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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT

AND

INDIAN HILL EDUCATORS PROFESSIONAL ORGANIZATION

July 1, 2025 – June 30, 2028

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AGREEMENT

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Indian Hill Exempted Village School District (hereinafter referred to as the "Board") and the Indian Hill Educators Professional Organization (hereinafter "IHEPO" or "Organization").

ARTICLE I
RECOGNITION

Section 1. The Board recognizes the Organization as the sole and exclusive collective bargaining agent of the certificated teaching staff (hereinafter described as "bargaining unit members") employed by the Board within the collective bargaining unit certified by the State of Ohio, State Employment Relations Board on July 24, 2014, in Case No. 2014-REP-03-0038. The certificated teaching staff is defined by the following inclusions and exclusions:

Included: All full-time and regularly scheduled part-time certificated teachers of the Indian Hill Exempted Village School District, including nurses, media specialists, counselors, teachers with special education certificates, teachers with vocational education certificates, certified teaching assistants, certified tutors, coordinating teachers, psychologists, certificated auxiliary service employees and department coordinators, chairmen, or heads.

Excluded: The Superintendent, assistant superintendent, treasurer, assistant treasurer, directors, principals, assistant principals, athletic director, teachers on special assignment, summer school director, business managers, all persons for whom certification in supervision or administration is required, substitute teachers, student teachers, paraprofessionals, aides, all non-certified teaching assistants or non-certified assistants, auxiliary service employees (with the exception of certified auxiliary service employees on continuing contracts), summer school, adult education and community school teachers, or instructors who are not employed as regular day-school teachers during the school year, confidential employees, and all management level persons, and supervisors as defined in the Act, and all other employees of the school district.

Return to Bargaining Unit:

In the event an IHEPO member accepts a position as a teacher on special assignment, the employee will not be a member of the bargaining unit, and with respect to any non-bargaining unit duties performed, shall not have any rights under the bargaining agreement. The employee shall continue to otherwise be subject to the terms and conditions of the labor agreement. Upon return to an IHEPO position, the employee will have no break in service.

Section 2. The above recognition constitutes an agreement to attempt to reach mutual understandings and agreement regarding matters of salary, hours, fringe benefits and terms and conditions of employment for bargaining unit members.

Section 3. The Board and the Organization agree to negotiate in good faith. Good faith requires the parties to be willing to meet at reasonable times and places and be willing to react to each other's proposals. If a proposal is unacceptable, the other party is obligated to give its reasons. Nothing in this Article shall compel either party to agree to a proposal or to make a concession.

Section 4. The parties agree that there shall be no discrimination or harassment in regards to race, color, religion, nationality, sex, age, disability, veteran status, or marital status.

Section 5. The Board and the Organization agree that all bargaining unit members have the right to join, participate in, or assist the Organization and the right to refrain from any or all such activities without intimidation or coercion by any person or party. Membership in the Organization, or the payment of any fee or assessment to any organization, shall not be a condition of employment or continued employment for any teacher in the District.

ARTICLE II
RIGHTS AND RESPONSIBILITIES OF THE BOARD

Section 1. The Organization recognizes that the Board is the legally constituted body responsible for the management, direction and control of all of the public schools of the Indian Hill Exempted Village School District and of all personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, guidelines, rules and regulations governing any and all aspects of the Board's school district.

Section 2. The Organization recognizes, without limitation, that all rights, powers, functions, responsibilities and authority of the Board existing before the execution of this Agreement, including those set forth in Section 1 above, and the following enumerated rights, the exercise of which rights shall not be subject to the grievance and arbitration procedures of Article IV, are specifically retained by the Board as sole and exclusive rights, except as they may be expressly and specifically modified by an express term of this agreement; (a) to 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 District, standards of services, the Board's overall budget, utilization of technology, and organizational structure; (b) to direct, supervise, evaluate or hire employees; (c) to maintain and improve the efficiency and effectiveness of the District; (d) to determine the overall methods, process, means, or personnel by which the operations of the District are to be conducted; (e) to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees; (f) to determine the adequacy of the work force; (g) to determine the overall mission of the District; (h) to effectively manage the work force; and (i) to take actions to carry out the mission of the District.

Section 3. It also is specifically acknowledged by the Organization that those rights, powers, functions, responsibilities and authorities of the Board contained in Sections 1 and 2 herein, and the use of judgment and discretion therewith, shall belong solely and exclusively to the Board during the term of this Agreement, except as may be expressly and specifically modified by an express term of this Agreement. The Organization recognizes the Board's sole and exclusive

right to issue, implement and require compliance with Board policies, procedures, practices, guidelines, resolutions, rules or regulations which are consistent with an express term of this Agreement.

ARTICLE III
ORGANIZATION RIGHTS AND RESPONSIBILITIES

Section 1. If requested by a bargaining unit member, dues shall be deducted in equal payments based on the number of pay periods remaining for the year at the time dues are assessed by the Organization.

Such authorization shall continue in effect until such time as the bargaining unit member gives written notice to the Treasurers of the Organization and the Board to discontinue such deductions, or at such time when the bargaining unit member's employment with the Board terminates. All monies collected from Organization membership shall be remitted to the Organization Treasurer.

The Organization hereby agrees to hold the Board harmless from any and all liabilities or damages which may arise from performances of its obligations under this Article and shall indemnify the Board against any such liabilities or damages that may arise.

Section 2. The Organization shall have the right to use school facilities and equipment for any lawful purpose (except in the event of concerted activities or work stoppage) at reasonable times upon prior request and permission from the responsible administrator, which permission shall not be unreasonably withheld. The Organization may be required to reimburse the Board for any costs incurred.

Section 3. The Organization shall be provided adequate bulletin board space in a place readily accessible to bargaining unit members in each building for the posting of notices and other materials relating to Organization activities. All material shall be signed by the appropriate official of the Organization. The Organization will have the right to use the mail boxes, both physical and electronic, in accordance with the existing practices.

Section 4. The Organization will receive the Board's public meeting agendas, minutes and/or announcements for other such official meeting presentations.

Section 5. Rights granted herein to the Organization shall not be granted or extended to any competing labor organization.

ARTICLE IV
DISCIPLINE, GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

(A) In the event that it is deemed necessary for an administrator to meet with a bargaining unit member as part of an investigation that may lead to discipline of that bargaining unit member, the bargaining unit member shall be notified. The notification may be oral or written and shall include the matter to be discussed and the right for the bargaining unit member to have Organization representation at the meeting. If subsequent investigatory meetings relating to the prior meeting(s) are warranted, the same procedure will be followed. The meeting(s) shall be scheduled at a time when the bargaining unit member and the bargaining unit member's representative can attend, but in no event shall the meeting be delayed more than three (3) work days unless agreed to by the parties.

(B) Before a disciplinary meeting is to take place, a bargaining unit member shall be notified in writing. The notification shall include the basis for the disciplinary meeting and the right for the bargaining unit member to have Organization representation at the meeting. The meeting shall be scheduled at a time when the bargaining unit member and the bargaining unit member's representative can attend, but in no event shall the meeting be delayed more than three (3) work days unless agreed to by the parties.

(C) During the meetings referenced above in this Section 1, the bargaining unit member will have an opportunity to explain his/her side of the matter.

(D) A discipline action is limited to a written warning or reprimand, suspension or discharge. Disciplinary action will be for just cause.

Section 2.

(A) A grievance is defined as any dispute by a bargaining unit member, group of members, and/or the Organization with the Board and/or the administration relating to the interpretation, application or alleged violation of an express term or provision of this Agreement. A dispute which relates to a Board policy, procedure, practice, guideline, resolution, rule or regulation is not a grievance under this Article or Agreement, nor shall an individual evaluation or appraisal of job performance or the results thereof be considered a grievance unless the bargaining unit member receives a disciplinary action. The non-renewal of a limited or supplemental contract shall not be subject to the grievance or arbitration procedure.

(B) Work days as used in this Article are those days on the school calendar when bargaining unit members are scheduled for duty in the schools.

(C) A disciplinary action is limited to a written warning or reprimand, suspension or discharge. Disciplinary action will be for just cause.

(D) Any grievance which has not been presented in the Grievance Procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the Grievance Procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to initial discussion, further discussion or appeal, as the case may be.

(1) All steps and time limits specified in this Article are mandatory and the steps may be waived and the time limits extended or reduced only by written mutual agreement of the Organization and the Superintendent or designee.

(2) Failure at any level of an administrator and/or Board to communicate an answer to a grievance within the specified time limit shall mean that the time limit for appeal to the next level shall commence on the due date for the answer and that the grievant(s) may appeal the grievance to the next level.

(E) For any grievance in process at the end of the school year, a schedule will be developed to process it in a timely fashion. This schedule shall be mutually agreed to by the

Organization and the Board. If mutual agreement has not been reached, the grievance shall be processed according to the contractual requirements regarding timelines; provided, however, requests for extensions by either the Organization or the Board shall not be unreasonably denied.

Section 3. Bargaining unit members and groups of bargaining unit members shall have the right to present grievances and have them adjusted without the intervention of the Organization, as long as the adjustment is consistent with the terms of this Agreement, and as long as the Organization has the opportunity to be present at the adjustment. If in the judgment of the Organization a grievance affects a group of bargaining unit members, the Organization may submit and process such grievance on behalf of said bargaining unit members.

Section 4.

(A) Informal Discussion. Every attempt will be made to solve problems at the lowest possible level. The grievant(s) and/or the Organization may approach the administrator immediately concerned and discuss the matter in an informal manner with the objective of resolving the problem through free and informal communication.

(B) Administrator Step. Should a bargaining unit member, group of bargaining unit members, and/or the Organization claim a grievance, the grievance shall be filed within fifteen (15) work days after the event giving rise to the grievance becomes known or should have become known. The grievance must be submitted in writing, signed and dated, and presented to the responsible administrator or designee directly involved who has authority in the matter. The grievance shall state:

(1) The alleged cause of the grievance, including date, time and place;

(2) The specific provision or provisions of this Agreement about which there is a dispute relating to its interpretation, application or alleged violation; and,

(3) The remedy requested.

The responsible administrator or designee directly involved shall hold a meeting with the grievant, or a representative of a group of grievants, and the designated building representative to investigate and discuss the grievance within five (5) work days after the grievance is presented to the

administrator or designee. The administrator or designee shall give a written answer to the grievant or the representative of a group of grievants and the Organization, within seven (7) work days after the meeting.

(C) Superintendent Step. If the grievance is not settled in the Administrator Step, the written grievance may be presented by the grievant, a representative of a group of grievants and/or the Organization to the Superintendent or designee within ten (10) work days after receipt of the administrator's answer. Within seven (7) work days after receipt of the written grievance, the Superintendent or designee shall hold a hearing with the grievant or representative of a group of grievants and the Organization representative(s), not to exceed three (3), to investigate and discuss the grievance. Within seven (7) work days after the close of the hearing, the Superintendent or designee shall give the grievant or the representative of a group of grievants and the Organization, a written answer to the grievance.

(D) Board Step. If the grievance involves a disciplinary suspension of more than three (3) days, or a discharge, and is not settled in the Superintendent Step, the written grievance may be presented by the grievant, or representative of a group of grievants and/or the Organization to the Board within ten (10) work days after receipt of the Superintendent's answer. Within thirty (30) work days after receipt of the written grievance, the Board shall hold a hearing with the grievant or representative of a group of grievants and the Organization's representative(s), not to exceed three (3), to consider the appeal. Within ten (10) work days after the close of the hearing, the Board shall give its written answer to the grievance.

