Society Advisor	MS	Nov, March, June	No
11	Student Council Advisor	PR	Nov, March, June	No
11	Student Council Advisor	MS	Nov, March, June	No

APPENDIX C-1
ASSAULT LEAVE JUSTIFICATION FORM

HAMILTON CITY SCHOOLS

ASSAULT LEAVE JUSTIFICATION FORM

(Justification for use of leave time when assaulted in the course of regular employment)

NAME _____

ADDRESS _____

_____

SOCIAL SECURITY NUMBER _____

PLACE OF INCIDENT _____

_____

DATE _____

TIME _____

BUILDING _____

Witnesses -- Names, addresses and phone numbers.

In the space below, the professional employee is to provide a concise, complete, and accurate accounting of the total "assault" incident. (Use additional sheets if necessary.)

_____
Signature of Professional Employee

If medical attention is necessary, a certificate (Assault Leave Form #2) from a licensed physician stating the nature of your disability and its duration is required and must be attached to this form.

This form complies with ORC Section 3319.143. Falsification of this statement or the physician's certificate is grounds for suspension or termination of your employment under ORC Section 3319.16.

APPENDIX C-2
PHYSICIAN'S CERTIFICATE

HAMILTON CITY SCHOOLS

PHYSICIAN'S CERTIFICATE

_____	_____
Name of Professional Employee	Name of Physician
_____	_____
Number/Street Address	Number/Street Address
_____	_____
City/State/Zip	City/State/Zip
_____	_____
Social Security Number	Phone Number

In the space below, state the nature of the disability in detail and its duration.

_____

Date:_____ _____

Signature of Physician

Falsification of the professional employee's signed statement or this Physician's Certificate is grounds for suspension or termination of the professional employee's employment under ORC Section 3319.16.

APPENDIX D
GRIEVANCE REPORT FORM

HAMILTON CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM

GRIEVANCE #_____

Distribution of Form:
1. Immediate supervisor with the authority to resolve the grievance:_____
2. Association

NAME OF GRIEVANT_____DATE FILED_____

LEVEL I

A. Date Cause of Grievance Occurred:_____

B. (1) Statement of Grievance:_____

_____

_____

_____

_____

(2) Specific Provision(s) of the contract that were violated:_____

_____

_____

(3) Relief Sought:_____

_____

_____

_____

_____

_____
Signature Date

C. Disposition of Supervisor:_____

_____

_____

_____
Signature of Supervisor Date

If additional space is needed in reporting any section, attach an additional sheet.

GRIEVANCE REPORT FORM - PAGE 2

D. Disposition of Grievant and/or Association:_____

_____

_____

_____

_____
Signature Date

LEVEL II

A. Date received by Superintendent:_____

B. Disposition of Superintendent:_____

_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association: _____

_____

_____

_____

_____
Signature Date

LEVEL III

A. Date submitted to Mediation:_____

B. Disposition_____

_____

_____

_____

_____ _____ _____
Association Board Date

LEVEL IV

A. Date submitted to Arbitration:_____

APPENDIX E
PROFESSIONAL LEAVE FORM

Request for Professional Leave

Request must be fully completed for approval. After completion Print Form and have **Principal Sign**. PLEASE SUBMIT ONE [1] COPY ONLY. This form must be submitted SEVEN working days prior to date of absence. If sooner approval is required, building principal or immediate supervisor must verify approval by phone before permitting leave.

TODAY'S DATE: _____

NAME: _____

For HOME SCHOOL/DEPT please enter the location where you receive your Paycheck.

HOME SCHOOL: _____

YOUR POSITION: _____

ABSENCE DATE: _____

TITLE OF EVENT: _____

PLACE OF EVENT: _____

CITY: _____ STATE: _____

Initiated By: Please Select One

- ◯ Administrator Leave
- ◯ Athletics
- ◯ Building Principal
- ◯ CTE
- ◯ Fine Arts
- ◯ Gifted
- ◯ HCTA
- ◯ Human Resources
- ◯ Instruction
- ◯ Grants _____
- ◯ Non-Public/Auxiliary
- ◯ Mentor
- ◯ Nurses/Psych Services
- ◯ Pupil Personnel/SE
- ◯ Student Services
- ◯ Superintendent
- ◯ Technology
- ◯ Title 1

PLEASE SELECT SUBSTITUTE OPTION BELOW?

- ◯ No Sub Needed
- ◯ Full Day Sub Needed
- ◯ 1/4 Day AM Sub Needed
- ◯ 1/4 Day PM Sub Needed
- ◯ 1/2 Day AM Sub Needed
- ◯ 1/2 Day PM Sub Needed

HAMILTON CITY SCHOOL DISTRICT

Requisition **MUST BE ATTACHED** for any costs checked below. **SEND REQUISITION and PROFESSIONAL LEAVE FORM to Instruction.**

REQUISITION # _____

- ◯ Registration Fee
- ◯ Lodging
- ◯ Taxi/Parking
- ◯ Meals
- ◯ Mileage/Auto
- ◯ Airfare

Approved By:

_____
Signature of Principal Date

_____
Signature of Immediate Supervisor Date

OFFICE USE ONLY

◯ DENIED

REASON _____

_____
Signature of Instructional Services Date

DIRECTIONS: Fill out this form and submit to your building principal [or immediate supervisor]. When filling out the professional leave please be sure to:

1. **Select the items that you are asking reimbursement for.**
2. **Find out if the department initiating the professional leave will reimburse all the items selected.**
3. **Also, if you are asking for reimbursement, a requisition MUST BE attached to the leave form. If a requisition is not attached, the professional leave form will be returned unsigned.**

ORIGINAL: Instructional Service COPIES: Originator, Principal/Supervisor, Treasurer - Certificated Attendance, Treasurer - Payable

Revised 10/20/14 IS