(E) Arbitrator Step. If the grievance is not settled at (C) or (D), as applicable, the Organization may appeal the grievance to an arbitrator by giving written notice to the Superintendent of its desire to do so within fifteen (15) work days after receipt of the answer at Step (C) or (D). The arbitrator shall be chosen from a list or lists, not to exceed three (3), provided by the American Arbitration Organization. If the parties are unable to agree on a proposed arbitrator, they will utilize the AAA ranking selection method. The arbitrator shall hold the necessary hearing and issue a decision within thirty (30) calendar days of the close of the hearing

or as soon as reasonably possible thereafter. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Organization.

The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this Agreement, or any other written agreements between the Board and Organization, and no arbitrator shall have any authority to hear or determine a dispute involving the exercise of a Board right which is within the exclusive authority of the Board or to determine any matter concerning a Board policy, procedure, practice, guideline, resolution, rule or regulation. The costs for arbitration shall be shared equally by the Board and the Organization including the costs of a transcription of the testimony presented at the hearing.

Section 5. No subject may be grieved or arbitrated which is excluded from this grievance and arbitration procedure under this or any other Article of this Agreement. Any question relating to procedural or substantive arbitrability shall first be heard by the arbitrator and a written decision rendered thereon, before the arbitrator shall hear the grievance itself. No more than one grievance may be heard by an arbitrator unless mutually agreed to by the parties.

Section 6. The grievant shall not be subject to retaliatory action in violation of his/her rights under this Agreement or under Ohio Law as a result of any grievance.

ARTICLE V
NO WORK STOPPAGES

Section 1. In addition to recognition of the Ohio statutory no-strike prohibition for public employees, the Organization, on behalf of itself, and each individual bargaining unit member on behalf of his/her self, agrees not to take any action which may interrupt or interfere with any operation of the District or the education of any student, including such actions as slowdowns, intermittent work stoppages, sit-down or sympathy strikes, sick-outs, picketing or bannering, boycotts or refusals to cross any picket line.

ARTICLE VI
LEAVES OF ABSENCE

Section 1. PAID SICK LEAVE.

Each bargaining unit member shall be granted fifteen (15) days of sick leave with pay for each year under contract which shall be credited at the rate of one and one-half (1½) days for each completed month of the school year, September through June. For less-than-full-time staff, usage of sick leave shall be prorated. Unused sick leave accumulation is unlimited.

Sick leave may be used for paid absence from work due to the bargaining unit member's illness, injury, pregnancy, quarantine or exposure to contagious disease which could be communicated to others, and for absence due to serious illness or injury in the bargaining unit member's immediate family. Use of paid sick leave in any given school year is for serious illness or injury, which requires time off from work to attend to a relative residing in the bargaining unit member's immediate household, or for a spouse, child, parent, brother or sister, residing outside of the bargaining unit member's immediate household.

A bargaining unit member may utilize up to six (6) weeks of paid sick leave for birth and/or adoption. A bargaining unit member may utilize up to two (2) weeks of paid sick leave for birth or adoption as paternity leave/parent leave.

Misuse of sick leave or falsification of sick leave documentation by the bargaining unit member may result in disciplinary action up to and including dismissal.

If the sick leave qualifies under The Family and Medical Leave Act of 1993 ("FMLA"), then the provisions of the following Section 4 of this Article apply. See Appendix A.

Absence of a portion of a day up to one-half (½) shall be counted as one-half (½) day of sick leave. Absence beyond one-half (½) day, but less than a full day, shall be counted as a full day of sick leave. Sick leave may be used in one-quarter (¼) day increments providing it is not necessary to hire a substitute teacher.

In order to receive paid sick leave, proper documentation as designated by the District shall be provided by the bargaining unit member to the appropriate supervisor, including a written,

signed personal statement justifying use of sick leave. For any absence exceeding three (3) consecutive work days, and in order to receive sick leave pay, the statement must list the name and address of the attending physician, the date of consultation or treatment, and shall authorize the physician to give verifying information of general condition to the Superintendent, or designee, if requested. Should the bargaining unit member prefer, medical verification information, including physician's reports, medical files and test results may, instead, be provided to a physician designated by the Board for verification purposes.

A bargaining unit member may be placed on sick leave for physical or mental disability when observable evidence indicates that the bargaining unit member's ability to teach has been adversely affected. A physical or mental examination may be required by the Board at its expense to determine the fitness of the bargaining unit member. If so, the Board, through the Superintendent or his/her designee, will provide the bargaining unit member with a list of at least three (3) physicians whom the Board believes are qualified to perform the examination. Within five (5) working days of receiving the list, the bargaining unit member shall select one physician from the list to conduct the examination at Board expense. If the bargaining unit member does not do so, the Board may make its selection from the list or outside of the list. The bargaining unit member may obtain a second medical examination at his/her expense, which may be submitted by the bargaining unit member to the Board for consideration, but shall not be binding on the Board's determination.

Each new bargaining unit member shall be advanced five (5) days of sick leave upon date of hire but shall not accumulate any additional paid sick leave until days credited at the one and one-half ($1^1/_2$) rate per completed month exceed five (5) days.

A status report, including appropriate medical verification, may be required at reasonable intervals during a paid sick leave.

The Board of Education will continue to pay its share of premium contributions for all health insurance and term life insurance for bargaining unit members on paid sick leave.

If an "emergency day," as called by the Superintendent, occurs during a sick leave period, the bargaining unit member will not be charged with a sick leave day.

Section 2. PAID PERSONAL LEAVE.

Each full-time bargaining unit member will receive three (3) paid personal leave days each school year (prorated for less-than-full-time staff) which may be used in whole or half-day increments during the year, upon prior approval of the Superintendent, for absences which must occur during the working day. A written request must be submitted at least two (2) working days in advance of the requested leave date, unless the circumstances prevent the giving of this notice. Subject to the other requirements of this section, personal leave may be taken in one-quarter ($^1/_4$) day increments only under extraordinary circumstances, provided a substitute teacher is not necessary and with the Superintendent's approval.

Unless expressly authorized by the Superintendent, a personal leave day may not be used on a day prior to or immediately following a holiday; a vacation period or the first or last day of school; on a work or conference day established for teachers; or where 10% or more of the certified staff per building is absent on any single day. Unused personal leave days may be converted to accumulated sick leave days at the end of each school year. A bargaining unit member may choose to roll over two (2) days of unused personal leave to the next work year. At no time may a bargaining unit member accumulate more than five (5) personal leave days. A bargaining unit member shall be required to notify the Treasurer in writing each year, no later than the last teacher work day of the contract year that he/she intends to roll over up to two (2) days of unused personal leave. Any unused personal leave days not rolled over to the next school year shall be converted to sick leave. Personal leave shall not be charged against accumulated sick leave.

Section 3. NON-FMLA UNPAID SICK LEAVE.

Except to the extent the leave qualifies under the Family and Medical Leave Act of 1993 ("FMLA") in which event the provisions of the following Section 4 of this Article apply, bargaining unit members who have exhausted all accumulated paid sick leave and who must be absent from work due to their own illness, injury, pregnancy, quarantine or exposure to contagious

disease must submit a written request for unpaid sick leave before accumulated paid sick leave expires. All such unpaid sick leaves must be approved in writing by the Board after the recommendation of such approval by the Superintendent or his/her designee. Unpaid sick leaves will not exceed thirty (30) work days at any one time, but may be renewed for the duration of the contract year for justifiable reasons. The Board of Education will continue to pay its share of premium contributions for all health insurance and term life insurance for bargaining unit members on non-FMLA unpaid sick leave. Sick leave and personal leave days will not accumulate during an unpaid sick leave.

Section 4. FAMILY MEDICAL LEAVE ACT ("FMLA") LEAVE.

This Agreement incorporates herein by reference the District's Family and Medical Leave Policy. See Appendix A.

Section 5. PAID JURY DUTY/COURT APPEARANCE LEAVE.

Bargaining unit members summoned for jury duty shall give the Superintendent or designee as much advance notice of the jury service as possible and must return to work if released on any day or days before the start of the second half of the school day.

Bargaining unit members required to report for jury duty during the school year shall be paid the amount of pay they normally would earn upon furnishing a written report from the appropriate public official which lists the number of days of jury service.

If a bargaining unit member is served with a legally issued subpoena to attend a court proceeding relating to his/her employment in the District, such as a truancy, child abuse, special education or juvenile court proceeding, the bargaining unit member will be granted such time as is necessary to comply with the subpoena; provided, however, this provision shall not apply to proceedings where the bargaining unit member or other District employee is a plaintiff or otherwise a party adverse to the District. The Superintendent may, in his/her discretion, grant leave with pay for court appearances otherwise than as provided above. Such days shall not be deducted from accumulated sick or personal leave days.

Section 6. PAID BEREAVEMENT LEAVE.

Five (5) work days of leave will be granted for a death in the bargaining unit member's immediate family defined as spouse, child, parent, or guardian relationship; or for the death of a member of the bargaining unit member's immediate household. Up to three work days may be granted for the death of a sibling, grandparent, grandchild, parent-in-law, or step parent. One work day may be granted for aunt, uncle, niece, nephew, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. Such days of approved absence shall not be charged to accumulated sick leave, unless additional days are needed for travel or attending to funeral arrangements or estate matters. Such additional days shall be charged to accumulated sick leave. Verification may be required.

Section 7. PROFESSIONAL OR EDUCATIONAL DEVELOPMENT LEAVE.

Upon written request of the bargaining unit member and at the discretion and written recommendation of the Superintendent, a leave of absence may be granted by the Board of Education in its discretion for educational or professional development purposes, such as exchange programs, independent study, American schools abroad, research, or as a participant or presenter.

(A) Paid Short-Term Participation Leave.

A paid short-term participation leave may be granted for purposes of attending, as a participant or presenter, a conference, workshop, convention, or clinic related to the bargaining unit member's school assignment. Bargaining unit members desiring such a leave must submit a written request at least one (1) full week in advance of the leave. A participation leave will not exceed five (5) work days and will include payment of necessary and reasonable expenses, subject to the submission of invoices and receipts. What will be regarded as a necessary and reasonable expense will be established by administrative guidelines and will be discussed in advance with the participant.

Professional participation leave days will not be charged as sick leave or personal leave. Bargaining unit members who have exceeded ten (10) days of absence in the prior six (6) months

of the current or prior school year of their request, will not be eligible for a short-term participation leave.

(B) Paid Long-Term Professional Improvement Leave.

A long-term leave of absence not to exceed one (1) school year for professional improvement in the area of the bargaining unit member's assignment, or in an area designated by the Superintendent, may be granted in accordance with the following provisions:

(1) Request for such leave must be made sixty (60) days in advance and the leave shall not exceed one (1) contract year.

(2) The bargaining unit member must have completed five (5) years of service in this District.

(3) A plan for professional growth must be presented and followed.

(4) The bargaining unit member, with less than twenty-five (25) years of continuous service in the District, may be required to return to the District at the end of the leave for a period of at least one (1) year. Notification not to return to the District, as agreed, must be given by April 1 or December 1 preceding the beginning of the semester in order to avoid forfeiture of the Board's pay differential for breaching the Agreement to return and repayment to the Board of all expenditures of the Board during the leave for health and life insurance, retirement premiums and tuition payments.

(5) Part salary in the amount of one-third ($^1/_3$) of the bargaining unit member's salary or the amount of the difference between the bargaining unit member's salary, and the replacement's salary, whichever is the greater, will be paid.

(6) Return from this leave will be limited to the beginning of a semester.

(7) The Board of Education will continue to pay its share of premium contributions for all health insurance and term life insurance for bargaining unit members on paid long-term professional improvement leave.

(8) Sick leave days will accumulate during the time of the leave.

(9) Upon return at the expiration of a professional improvement leave, the bargaining unit member shall resume seniority and contract status held prior to the leave, and seniority credit will be given for the period while on this leave.

(C) Unpaid Long-Term Professional Development Leave.

An unpaid leave of absence may be granted for professional development purposes in accordance with the following provisions:

(1) A request for the leave must be made sixty (60) days in advance. The leave must not extend beyond the contract year and shall not exceed one (1) contract year.

(2) The bargaining unit member must have completed five (5) years of service in this District.

(3) A plan for professional growth must be presented and followed.

(4) Health and life insurance coverage will not be provided by the Board. However, Board-sponsored insurance benefits may be continued at the bargaining unit member's expense at the applicable group rate.

(5) Sick leave days will not accumulate and personal leave days will not be credited.

(6) Return from this leave will be limited to the beginning of a semester. Notification not to return to the District must be given by April 1 or December 1 preceding the beginning of the semester of return to avoid repayment to the Board of any tuition payments made by the Board during the leave.

(7) Upon return at the expiration of a professional development leave, the bargaining unit member shall resume the seniority and contract status held prior to the leave, but no seniority credit will be given for the period while on this leave.

Section 8. MILITARY DUTY LEAVE.

Paid military duty leave of absence shall be governed by applicable state and federal law. An employee desiring an unpaid military duty leave shall apply in writing as far in advance of the leave as feasible.

Sick and personal leave days shall not accumulate during a military leave, nor shall the Board be obligated to pay any insurance premium costs during such leave. However, Board-sponsored insurance benefits may be continued during the leave at the bargaining unit member's expense.

Section 9. UNPAID PERSONAL LEAVE.

Upon the recommendation of the Superintendent, the discretionary approval of the Board, and for good and sufficient cause, an unpaid personal leave may be granted. During the period of such leave, health and life insurance premiums will not be paid by the Board and sick leave and personal leave days, will not accumulate. Upon the expiration of the unpaid personal leave, the bargaining unit member will resume the seniority and contract status held prior to the leave, but no seniority credit will be given for the period while on this leave. However, Board sponsored insurance benefits may be continued at the bargaining unit member's expense at the applicable group rate.

Section 10. ASSAULT LEAVE.

A bargaining unit member who is physically incapacitated as a result of a physical assault while carrying out contractual duties will receive the necessary days off with pay, for recuperation or court appearances, which shall not be charged against paid sick or personal leave. The bargaining unit member shall be responsible for promptly reporting such assault to the school nurse and building administrator. Such an assault leave with pay may not exceed a period of thirty (30) calendar days, but may be renewed for justifiable reasons at the discretion of the Superintendent. Corroboration from the bargaining unit member's duly licensed physician and/or verification by a physician selected by the Board at its expense may be required. Absences not a result of an assault or after the expiration of an assault leave will be deducted from paid sick or personal leave.

Section 11. ORGANIZATION LEAVE.

No more than two (2) bargaining unit members at any one time shall be granted Organization Leave upon request in writing to the Superintendent as far in advance of the leave as possible. Such leaves will not exceed a total of ten (10) work days for the District within a school

year, and will be for the express purpose of attending Organization meetings, conferences, training seminars or other organizational affairs in the process of representing bargaining unit member interests under this contract and in the District, without loss of pay for the approved participants. Submitted requests will be approved if the absence will not unduly hamper the educational program.

Section 12. RIGHTS AND RESPONSIBILITIES CONCERNING LEAVES OF ABSENCE.

Subject to the provisions of Section 4 (Family And Medical Leave Act ("FMLA") Leave) of this Article, persons on approved leaves shall be entitled to reinstatement to active employment to a job position for which properly certified at the conclusion of any paid or unpaid leave of absence covered by this Article, except that bargaining unit members may not be reinstated to any supplemental duty contract in effect at the time the leave of absence was granted. Reinstatement to active employment will be in accordance with the reduction in force provisions of this Agreement, Article VII.

Persons absent from work without an approved leave of absence as specified in this Article or who fail to return on time from any approved leave or to notify the Superintendent of the intention to return shall be subject to disciplinary action, including suspension or discharge.

A bargaining unit member's use of any leave for purposes other than as requested and approved, whether paid or unpaid, shall constitute just cause for disciplinary action, including suspension or discharge.

Section 13. SICK LEAVE BANK

This Agreement incorporates herein by reference a Sick Leave Bank, attached hereto as Appendix B.

ARTICLE VII
REDUCTIONS

Section 1. If the Board determines it necessary to reduce the bargaining unit due to such legitimate reasons as decline in student enrollment, return to duty of a regular staff member after a leave of absence, consolidation of schools, territorial changes, mergers, program adjustments, or financial reasons, the following procedures shall apply:

(A) The Board shall include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing teachers. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

(B) The District will maintain a Roster of Continuing Service ("ROCS List"). All bargaining unit members will be listed by length of continuous service in the District. The ROCS List shall be divided by teaching fields: *i.e.*, by areas of licensure/certification. Continuous service shall begin on the first day worked in a bargaining unit position from the most recent date of hire. If a bargaining unit member is employed by the District in a non-bargaining unit position, that individual will not accrue seniority while outside of the bargaining unit for purposes of a reduction in force. An accurate and updated ROCS List will be furnished to the Organization on or about October 1. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of length of continuous service. In making reductions, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. If teachers on limited or continuing contracts do not have comparable evaluations, the District may retain the teacher with the higher evaluation. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. The reassignment of a continuing contract bargaining unit member from a full to a part-time contract shall constitute a reduction under this Article.

(C) Reductions in a teaching field of those under a continuing contract will be made based upon the evaluation results of the teachers currently assigned to teach in that area of certification/licensure to be reduced.

(D) If two (2) or more bargaining unit members have comparable evaluation results and qualifications, their ranking will be determined by their length of continuous service. (See ROCS list)

Section 2. A bargaining unit member whose continuing contract has been suspended by virtue of this reduction procedure will be given consideration as a substitute teacher and have the right to be recalled, with due consideration given to evaluation results, to a position for which qualified or certified until the last contracted school day of the year following such date of notification of reduction. If the bargaining unit member has ten (10) years or more of continuous service, the right to be recalled will be extended until the last contracted school day of the second year following the date of notification of reduction. All reasonable steps shall be taken to achieve the earliest possible notification of reduction or recall. If recalled, the bargaining unit member shall resume the seniority, salary and contract status held prior to the reduction.

ARTICLE VIII
SELECTION AND ASSIGNMENT

Section 1. The Superintendent will implement a procedure to provide instructional services needed to maintain or improve the existing level of curricular programming, to secure a required number of staff representatives of a diversity of educational preparation and teaching experience.

Section 2. Staff selection shall be based upon qualifications and other required entry prerequisites outlined for specific vacancies. Uniform procedures will be utilized in the selection of staff members.

Section 3. Assignments shall be made at the discretion of the responsible administrator within the area of teacher competence, teacher certification, or major field or study, or to meet temporary circumstances.

Section 4. Bargaining unit members will be provided with tentative teaching assignments by the end of each school year with the express understanding that such assignments may have to be revised by the opening date of the forthcoming school year. The bargaining unit member affected by an assignment change will be notified in advance whether it be at the beginning and/or during the school year, will be afforded an opportunity to discuss the change in assignment, and will be provided adequate time, not to exceed three (3) working days, to adjust and plan for necessary educational needs in performing this new assignment.

Section 5. Job descriptions for positions covered by this Agreement will be developed and maintained by the Board. A bargaining unit member will be given an opportunity to review and comment on a job description pertaining to his/her position and will be advised of any change in the description prior to implementation.

Section 6. The Board may, in its sole discretion under Ohio Revised Code Section 3307.35 and related provisions of Ohio law, rehire/hire a teacher who has retired under STRS. Any teacher so rehired/hired shall be considered a newly hired teacher and shall not be eligible for a continuing contract and shall not be eligible for any severance benefits or retirement incentive benefits.

ARTICLE IX
VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. Bargaining unit members shall be advised of all full-time and regularly scheduled part-time bargaining unit vacancies occurring in certificated positions of the School District during the school year by the posting of a notice of vacancies on the building bulletin board, and electronic mail distribution. Prior written notice of any vacancy in certified full-time and regularly scheduled part-time bargaining unit positions will be delivered to the President of the Organization or designee and a copy to one other member of the Organization; and the same such notice will be provided for supplemental contract position vacancies and full-time administrative vacancies occurring during the summer non-school year period. Applications from the certificated staff will be given full consideration in the filling of these vacancies. Interested applicants should apply to the Superintendent or designee in writing. The decision of the Superintendent in the filling of vacancies shall be final. Factors considered in making the decision shall be teacher competence, teacher certification, major field of study, years of service, and experience. Any bargaining unit member who applies for a vacancy and does not receive it may discuss the reasons for the action with the responsible administrator or the Superintendent.

Section 2. Notice of vacancies for supplemental contract positions shall be posted electronically through e-mail to all bargaining unit members before it is placed on the public website.

Section 3. A bargaining unit member who is properly certified has the right to apply for any position which is posted and to have that application reviewed and a response provided to the applicant.

Section 4. A bargaining unit member who is transferred as a result of an administrative initiated request shall be so informed, in writing, and will be afforded an opportunity to discuss the transfer as soon as possible prior to the effective date.

Section 5. A bargaining unit member desiring a transfer may request it in writing along with presenting the reasons for the transfer. The responsible administrator will make a reasonable

effort, as determined by the Superintendent, to affect such transfer if it is in both the District's interest and bargaining unit member's interest to do so.

Section 6. In keeping with existing practices, and without creating any rights for bargaining unit members under this Agreement, openings for full-time administrative positions in the District will be listed in a publication by the Superintendent or designee with a job description or statement of necessary qualifications and such publication shall be posted electronically through e-mail to all bargaining unit members before it is posted on the public website.

ARTICLE X
CONTRACTED SCHOOL CALENDAR AND DAY

Section 1. The Superintendent shall furnish the Organization with the proposed school calendar at least four (4) weeks in advance of adoption of the calendar by the Board. The Board approved calendar will be one hundred eighty-five (185) days. The Superintendent may add to, delete from or modify the calendar during the school year, subject to Board approval, upon two (2) weeks advance notice. Each bargaining unit member will receive a copy of the adopted calendar and any changes thereto.

Section 2. The school calendar shall include teacher work days, in-service days, parent-teacher conference days, student instructional days, and other required school related activities. All beyond-the-normal work day activities, such as faculty and/or departmental meetings, evening meetings and special events, will be scheduled. The calendar shall include at least one hundred seventy-three (173) student instructional days. Required meetings, which involve an entire building's certified staff shall be scheduled with a maximum of two (2) per month except in the event of emergencies. Non-attendance at required activities, meetings or conferences beyond the normal work day must be approved in advance by the responsible administrator to prevent pay forfeiture and disciplinary action.

Section 3. If additional days are added beyond the current calendar by state requirement or Board of Education approval, compensation will be paid at the individual's per diem rate.

Section 4. The Superintendent will determine uniformly within each building by discipline and/or program the portion of the school day that constitutes a full or part-time contract for an individual. Once uniformity has been determined, compensation will be provided accordingly.

Within a seven (7) or eight (8) period framework, all full-time teachers will be given not more than six (6) assignments. In grades 6-12, the typical number of regular classes assigned will be five (5). The sixth assignment may encompass a variety of instructional or supervisory activities, including, but not limited to, intervention, cooperative planning, student supervision, and supplementary services for students or fellow staff members.

The principal will consult with departments as part of developing the master schedule. In determining the number of sections and specific teaching assignments, the principal will consider individual teacher preferences, class size, teacher loads, number of preparations, school and District goals, and other priorities expressed by the department.

Consistent with the management rights and responsibilities of the Board under this Agreement, if, in the sole determination of the District, it must address special circumstances or educational needs, the District may modify a teacher's class or other assignments. For example, this may include the assignment to teach a sixth class or assume other professional duties in lieu of teaching a class. Such assignments shall only be made after consultation with the individuals and departments affected and shall not be considered precedent-setting.

Part-time certified personnel will be compensated as follows at the Middle and High School:

Assigned Periods	**Pay**
1	1/6 of Base Salary
2	1/3 of Base Salary
3	1/2 of Base Salary
4	2/3 of Base Salary
5	5/6 of Base Salary
6	1.0 of Base Salary

The Primary and Elementary Schools will issue part time contracts as a ratio of assigned time to seven (7) hours x individual's base salary.

Three (3) or more assigned periods per day, or three and one-half (3 ½) hours at Primary and Elementary School, will entitle a person to full Article XV Insurance.

If a course taught beyond a teacher's normal work day is offered for student credit or a grade is reported for the course, the bargaining unit member shall be paid 1/7 of his/her salary grid position, or fraction thereof if the class does not meet on a full-time basis.

If a need exists, a bargaining unit member may volunteer on his/her planning time on a temporary basis to accept a regular teaching assignment in lieu of all or part of his/her planning time. If this assignment drops the teacher below 25 minutes/day or 200 minutes/week planning time, this assignment shall be paid on a proportional per diem rate. Such assignment shall only be made after consultation with the bargaining unit member volunteer and shall not be considered precedent setting.

Section 5. The length of the normal work day (between building starting time and closing time) shall not exceed seven and one-half (7½) hours, unless otherwise mutually agreed to between the member and the administration. However, under no circumstances will a work week exceed thirty-seven and one-half (37.5) hours. The day shall include a thirty (30) minute duty free lunch period within the student day, and planning time the equivalent of no less than two hundred (200) minutes per week for full-time bargaining unit members. Additionally, the day may include conferences, staff meetings and other activities deemed educationally appropriate by the responsible administrator. The specific starting and ending times may vary from building to building and within each building. After the start of the work day, no bargaining unit member shall leave the assigned building and/or school premises before the end of the work day without following the procedures established by the responsible administrator. Bargaining unit members must comply with the starting and the ending times specified in the Faculty Handbook. Within the weekly framework, all full time bargaining unit members will be given equitable teaching assignments and planning time of no less than twenty-five (25) consecutive minutes per day and two hundred (200) minutes per week. For part-time teachers, a proportionate amount of planning time will be granted based on the time instructing students.

Section 6. When conditions necessitate the temporary daily closing of one or more buildings, the affected bargaining unit members may be required to report at an alternate location and/or an alternate date.

ARTICLE XI
STAFF EVALUATION

Section 1. The District will maintain a teacher evaluation policy and process that complies with Ohio law.

Section 2. The District and Organization will maintain and convene an Evaluation Committee. The Evaluation Committee will: at least annually review the evaluation policy, instruments, procedures, and standards; consider revised or new evaluation models based on best practices; and review compliance with any and all applicable law.

ARTICLE XII
UNIVERSITY CREDIT OR EQUIVALENCY

Section 1. The Board will provide reimbursement for bargaining unit members up to four (4) semester hours of graduate/undergraduate credit completed during one school year. The reimbursement rate per hour shall be the lesser of: (i) the cost of a semester hour (equivalent quarter hour) at Xavier University; or (ii) the actual per-hour tuition cost. Prior approval must be obtained from the responsible administrator.

Section 2. The course must relate to:

1. Teaching assignment and/or area of certifications/licensures

   and

2. Courses currently being offered in the curriculum;

   or

3. Courses related to the District Mission Statement and/or Goals; and/or Building Goals.

Courses offered through any accredited college or university will qualify. Video, audio, on-line, correspondence and/or distance learning courses will qualify after prior approval by the Superintendent or his/her designee.

Section 3. The Board will reimburse the registration fees and documented travel expenses (i.e. for lodging and transportation) in an amount not to exceed $600 incurred by the bargaining unit member attending approved conferences or workshops occurring outside the school day that are part of an approved Individual Professional Development Plan and/or related to classroom teaching and/or the area of licensure (certification). The total reimbursement for one (1) school year, received under this Section 3 and Section 2 shall not exceed the cost of four (4) semester hours of graduate/undergraduate credit at Xavier University. Prior approval must be obtained from the responsible administrator.

Section 4. Reimbursement for such credit, expenses or fees will be provided at the earliest possible date, after official transcripts, receipts and expense documentation have been filed with the Treasurer and after Board approval at its next regularly scheduled public meeting.

ARTICLE XIII
PROFESSIONAL COMMITTEES

Section 1. DISTRICT LEADERSHIP COUNCIL

(A) Representatives of the Board, administrators and bargaining unit members shall form a District Leadership Council, which shall meet not less than four (4) occasions during a year at a mutually acceptable time to discuss general concerns of the bargaining unit members and for the purpose of District-wide improvement.

(B) All meetings will be scheduled to take place at a time when bargaining unit members involved are free from assigned duties.

(C) The District Leadership Council shall include at least one (1) representative of each building, the President of the Organization, at least one (1) member of the administrative staff, the Superintendent, and at least one (1) Board of Education member.

(D) The members of the District Leadership Council may, from time to time, mutually develop a set of guidelines to promote the efficiency and effectiveness of its meetings in the interest of District-wide improvement. Such guidelines may include that mutual interests of respect and non-intimidation should guide each member's participation on the Council. These meetings are not intended as a substitution for the Grievance Procedure.

Section 2. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

(A) Establishment of Committee

A Local Professional Development Committee ("LPDC" or "Committee") is hereby established in accordance with Ohio Revised Code Section 3319.22, to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. The LPDC will be responsible for determining whether course work proposed by a District teacher meets the requirements of the statute and Ohio Department of Education rules covering the standards and requirements for obtaining temporary, associate, provisional, and professional educator licenses.

(B) Term of Office

The initial term of office for the members of the committee shall be no less than three (3) years. Thereafter, the Committee shall establish a rotation of the term of office of its membership to prevent the necessity of replacing a majority of the Committee at any one time.

(C) Committee Composition and Selection

(1) The committee shall be comprised of six (6) members as follows:

Four (4) teachers

One (1) principal

One (1) other District employee

(2) One (1) teacher member shall represent each school, selected by the faculty of that school. The principal member shall be selected by the principals in the District. The other District employee member shall be appointed by the Superintendent.

(3) In the event of a vacancy, the committee member shall be replaced in accordance with Subsection (C)(2). The replacement shall serve the remainder of the vacant term.

(D) Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

(E) Decision Making

Committee meetings must have a quorum of the entire committee present. Both teachers and administrators must be present. Decisions shall be made by a majority vote.

(F) Training

(1) Members of the committee shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of the LPDC.

(2) If the training is available during the work day, the committee members shall be given paid release time to attend. If the training occurs outside the regular work day/work year, members shall be paid at their per diem, hourly rate for each hour involved, including travel time.

(3) LPDC training for committee members shall constitute appropriate "equivalent activities" for the purposes of the committee members' own individual development plans if they so decide by majority vote.

(G) Meetings and Compensation

(1) The LPDC shall meet as often as the members deem necessary to complete their work.

(2) LPDC members are to be paid a supplemental of 4% of the supplemental base.

(H) Appeals Process

The Committee will establish a process by which a teacher or administrator may appeal a decision of the committee, with guidance for the appeals process from the State Legislature and the State Department of Education.

ARTICLE XIV
COMPENSATION

Section 1. The salary schedules for the 2025-26 (Year One), 2026-27 (Year Two), and 2027-28 (Year Three) school years for the bargaining unit are attached hereto as Appendices C, D, and E.

(A) The following base increase to the salary schedules shall be applicable as follows:

2025-26	3% on base
2025-27	3% on base
2027-28	3% on base

(B) To be eligible in any year for increases, a teacher must have received an accomplished or skilled rating on his/her principal's evaluation applicable to that year. A bargaining unit member who receives a rating of developing or ineffective on his/her principal's evaluation applicable to that year: will not be eligible for the above-referenced increases; will remain on a prior year salary schedule; and will not be eligible to receive any horizontal schedule step increases for degree advancement (as set forth in Appendices C, D, and E).

(C) The supplemental compensation schedule (former Appendix F) was removed from the CBA as of this CBA, and that removal was memorialized in a Memorandum of Understanding that was signed on July 10, 2024 and became effective for the 2024-2025 school year, under the prior CBA.

(D) The principal's evaluation referenced above does not include Student Growth Measures and will be conducted annually. The District has not and will not establish quotas for the number of teachers who are rated accomplished, skilled, developing or ineffective.

(E) All eligible teachers will step based on the horizontal schedule step increases for degree advancement as set forth on Appendices C, D, and E.

Section 2. NEWLY HIRED TEACHERS.

Newly hired teachers will be placed on the District's Salary Schedules according to applicable law and the discretion of the Board and the Superintendent's recommendations, taking into consideration factors including but not limited to: the educational needs and priorities of the District; whether the position is hard to fill based on supply and demand of teachers; and the teacher's qualifications, teaching and other experience and academic training.

In those circumstances where the new hire would be placed on the salary schedule at a higher level than the level required by law, or as otherwise provided by this Agreement, the Superintendent will consult with the Organization President.

Section 3. Bargaining unit members shall receive compensation from their regular assignment in twenty-four (24) equal installments paid on the 5th and 20th of each month. If the 5th or 20th falls on a day that schools are scheduled to be closed (i.e. holiday or weekend), checks will be electronically deposited on the prior banking business day.

Annual installments will be on September 5th and end on August 20th.

The IHEPO President or his/her designee shall receive a current Training and Experience Grid on or about October 1 of each school year.

Section 4. The Board reserves the right to create co-curricular positions as needed, to offer and enter into supplemental contracts and to determine the salary therefore, consistent with the existing supplemental position plan, which utilizes the factors of time, equipment inventory, budget, student participation and leadership position on an agreed base. The Superintendent may, at his/her discretion, recommend to the Board of Education revision of supplemental compensation or its design, after consultation with the Organization President. The Board is not required to fill any co-curricular position. The co-curricular positions and supplemental compensation are described in Appendix F (non-athletics).

Section 5. Bargaining unit members who perform a co-curricular duty shall receive a written supplemental contract which shall describe the duties to be performed, the amount of compensation to be received, and the length of the contract.

Section 6. Seasonal or short-term supplemental contracts will be paid at the completion of the assignment of the individual's next pay day following Board approval for payment. If the assignment covers a full year, payment shall be made in (i) one (1) lump sum at year end or (ii) contract completion, (iii) two (2) or three (3) installments or (iv) on the same basis as payment under the limited or continuing contract at the discretion of the individual.

Section 7. If it is determined by the administration that bargaining unit members are not available and/or qualified to assume responsibility for an extracurricular position, the position may be offered to non-members of the bargaining unit.

Section 8. In addition to payroll deductions required by statute and by this Agreement the following payroll deductions are authorized as long as at least five (5) bargaining unit members participate in the deduction for which transmittal of funds and reports to a central source are required: credit union, tax sheltered annuities, disability insurance, cancer insurance, medical insurance premiums, United Appeal contributions, and city income taxes.

ARTICLE XV
INSURANCE

Section 1. DENTAL INSURANCE.

The Board will pay (85%) of the cost for single and/or family coverage of a basic dental health care program for full-time and part-time (50% or more) bargaining unit members. The benefits of any such program shall be substantially equivalent to or greater than those provided by the current carrier. The Board reserves the right to select the carrier or to self-insure for dental health coverage. Any optional dental plans desired by not less than five bargaining unit members shall be at the cost of the bargaining unit member. For those employees selecting the enhanced dental plan, the employee contribution will remain the difference between the Board contribution to the basic plan and the actual premium for the enhanced coverage.

Section 2. LIFE INSURANCE.

The Board will pay (100%) of the monthly premium of a group life insurance policy for each bargaining unit member. The face value of the policy will be the next highest multiple of five thousand dollars ($5,000.00) from the salary grid position of the bargaining unit member. No bargaining unit member will have less than a fifteen thousand dollars ($15,000.00) face value insurance policy. The Board reserves the right to select the carrier or self-insure for life insurance coverage.

Section 3. HEALTH INSURANCE.

The Board will provide a HDHP health insurance program, as follows, with the following Board-Employee contribution rates:

Plan	High Deductible Health Plan The deduction amount shall be adjusted each calendar year to reflect the minimum deductible permitted by the IRS for an embedded high deductible health insurance plan Spousal premium payment - $75.00/month
HDHP Plan	Board Share = 85% Employee Share = 15%

*Or the most closely comparable plan available.

The Board's share of the premium for the High Deductible Health Plan (HDHP) is eighty-five percent (85%) and the employee's share is fifteen percent (15%), provided any plan-covered employee and any plan-covered spouse must both complete the following two procedures: (1) a biometric screening and (2) a physical examination by a physician. The employee has until September 1 of the current plan year to complete both of these requirements and submit the proper paperwork to a third-party provider that will maintain all data collected. If the covered employee or covered employee's spouse fail to meet these requirements, the Board's share of the premium for the succeeding year will be eighty percent (80%) and the employee's share will be twenty percent (20%). These requirements must be completed each year to receive the fifteen percent (15%) employee premium.

A bargaining unit member enrolled in the HDHP shall receive a contribution into the bargaining unit member's health savings account ("HSA") in the following amounts:

Family - $3,000.00
Single - $1,500.00

In the event a bargaining unit member experiences a hardship, the bargaining unit member may request an advance on his/her HSA contribution. In order to request an advance, the bargaining unit member shall contact the Treasurer in writing.

The Board reserves the right to select the carrier and/or to self-insure health care coverage.

Section 4. The Board will provide liability insurance covering all bargaining unit members while performing duties related to their assignments. This insurance shall not cover travel either to or from the bargaining unit member's residence and his/her work site, but does include travel between work sites during the contractual day. The limits of liability for this coverage shall not be less than one million dollars ($1,000,000.00) each occurrence and five million dollars ($5,000,000.00) aggregate. The Board reserves the right to select the carrier for liability coverage.

Section 5. The Board of Education will maintain a flexible benefit plan (Indian Hill Exempted Village School District Section 125 Cafeteria Plan) providing for a Flexible Reimbursement Account for any bargaining unit member who wishes to establish such an account. The flexible benefit plan will be funded through payroll deductions.

Section 6. There is established an Insurance Advisory Committee composed of eleven (11) persons consisting of five (5) bargaining unit members of the IHEPO appointed by the IHEPO President and five (5) members designated by the Board of Education, one of which shall be the Treasurer or his/her designee (but no other members of administration). The District nurse shall also be a member of the Committee. The Insurance Advisory Committee will meet annually to review health insurance.

ARTICLE XVI
RETIREMENT

Section 1. All regularly employed bargaining unit members will be participants in the State Teachers Retirement System.

Section 2. Severance pay will be a one-time Lump Sum Payment to eligible bargaining unit members who retire under the rules of the State Teachers Retirement System and who have not less than ten (10) years of service with the District and State. Eligibility for severance pay will be determined as of the final date of employment.

Section 3. When severance pay has been granted, all remaining accumulated sick leave will be canceled.

Section 4. The amount of the severance pay benefit due a bargaining unit member shall be calculated by:

1. Multiplying the bargaining unit members' accumulated unused sick leave by one-fourth ($^1/_4$).

2. Multiplying the product times the highest daily rate of pay attained.

3. The amount of severance leave shall not exceed the equivalent of eighty-five (85) days.

4. In the event a bargaining unit member has utilized sick leave for birth or adoption, the member shall be credited for up to thirty (30) unused days in the employee's severance calculation.

Section 5. The Board will make available to the bargaining unit members the State Teachers Retirement System pick-up. The pick-up will be at no cost to the Board and is solely for the purpose of reducing current tax liability for bargaining unit members and will remain in effect as long as Section 414(h)(2) of the Internal Revenue Code of 1986 as amended (and rulings issued pursuant thereto) remains substantially unchanged. The bargaining unit member's annual compensation will be adjusted by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

Section 6. The pick-up percentage shall apply uniformly to all bargaining unit members. As a condition of employment, all bargaining unit members must agree to participate in the pick-up.

Section 7. All bargaining unit members will have their severance pay deposited into the Section 403(b) Plan in lieu of receiving a severance payment in cash. The Board shall not be responsible for any administrative fees or costs of implementing this provision of the collective bargaining agreement.

Any amounts exceeding the current annual 415 limit (or exceeding the sum of the 415 limit plus allowable catch-up contributions for those bargaining unit members who are age 50 or older by the last day of the taxable year) for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed for up to five (5) years beyond retirement until all severance owed has been paid to the bargaining unit member's account in the Plan. Future contributions will be paid in the first quarter of each year following retirement.

In the event of the death of a teacher prior to the receipt of all his/her severance payment, the balance due shall be paid to the estate of the teacher.

Section 8. A teacher will receive an additional one-time Lump Sum Payment of five hundred dollars ($500) if he/she meets all of the following eligibility criteria:

1) The teacher resigns his/her employment with the District for retirement purposes and retires through STRS effective no later than the end of the school year; and

2) The teacher delivers written notice of this resignation to the Superintendent or Assistant Superintendent so that it is received by the Superintendent or Assistant Superintendent no later than the close of business on February 1 of that school year; and

3) The teacher has not less than ten (10) years of experience with the District.

ARTICLE XVII
PERSONNEL FILES

Section 1. An Official Personnel File for each bargaining unit member shall be confidential and shall be maintained in the District Office. The responsible administrator may keep anecdotal notes on bargaining unit members, in a building Working File which may form the basis for evaluations, conference records or disciplinary actions contained in the Official Personnel File. A pay file shall be maintained in the Business Office for the purpose of maintaining necessary financial information. All individual files maintained or created under this Article pertaining to the bargaining unit member shall be made available for inspection by the bargaining unit member upon request. Requests for a file review shall not interfere with the duties and responsibilities of the bargaining unit member, the responsible administrator and/or those of District Office personnel. Best efforts will be made to grant the request to review within twenty-four (24) hours. All personnel files are subject to any applicable state or federal laws relating to public records and/or privacy.

Section 2. If a bargaining unit member has a disagreement with the documentation placed in his/her files, such as, but not limited to, timeliness, accuracy or relevancy, he/she may place a response in the respective file(s). Each bargaining unit member will be invited to see and to have the option to sign and date any material prior to its being placed into his/her Official Personnel File.

Section 3. Subject to Ohio public records law, individuals who shall have access to a professional staff member's personnel file(s) shall be limited to members of the Board of Education, the Superintendent, and other administrators who are directly involved in either the supervision of, or an employment decision concerning, a bargaining unit member.

ARTICLE XVIII
PROCEDURE FOR NEGOTIATIONS

Section 1. No less than sixty (60) calendar days prior to the expiration date of this Agreement, the parties shall meet in good faith for purposes of negotiating a new agreement.

Section 2. While negotiations are in progress, unless otherwise agreed upon by the parties:

1. Relevant data and supporting information, proposals and counter-proposals shall be presented.
2. Each party may recess at any time for an independent caucus.
3. No action to coerce or censor any participant in negotiations shall be made or implied by either side.
4. Periodic reports may be made by either party to its constituent body regarding the progress of negotiations. However, no news releases, community meetings, reports on negotiations to non-constituents, interviews with or statements to the media, or other informational dissemination shall be made by either party during negotiations unless by mutual agreement.
5. As tentative agreements are reached, they shall be reduced to writing and initialed indicating tentative agreement.
6. No details of tentative agreement shall be released by either party prior to ratification or approval.
7. All tentative agreements will be contingent on the entire contract.
8. During the course of negotiations, each party will submit its proposals, comprehensively written.
9. All meetings will be in executive session, at the time and place mutually agreed upon by both parties.

Section 3. When negotiations have been concluded, the agreement shall be reduced to writing and signed by representatives of both parties. The negotiated contract shall be presented to the Organization within eight (8) work days of the final negotiations session for ratification. Upon ratification by the Organization, written notice and ratification by the Organization shall be sent to the Board. At that time, the negotiated contract shall be placed on the agenda of the next regularly scheduled meeting of the Board for ratification. If no regular meeting of the Board is scheduled within fourteen (14) calendar days of receipt of the notice of ratification by the Organization, a special meeting shall be scheduled by the Board for ratification.

ARTICLE XIX
IMPASSE PROCEDURE

Section 1. Pursuant to Section 4117.14(C)(1)(f) of the Ohio Revised Code, the parties hereby agree that if they are unable to reach agreement on the terms of a new Agreement to replace this Agreement, they will at least fifteen (15) calendar days prior to the expiration date of this Agreement, submit the issues in dispute to a mutually agreed dispute settlement procedure which supersedes all of the procedures set forth in Section 4117.14 of the Ohio Revised Code, and which consists of mandatory mediation and conciliation of the issues before a mediator-conciliator mutually agreed to by the parties, who may be appointed by the Federal Mediation and Conciliation Service or by the State Employment Relations Board (SERB).

Section 2. The mediator-conciliator shall have no power to force either party to agree to any proposal or make any concession and shall have no power to establish or determine any wage or fringe benefit matter or any other term or condition of any Agreement to replace this Agreement, but shall only have the authority to mediate and conciliate the issues between the parties to assist the parties in freely arriving at a mutually acceptable Agreement.

Section 3. If, after a reasonable time, mediation and conciliation efforts are unsuccessful, either party may serve a written notice upon the other to terminate this Agreement, which shall be effective ten (10) days after receipt by the other party. During the ten (10) day period following receipt of such notice, the parties may agree to another alternative impasse procedure, or if such agreement is not reached by the expiration of the ten (10) day period, and a new collective bargaining agreement has not resulted, the provisions of Ohio Revised Code 4117.14(C)(1)(f) and the Ohio Administrative Code 4117-9-05 and 06 shall apply, beginning with the selection of a single fact-finder from a panel submitted by SERB.

ARTICLE XX

COMPLETE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Board and the Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the opportunity to bargain and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. The parties further agree that this instrument represents the entire and complete Agreement between them and supersedes any and all prior oral or written agreements or understandings between the Board and staff members covered by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement or which deal with subjects covered by this Agreement are superseded by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are not dealt with by this Agreement, and are not contrary to or inconsistent with the terms of this Agreement, but which are not expressly incorporated into this Agreement, shall continue in effect until changed or discontinued by the Board within its sole and exclusive discretion.

Section 3. Subjects covered by this Agreement shall supersede all statutory provisions dealing with the same subject matter.

ARTICLE XXI
SEVERABILITY

Section 1. In the event there is a conflict between a provision of this Contract and Ohio Revised Code Section 4117.10(A) or any applicable state or federal law, including the Constitution of the United States, or valid rule or regulation adopted by a federal agency, as determined by a court of competent jurisdiction, Ohio Revised Code Section 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision if validated by a court of competent jurisdiction. All other provisions of this contract which are not in conflict with Ohio Revised Code Section 4117.10(A) or federal law or valid rule or regulations adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract or addition to it relative to the affected provision within sixty (60) days by demand of either party.

Section 2. If, during the term of this Contract, there is a change in Ohio Revised Code Section 4117.10(A) or any applicable state or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract or addition to it relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE XXII

DURATION

Section 1. This Agreement shall be in effect from July 1, 2025 through June 30, 2028, but not thereafter unless renewed by mutual agreement of the parties or supplemented by a successor agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, after adoption and approval of this entire Agreement by the Board by resolution, pursuant to Section 4117.10(B) of the Ohio Revised Code, have set their hands and seals as of and effective July 1, 2024 in Hamilton County, Ohio.

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Nolan Marx

By: _____
Craig Sumerel

By: _____
Kirk Koennecke

By: _____
Mick Davis

By: _____

By: _____
William M. Deters-II
(Board Counsel)

INDIAN HILL EDUCATORS PROFESSIONAL ORGANIZATION

By: _____
Julie Pfeiffer

By: _____
Jennifer Theiss

By: _____
Wendy Silvius

By: _____
Jennifer Earhart

By: _____
Barbara Danver

By: _____
Niroshan M. Wijesooriya
(IHEPO Counsel)

Appendix A

FAMILY AND MEDICAL LEAVE POLICY

PURPOSE: To outline the conditions under which an employee may request time off under the Family and Medical Leave Act ("FMLA") without pay for a limited period with job protection and no loss of accumulated service provided the employee returns to work. The District has posted a notice regarding employees' rights and responsibilities under the FMLA, which is incorporated herein by reference.

1. DEFINITIONS

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to twelve weeks or for up to 26 weeks for military caregiver of unpaid leave during a 12-month period for certain reasons that are critical to the life of a family. Specifically, leave may be taken: upon the birth of the employee's child and to care for the newborn child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, or parent who has a serious health condition; when the employee is unable to perform the functions of his/her position because of a serious health condition; when the employee requires leave due to a qualifying exigency; or for military caregiver leave (see below Sections 4(C) and (D)).

For purposes of determining an employee's eligibility for leave, the 12-month period begins each July 1. The right to take a leave for the birth or placement of a child expires 12 months after the birth or placement of the child.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: inpatient care at either a hospital or other medical care provider; a period of incapacity of more than three consecutive full calendar days that also involves the continuing care of a health care provider; prenatal care; or continuing treatment by a health care provider for an incurable or serious chronic or long-term health condition. "Continuing treatment" consists of treatment by a health care provider in –person two or more times within 30 days of incapacity, unless extenuating circumstances exist, or treatment by a health care provider on one occasion in-person that results in a regimen of continuing treatment, where the first health care provider visit occurs within the first seven days of incapacity. An employee with a chronic serious health condition must visit a health care provider in-person at least twice a year.

2. ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve months in total within the previous seven years; must have worked at least one thousand two-hundred fifty (1250) hours during the twelve-month period preceding the commencement of the leave; and must be employed at a worksite where fifty (50) or more employees are employed within seventy-five (75) miles of that worksite.

Exception: If the employee on leave is a salaried employee and is among the highest paid ten percent of district employees (including administrators), and returning the employee to work following the leave would result in substantial and grievous economic injury to the district, reinstatement can be denied. Prior to any denial of reinstatement, however, the District will give the employee written notice of an opportunity to return to work.

3. NOTIFICATION AND REPORTING REQUIREMENTS

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice (normally thirty (30) days advance notice) and, for medical treatment, must make reasonable efforts to schedule leave so as not to disrupt District operations. If the need for leave is not foreseeable at least 30 days in advance, or is unforeseeable, the employee must notify the District as soon as practicable upon learning of the need for leave. Employees must follow the District's normal call-in and other procedures when requesting leave. If appropriate notice has not been given, leave may be denied until such notice is provided, or, in the case of an instructional employee requesting an intermittent or reduced work week leave, the employee may be required to take the leave in one (1) uninterrupted period.

In case of illness, the employee will also be required to report periodically on his/her leave status and intention to return to work. Such notification must be provided every thirty (30) days. Employees returning to work will be required to provide a doctor's certification releasing them to work.

4. BASIC REGULATIONS AND CONDITIONS OF LEAVE

A. The District will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent or to care for an injured or ill military service member (see Section 4(C) below). For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the District may require a second (2^{nd}) medical opinion and periodic recertification at its own expense. If the first (1^{st}) and second (2^{nd}) opinions differ, the District, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the District and the employee.

B. If medically necessary for a serious health condition of the employee or the employee's spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the District may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits. Instructional employees who request intermittent or reduced work week leave for planned medical treatment of the employee or family member or to care for an injured or ill military service member (see Section 4(C) below) which would require them

to be on leave more than twenty percent (20%) of the total number of working days during the leave period may be required to take leave in one (1) uninterrupted period.

C. An eligible employee is entitled to take up to 26 weeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness. Employees may take leave to care for an injured service member who is the employee's spouse, parent, child, or next of kin. A covered service member is a current member or covered veteran of the Armed Forces, including a member of the National Guard or Armed Forces Reserves, who has incurred or aggravated a serious injury or illness while in the line of duty. A "covered" veteran is a veteran discharged under conditions other than dishonorable within five (5) years prior to the date the leave begins. The District has the right to require that the eligible employee obtain certification from the covered service member's health care provider and to request of the eligible employee information about the service member's medical condition, whether it occurred in the line of duty, when it occurred, its probable duration, and the amount of time that the service member will require care.

D. An eligible employee is entitled to take up to 12 weeks of leave due to a "qualifying exigency" arising out of the fact that the employee's spouse, child, or parent is on, or has been called to active duty with the Armed Forces, including the National Guard or Armed Forces Reserves. A qualifying exigency includes: 1) short-notice deployment, defined as a call/order to active duty seven days prior to the date of deployment (limited to seven calendar days of leave beginning on the date the military member is notified of deployment); 2) military and activities related to call to active duty; 3) childcare and school activities (e.g. arrange for alternative childcare, provide childcare on urgent or immediate need basis, enroll child in new school or day care, attend meetings with school or day care staff); 4) make or update financial and legal arrangements; 5) counseling; 6) rest and recuperation (limited to fifteen (15) days per leave, up to 12 weeks in a 12-month period, to spend with military member on short-term leave); 7) post-deployment activities, defined as up to 90 days following termination of active duty status; 8) leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities (must be agreed to by both employer and employee).

E. If an employee fails to provide the required medical certification, or submits a medical certification form that is incomplete or insufficient, the District will advise the employee in writing as to what additional information is needed and give the employee seven calendar days to complete and return the form. The District reserves the right to the extent that right is provided by law to allow an administrator who is not the employee's supervisor to contact the employee's health care provider to obtain authentication and/or clarification if the employee fails to provide adequate information on the medical certificate after the District has properly advised the employee that the certification is deficient. The District may delay or deny an employee's request for FMLA leave due to the employee's failure to provide adequate information.

F. Spouses who are both employed by the District are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child.

G. Employees requesting a leave pursuant to this policy will be required to use any paid sick leave or vacation for which they are eligible. Employees must follow the District's paid leave policies with respect to the use of that leave in order to use paid leave.

5. STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

A. Medical benefit coverage will be maintained for an employee who is granted an approved leave of absence under this policy. Employees who wish to maintain dependent coverage during the leave must make the contributions for such coverage during the leave. Employees are encouraged to pre-pay such amounts but payments are otherwise due on a monthly basis. Failure to make the required payment may result in the termination of the dependent coverage.

B. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the District may recover from the employee the cost of any payments made to maintain the employee's medical benefit coverage, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other reasons beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

6. PROCEDURES

A. Completion of Request for Family and Medical Leave of Absence Form:

A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the Superintendent. (See attached copy of Request for Family and Medical Leave of Absence Form.) When possible, the form should be submitted at least thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: Sufficient medical certification stating (i) the date on which the serious health condition commenced; (ii) the probable duration of the condition; and (iii) the appropriate medical facts within the knowledge of the health care provider regarding the condition. The medical certification form can be obtained from the business office. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is unable to perform the functions of his/her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the reason why such leave is required, the

dates on which such treatment is expected to be given and the duration of such treatment must be stated.

7. LEAVES REQUESTED NEAR END OF ACADEMIC TERM

Instructional employees requesting a leave may be required to remain on leave through the end of the academic term if any of the following three (3) conditions apply:

A. The leave begins more than five (5) weeks before the end of the term, the leave will last at least three (3) weeks and the employee would return during the three-week period before the end of the term; or

B. The leave is for purposes other than the employee's own serious illness or a "qualifying exigency" (see Section 4(D) above), it begins during the five-week period before the end of the term, the leave will last more than two weeks, and the employee would return during the two-week period before the end of the term; or

C. The leave is for purposes other than the employee's own serious illness or a "qualifying exigency" (see Section 4(D) above), it begins during the three-week period before the end of the term, and the leave will last more than five working days.

Appendix A

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
REQUEST FOR FAMILY AND MEDICAL LEAVE OF ABSENCE

_____ _____

Employee Date of Application

_____ _____

Signature Building/Position

Indicate the type of Family Leave:

( ) Birth
( ) Adoption/Foster Care
( ) Personal Illness
( ) Family Member Illness (parent, spouse, child)
( ) Family Military Leave
( ) Military Caregiver Leave
( ) Qualified Exigency Leave

Reason for leave. Complete physician certification for pending leave other than for adoption/foster care.

_____

_____

_____

Effective date of leave: _____ Date of return: _____

_____

To be completed by the Superintendent:

Check appropriate box:

( ) **APPROVED** ( ) **DISAPPROVED**

If disapproved, state reason:

_____

_____

_____

_____ _____

Superintendent Signature Date

Appendix B

SICK LEAVE BANK

Section 1. PURPOSE

The purpose of the Sick Leave Bank is to give additional days of sick leave to a bargaining unit member who has donated a day to the Sick Leave Bank and who has donated a day during the most recent open enrollment period or as a new hire, used all his/her sick leave due to one of the conditions listed below and requires additional sick leave time. The granting of sick leave days would be for the following criteria:

- serious accidental injury,
- non-elective surgery,
- catastrophic illness

The Sick Leave Bank days may be used for either the bargaining unit member or a relative residing in the bargaining unit member's immediate household; or for a spouse, child, or parent, residing outside of the bargaining unit member's immediate household. Nothing in this Article is intended to expand or replace any bargaining unit member's rights under this collective bargaining agreement, the FMLA, or any other law.

Section 2. DONATION

Participation in the Sick Leave Bank shall be voluntary. Prior to October 1 of the first year of operation the Organization shall solicit one (1) sick day from the bargaining unit member's accumulated sick leave. All bargaining unit members will receive an intent form for the purpose of enrolling in the Sick Leave Bank. All bargaining unit members must return the intent form to the District Treasurer's office by October 1 of that school year to participate in the Sick Leave Bank. If less than forty-percent (40%) of the bargaining unit demonstrates a willingness to participate, the Sick Leave Bank will not become operational. Every year thereafter, new hires may join the sick leave bank by signing an intent form and returning the intent form to the District Treasurer by October 1. Beginning August 1, 2020 and occurring every three (3) years, employees who are not members of the Sick Leave Bank may choose to join by signing and submitting the intent form and donating two (2) sick days to the Bank.

When the bank is depleted below fifty (50) days, the Organization shall hold an open enrollment and solicit at least one (1) but not more than three (3) sick day(s) from all bargaining unit members. Any bargaining unit member who had not previously joined may join at any open enrollment time by signing and submitting the intent form. Bargaining unit members who do not donate a day at the most recent open enrollment period may not participate in the sick leave bank. Donated sick days will accumulate in the Sick Leave Bank and not be returned.

Section 3. NOTIFICATION

The District's Treasurer will be responsible for maintaining records pertaining to the Sick Leave Bank with the assistance of the IHEPO Treasurer. Donated sick days will be deducted in the second pay period after the enrollment period has ended.

Section 4. PARTICIPATION

A bargaining unit member is considered an active member of the Sick Leave Bank if they donated a sick day during the most recent open enrollment period or when first hired**.** A bargaining unit member must be an active member in order to be eligible to be granted sick leave days from the Bank**.** The maximum number of days an active member can receive during any school year is twenty (20). Days allotted from the Sick Leave Bank will be paid at 100% of the bargaining unit member's daily rate of pay. Sick days that are granted from the Sick Leave Bank may be voluntarily repaid at the rate of one (1) day per year, but repayment is not a requirement to continue membership in the Sick Leave Bank.

The days will be granted in the amounts determined by the Sick Leave Bank Committee. An active member may reapply for additional days up to the maximum allowed. The Sick Leave Bank Committee may not at any time grant or approve use of more sick leave days than have been donated to the Sick Leave Bank by bargaining unit members.

Section 5. APPLICATION

An active member may apply after knowing that they will use all of their available sick and personal leave days. However, the active member will not be able to withdraw days from the Sick Leave Bank until his/her own accumulated sick leave is exhausted. Application must be made on the proper form and be accompanied by a doctor's statement, or FMLA certification form which gives enough information for the committee to make a decision based on the criteria stated above. Each illness will be treated as a separate application. Pregnancy and/or childbirth without complications will not be considered eligible for Sick Leave Bank days. Utilization of the Sick Leave Bank for complications from pregnancy or childbirth may be approved. Days may not be granted for any period of disability when monies are paid to the bargaining unit member through disability coverage (e.g., STRS, workers' compensation, or otherwise). Applications for use of days to access the Sick Leave Bank are available from the District Treasurer and should be returned to that office. The District's Treasurer will then notify the Chair of the Sick Leave Bank Committee who will notify the members to convene.

In consideration for the benefit of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

> "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Committee and that all decisions of the Sick Leave Bank Committee will be final and binding and not

subject to the grievance and arbitration process. I further agree to abide by such decision and to defend, indemnify and hold harmless the Indian Hill Exempted Village School District, the Indian Hill Educators Professional Organization, and all of their employees and agents for any loss that may be sustained as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

Section 6. SICK LEAVE BANK COMMITTEE

A Sick Leave Bank Committee will be responsible for reviewing all applications. It will consist of three Indian Hill Educators Professional Organization members appointed by the President and two administrators including the District's Treasurer or designee and the Superintendent's designee. This committee will determine the number of days to be granted by majority vote. The decision of the Sick Leave Bank Committee will be final. An active member, if denied, may ask to meet with the Sick Leave Bank Committee to present additional information which the Committee may use to reconsider its decision. There will be no appeal process and the decision of the Sick Leave Bank Committee cannot be challenged through the grievance process - or otherwise. When, after meeting with the active member and receiving all additional information, the decision is to not grant the days from the Sick Leave Bank, the decisions are final. Personally identifiable medical information on the application form and from the applicant's physician will be confidential.

Appendix C

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT

2025-2026 CERTIFIED SALARY SCHEDULE

	BA	BA	BA+15	BA+15	MA	MA	MA+15	MA+15	MA+30	MA+30	DOCTORATE	DOCTORATE
STEP	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX
0	$49,218	1.0000	$51,679	1.0500	$54,140	1.1000	$56,601	1.1500	$59,062	1.2000	$60,292	1.2250
1	$51,679	1.0500	$54,140	1.1000	$56,847	1.1550	$59,308	1.2050	$61,769	1.2550	$62,999	1.2800
2	$54,140	1.1000	$56,601	1.1500	$59,554	1.2100	$62,015	1.2600	$64,476	1.3100	$65,706	1.3350
3	$56,601	1.1500	$59,062	1.2000	$62,261	1.2650	$64,722	1.3150	$67,183	1.3650	$68,413	1.3900
4	$59,062	1.2000	$61,523	1.2500	$64,968	1.3200	$67,429	1.3700	$69,890	1.4200	$71,120	1.4450
5	$61,523	1.2500	$63,983	1.3000	$67,675	1.3750	$70,136	1.4250	$72,597	1.4750	$73,827	1.5000
6	$64,938	1.3194	$67,439	1.3702	$71,435	1.4514	$73,930	1.5021	$76,431	1.5529	$77,676	1.5782
7	$67,439	1.3702	$69,934	1.4209	$74,181	1.5072	$76,677	1.5579	$79,177	1.6087	$80,427	1.6341
8	$69,934	1.4209	$72,434	1.4717	$76,928	1.5630	$79,428	1.6138	$81,923	1.6645	$83,173	1.6899
9	$72,434	1.4717	$74,929	1.5224	$79,674	1.6188	$82,174	1.6696	$84,670	1.7203	$85,920	1.7457
10	$74,929	1.5224	$77,430	1.5732	$82,425	1.6747	$84,921	1.7254	$87,421	1.7762	$88,666	1.8015
11	$77,430	1.5732	$79,925	1.6239	$85,172	1.7305	$87,667	1.7812	$90,167	1.8320	$91,418	1.8574
12	$79,925	1.6239	$82,425	1.6747	$87,918	1.7863	$90,418	1.8371	$92,914	1.8878	$94,164	1.9132
13	$82,829	1.6829	$85,339	1.7339	$91,112	1.8512	$93,622	1.9022	$96,133	1.9532	$97,388	1.9787
14	$85,339	1.7339	$87,849	1.7849	$93,873	1.9073	$96,384	1.9583	$98,894	2.0093	$100,149	2.0348
15	$87,849	1.7849	$90,359	1.8359	$96,635	1.9634	$99,145	2.0144	$101,655	2.0654	$102,910	2.0909
16	$88,947	1.8072	$91,486	1.8588	$99,278	2.0171	$101,803	2.0684	$104,332	2.1198	$105,597	2.1455
17	$88,947	1.8072	$91,486	1.8588	$101,143	2.0550	$103,688	2.1067	$106,227	2.1583	$107,497	2.1841
18	$88,947	1.8072	$91,486	1.8588	$102,565	2.0839	$105,110	2.1356	$107,650	2.1872	$108,919	2.2130
19	$88,947	1.8072	$91,486	1.8588	$103,939	2.1118	$106,483	2.1635	$109,023	2.2151	$110,293	2.2409
20	$88,947	1.8072	$91,486	1.8588	$105,366	2.1408	$107,906	2.1924	$110,445	2.2440	$111,715	2.2698
21	$88,947	1.8072	$91,486	1.8588	$106,734	2.1686	$109,279	2.2203	$111,818	2.2719	$113,088	2.2977
22	$88,947	1.8072	$91,486	1.8588	$108,157	2.1975	$110,701	2.2492	$113,241	2.3008	$114,511	2.3266
23	$88,947	1.8072	$91,486	1.8588	$109,530	2.2254	$112,074	2.2771	$114,614	2.3287	$115,884	2.3545
24	$88,947	1.8072	$91,486	1.8588	$110,854	2.2523	$113,393	2.3039	$115,933	2.3555	$117,208	2.3814
25	$88,947	1.8072	$91,486	1.8588	$112,124	2.2781	$114,663	2.3297	$117,208	2.3814	$118,478	2.4072
26	$88,947	1.8072	$91,486	1.8588	$112,124	2.2781	$114,663	2.3297	$117,208	2.3814	$118,478	2.4072
27	$88,947	1.8072	$91,486	1.8588	$113,890	2.3140	$116,450	2.3660	$118,999	2.4178	$120,279	2.4438

1) Movement to Columns 3, 4, and 5 requires a Master's Degree plus successful completion of the stated number of graduate hours.
2) Certified teaching assistants and certified tutors will be paid an hourly rate based on the 0 step of the salary schedule.
3) Two and one-half percent (2.5%) is added to the grid position for a Doctorate Degree in the area of certification and assignment. The Ph.D column uses the MA + 30 index multiplier.
4) See Article 14 for eligibility and other language.

Appendix D

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT

2026-2027 CERTIFIED SALARY SCHEDULE

	BA	BA	BA+15	BA+15	MA	MA	MA+15	MA+15	MA+30	MA+30	DOCTORATE	DOCTORATE
STEP	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX
0	$50,695	1.0000	$53,230	1.0500	$55,765	1.1000	$58,299	1.1500	$60,834	1.2000	$62,101	1.2250
1	$53,230	1.0500	$55,765	1.1000	$58,553	1.1550	$61,087	1.2050	$63,622	1.2550	$64,890	1.2800
2	$55,765	1.1000	$58,299	1.1500	$61,341	1.2100	$63,876	1.2600	$66,410	1.3100	$67,678	1.3350
3	$58,299	1.1500	$60,834	1.2000	$64,129	1.2650	$66,664	1.3150	$69,199	1.3650	$70,466	1.3900
4	$60,834	1.2000	$63,369	1.2500	$66,917	1.3200	$69,452	1.3700	$71,987	1.4200	$73,254	1.4450
5	$63,369	1.2500	$65,904	1.3000	$69,706	1.3750	$72,240	1.4250	$74,775	1.4750	$76,043	1.5000
6	$66,887	1.3194	$69,462	1.3702	$73,579	1.4514	$76,149	1.5021	$78,724	1.5529	$80,007	1.5782
7	$69,462	1.3702	$72,033	1.4209	$76,408	1.5072	$78,978	1.5579	$81,553	1.6087	$82,841	1.6341
8	$72,033	1.4209	$74,608	1.4717	$79,236	1.5630	$81,812	1.6138	$84,382	1.6645	$85,669	1.6899
9	$74,608	1.4717	$77,178	1.5224	$82,065	1.6188	$84,640	1.6696	$87,211	1.7203	$88,498	1.7457
10	$77,178	1.5224	$79,753	1.5732	$84,899	1.6747	$87,469	1.7254	$90,044	1.7762	$91,327	1.8015
11	$79,753	1.5732	$82,324	1.6239	$87,728	1.7305	$90,298	1.7812	$92,873	1.8320	$94,161	1.8574
12	$82,324	1.6239	$84,899	1.6747	$90,556	1.7863	$93,132	1.8371	$95,702	1.8878	$96,990	1.9132
13	$85,315	1.6829	$87,900	1.7339	$93,847	1.8512	$96,432	1.9022	$99,017	1.9532	$100,310	1.9787
14	$87,900	1.7339	$90,486	1.7849	$96,691	1.9073	$99,276	1.9583	$101,861	2.0093	$103,154	2.0348
15	$90,486	1.7849	$93,071	1.8359	$99,535	1.9634	$102,120	2.0144	$104,705	2.0654	$105,998	2.0909
16	$91,616	1.8072	$94,232	1.8588	$102,257	2.0171	$104,858	2.0684	$107,463	2.1198	$108,766	2.1455
17	$91,616	1.8072	$94,232	1.8588	$104,178	2.0550	$106,799	2.1067	$109,415	2.1583	$110,723	2.1841
18	$91,616	1.8072	$94,232	1.8588	$105,643	2.0839	$108,264	2.1356	$110,880	2.1872	$112,188	2.2130
19	$91,616	1.8072	$94,232	1.8588	$107,058	2.1118	$109,679	2.1635	$112,294	2.2151	$113,602	2.2409
20	$91,616	1.8072	$94,232	1.8588	$108,528	2.1408	$111,144	2.1924	$113,760	2.2440	$115,068	2.2698
21	$91,616	1.8072	$94,232	1.8588	$109,937	2.1686	$112,558	2.2203	$115,174	2.2719	$116,482	2.2977
22	$91,616	1.8072	$94,232	1.8588	$111,402	2.1975	$114,023	2.2492	$116,639	2.3008	$117,947	2.3266
23	$91,616	1.8072	$94,232	1.8588	$112,817	2.2254	$115,438	2.2771	$118,053	2.3287	$119,361	2.3545
24	$91,616	1.8072	$94,232	1.8588	$114,180	2.2523	$116,796	2.3039	$119,412	2.3555	$120,725	2.3814
25	$91,616	1.8072	$94,232	1.8588	$115,488	2.2781	$118,104	2.3297	$120,725	2.3814	$122,033	2.4072
26	$91,616	1.8072	$94,232	1.8588	$115,488	2.2781	$118,104	2.3297	$120,725	2.3814	$122,033	2.4072
27	$91,616	1.8072	$94,232	1.8588	$117,308	2.3140	$119,944	2.3660	$122,570	2.4178	$123,888	2.4438

1) Movement to Columns 3, 4, and 5 requires a Master's Degree plus successful completion of the stated number of graduate hours.
2) Certified teaching assistants and certified tutors will be paid an hourly rate based on the 0 step of the salary schedule.
3) Two and one-half percent (2.5%) is added to the grid position for a Doctorate Degree in the area of certification and assignment. The Ph.D column uses the MA + 30 index multiplier.
4) See Article 14 for eligibility and other language.

Appendix E

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT

2027-2028 CERTIFIED SALARY SCHEDULE

	BA	BA	BA+15	BA+15	MA	MA	MA+15	MA+15	MA+30	MA+30	DOCTORATE	DOCTORATE
STEP	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX
0	$52,216	1.0000	$54,827	1.0500	$57,438	1.1000	$60,048	1.1500	$62,659	1.2000	$63,965	1.2250
1	$50,173	1.0500	$57,438	1.1000	$60,309	1.1550	$62,920	1.2050	$65,531	1.2550	$66,836	1.2800
2	$52,562	1.1000	$60,048	1.1500	$63,181	1.2100	$65,792	1.2600	$68,403	1.3100	$69,708	1.3350
3	$54,952	1.1500	$62,659	1.2000	$66,053	1.2650	$68,664	1.3150	$71,275	1.3650	$72,580	1.3900
4	$57,341	1.2000	$65,270	1.2500	$68,925	1.3200	$71,536	1.3700	$74,147	1.4200	$75,452	1.4450
5	$59,730	1.2500	$67,881	1.3000	$71,797	1.3750	$74,408	1.4250	$77,019	1.4750	$78,324	1.5000
6	$63,046	1.3194	$71,546	1.3702	$75,786	1.4514	$78,434	1.5021	$81,086	1.5529	$82,407	1.5782
7	$65,474	1.3702	$74,194	1.4209	$78,700	1.5072	$81,347	1.5579	$84,000	1.6087	$85,326	1.6341
8	$67,896	1.4209	$76,846	1.4717	$81,614	1.5630	$84,266	1.6138	$86,914	1.6645	$88,240	1.6899
9	$70,324	1.4717	$79,494	1.5224	$84,527	1.6188	$87,180	1.6696	$89,827	1.7203	$91,153	1.7457
10	$72,746	1.5224	$82,146	1.5732	$87,446	1.6747	$90,093	1.7254	$92,746	1.7762	$94,067	1.8015
11	$75,174	1.5732	$84,794	1.6239	$90,360	1.7305	$93,007	1.7812	$95,660	1.8320	$96,986	1.8574
12	$77,596	1.6239	$87,446	1.6747	$93,273	1.7863	$95,926	1.8371	$98,573	1.8878	$99,900	1.9132
13	$80,416	1.6829	$90,537	1.7339	$96,662	1.8512	$99,325	1.9022	$101,988	1.9532	$103,320	1.9787
14	$82,853	1.7339	$93,200	1.7849	$99,592	1.9073	$102,255	1.9583	$104,918	2.0093	$106,249	2.0348
15	$85,290	1.7849	$95,863	1.8359	$102,521	1.9634	$105,184	2.0144	$107,847	2.0654	$109,178	2.0909
16	$86,355	1.8072	$97,059	1.8588	$105,325	2.0171	$108,004	2.0684	$110,687	2.1198	$112,029	2.1455
17	$86,355	1.8072	$97,059	1.8588	$107,304	2.0550	$110,003	2.1067	$112,698	2.1583	$114,045	2.1841
18	$86,355	1.8072	$97,059	1.8588	$108,813	2.0839	$111,512	2.1356	$114,207	2.1872	$115,554	2.2130
19	$86,355	1.8072	$97,059	1.8588	$110,270	2.1118	$112,969	2.1635	$115,664	2.2151	$117,011	2.2409
20	$86,355	1.8072	$97,059	1.8588	$111,784	2.1408	$114,478	2.1924	$117,173	2.2440	$118,520	2.2698
21	$86,355	1.8072	$97,059	1.8588	$113,236	2.1686	$115,935	2.2203	$118,630	2.2719	$119,977	2.2977
22	$86,355	1.8072	$97,059	1.8588	$114,745	2.1975	$117,444	2.2492	$120,139	2.3008	$121,486	2.3266
23	$86,355	1.8072	$97,059	1.8588	$116,201	2.2254	$118,901	2.2771	$121,595	2.3287	$122,943	2.3545
24	$86,355	1.8072	$97,059	1.8588	$117,606	2.2523	$120,300	2.3039	$122,995	2.3555	$124,347	2.3814
25	$86,355	1.8072	$97,059	1.8588	$118,953	2.2781	$121,648	2.3297	$124,347	2.3814	$125,694	2.4072
26	$86,355	1.8072	$97,059	1.8588	$118,953	2.2781	$121,648	2.3297	$124,347	2.3814	$125,694	2.4072
27	$86,355	1.8072	$97,059	1.8588	$120,828	2.3140	$123,543	2.3660	$126,248	2.4178	$127,605	2.4438

1) Movement to Columns 3, 4, and 5 requires a Master's Degree plus successful completion of the stated number of graduate hours.
2) Certified teaching assistants and certified tutors will be paid an hourly rate based on the 0 step of the salary schedule.
3) Two and one-half percent (2.5%) is added to the grid position for a Doctorate Degree in the area of certification and assignment. The Ph.D column uses the MA + 30 index multiplier.
4) See Article 14 for eligibility and other language.

Appendix F

LIMITED/CONTINUING CONTRACTS

A. Limited contracts shall be issued in the following sequence:

First contract……..One Year
Second contract…….One Year
Third contract……One Year
Fourth contract……..One Year or Two Years
All succeeding contracts……Two Years

B. Any bargaining unit member who becomes eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status at the regular renewal time of the existing limited contract in May.

C. In September of each school year a notice shall be provided to teachers informing teachers that a written application must be received by October 1 if the teacher becomes eligible for continuing contract status during the school year. Such application shall be submitted to the Superintendent. Failure to notify the Superintendent in writing may result in the issuance of an extended limited contract rather than a continuing contract in May. The provisions of this Appendix shall supersede the procedures for issuing an extended limited contract as provided in ORC 3319.11. A teacher applying for a continuing contract as stated above will be placed on an evaluation cycle under the evaluation procedure regardless of whether or not the teacher will have otherwise been required to be evaluated in that school year.

D. A member who is eligible for a continuing contract may be issued an extended limited contract for a one- or two-year duration. On or before the first day of June, said member must be provided written reasons, directed at professional improvement (based on their evaluation). This subsection shall replace and supersede the provisions of ORC 3319.11 with regard to employment under an extended limited contract.

E. Eligibility for continuing status is based on three factors: (1) the grade or "quality" of the teaching license held by the bargaining unit member; (2) the length of time the teacher has held an educator license; (3) the length of teaching service within the district.

1. For a teacher initially licensed <u>prior to January 1, 2011</u>, the licensure requirement for continuing contract eligibility is met if the bargaining unit member:

a. Holds a professional permanent, or life certificate or a professional, senior professional or lead professional educator and has completed either of the following:

(i) Master's degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in an area of a licensure related to the teaching field since the initial issuance of the certificate or license; or

(ii) If no Master's degree was had at the time of initially receiving a certificate or license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial license issuance.

(ii) Has been employed by the District for three of the last five years.

2. For a teacher initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the bargaining unit member:

a. Holds a professional, senior, or lead professional license;

b. Has held an educator's license for at least seven years and has completed either of the following:

(i) If the bargaining unit member did not hold a Master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issue of the license; or

(ii) If the teacher held a Master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure.

(ii Has taught in the District for three of the last five years.

3. If a bargaining unit member attained continuing contract status in a previous district, a bargaining unit member obtains continuing contract eligibility after the completion of two years of service with the District.