

**EXTENSION TO THE MASTER AGREEMENT BETWEEN  
THE HILLIARD CITY SCHOOL DISTRICT BOARD OF EDUCATION**

**AND  
THE HILLIARD EDUCATION ASSOCIATION**

12-18-15  
13-MED-09-1148  
0727-01  
K30241

The Hilliard City School District Board of Education ("the Board") and the Hilliard Education Association OEA/NEA ("the Association") hereby agree to supersede and replace their 2014-16 Master Agreement ("the 2014-16 Agreement") on the terms appearing below. Except as specifically indicated as changed, all of the provisions of the 2014-16 Agreement shall be maintained verbatim and remain in effect through June 30, 2018.

**ARTICLE 2 – NEGOTIATIONS PROCEDURE**

The last sentence of Section B, Paragraph 2 shall read "March 1" where "October 1" is currently referenced.

**ARTICLE 29 – SALARY**

Effective January 1, 2017, the base salary (Bachelor's degree at Step 0) on the teachers' salary schedule will be increased from \$40,710 to \$41,728. (See attached teacher Salary Schedule.)

**ARTICLE 34 - TUTORS**

Effective January 1, 2017, the Tutor Hourly Rate Schedule appearing in Section B will be increased as follows:

Step	Class II	Class III
0	27.09	27.98
1	27.98	29.18
2	29.18	30.14
3	30.14	31.14
4	31.14	32.28
5	32.28	33.34
6	33.05	34.24
7	34.17	35.07

**NEW - COMMITTEE ON SALARY SCHEDULE PLACEMENT**

A Salary Schedule Placement Committee shall be established for the purpose of examining issues related to appropriately placing current part-time and tutor employees, as well as outside applicants, on the appropriate negotiated Master Agreement salary schedule upon hiring into a Bargaining Unit position. Their work shall include, but not be limited to, researching practices from other district.

The Committee shall be comprised of four (4) persons appointed by the Superintendent/Designee and four (4) bargaining unit members appointed by the Association President.

The Committee shall hold its inaugural meeting no later than January 15, 2016 and shall determine the time and location of future meeting(s) prior to adjourning.

All decisions of the Committee shall be made using the consensus decision-making model, with joint recommendations being announced to the respective parties no later than April 8, 2016.

Once ratified by the Association and approved by the Board, the recommendations shall be incorporated into a Memorandum of Understanding that will expire on June 30, 2018.

### **NEW - COMMITTEE ON CLASS SIZE AND WORKLOAD EQUITY**

An exploratory Class Size and Workload Equity Committee shall be established for the purpose of considering issues including, but not limited to, class size, classroom facilities/equipment, equitable distribution of students with special needs, number of teacher preparations, and assignment of duties. The Committee shall be charged with collecting data regarding workload from bargaining unit members and administrators, soliciting suggestions, brainstorming possible solutions, and ultimately implementing practices that are educationally beneficial and conducive to learning.

The Committee shall be comprised of seven (7) persons appointed by the Superintendent/Designee and seven (7) bargaining unit members appointed by the Association President. The composition of the Committee will be representative of both elementary and secondary interests, including, but not limited to, special area teachers, tutors, related services, etc. Each party shall designate one (1) of its members to serve as Co-Chair of the Committee.

The Committee shall hold its inaugural meeting no later than December 18, 2015. The Committee Co-Chairs shall mutually agree to meeting dates/times and shall jointly prepare agendas, conduct the meetings, and distribute written minutes to members. Advance notice shall be made at least three (3) school days before a scheduled meeting with a tentative agenda for the meeting attached to the notice.

When noted in the minutes that additional follow-up information or data is required, such follow-up shall be transmitted in writing to all members of the Committee.

All decisions of the Committee shall be made using the consensus decision-making model, with joint recommendations being made to the respective parties.

Under no circumstances should data brought forth to the Committee, or resulting from the Committee's work result in a bargaining unit member's discipline or otherwise have an adverse impact on the educator's performance evaluation.

The Committee shall not have the authority to negotiate salaries/wages, hours, benefits, or other terms and conditions of employment.

### **MEMORANDA/LETTERS OF UNDERSTANDING**

The following Memoranda/Letters of Understanding currently in effect (see attached) shall remain in full force and effect until June 30, 2018, unless discontinued or altered by mutual agreement of the Board and the Association.

- LOU re: Article 12 dated June 3, 2015;
- MOU re: Student Educational Enrichment Activities dated May 15, 2015;
- MOU re: Article 3 dated November 20, 2013;
- MOU re: Article 9 dated February 12, 2015; and
- MOU re: OTEs dated November 20, 2015.



Hilliard City School District  
 Salary Schedule  
 Effective January 1, 2017

**Index Computation Base            41,728**

<b>Years Experience</b>	<b>ND</b>	<b>BACH</b>	<b>BA+</b>	<b>MASTER</b>	<b>MA+</b>
0	36,299	41,728	44,231	46,735	49,239
1	37,805	43,459	46,067	48,675	51,283
2	39,374	45,262	47,979	50,695	53,412
3	41,010	47,140	49,969	52,798	55,627
4	42,713	49,097	52,043	54,989	57,935
5	44,486	51,133	54,204	57,271	60,338
6	46,330	53,257	56,453	59,650	62,842
7	48,254	55,469	58,794	62,124	65,450
8	50,257	57,772	61,235	64,703	68,166
9	52,343	60,171	63,777	67,390	70,996
10	54,517	62,667	66,422	70,186	73,942
11	56,779	65,266	69,180	73,099	77,013
12	59,137	67,975	72,051	76,132	80,209
13		70,795	75,043	79,291	83,535
14		73,733	78,156	82,583	87,002
15		76,792	81,398	86,009	90,616
20		79,980	84,778	89,577	94,376
23		83,297	88,296	93,295	98,290

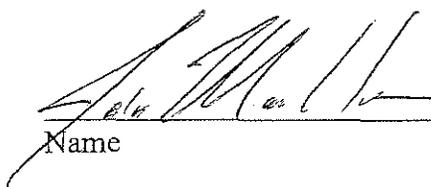
**LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into by and between the Hilliard City School District Board of Education ("Board") and the Hilliard Education Association ("Association") to correct an inadvertent printing error that occurred in the preparation of the parties' 2014-2016 collective bargaining agreement ("the 2014-2016 Agreement").

Specifically, in preparing the 2014-2016 Agreement certain parts of Article 12 were inadvertently omitted. To correct this error, the parties now agree that the true Article 12, in its entirety, reads as shown in the attached Exhibit A. The parties further agree that the attached Exhibit A supersedes and replaces the erroneous form of Article 12 that appears in the text of the 2014-2016 Agreement.

This Letter of Understanding shall automatically expire upon expiration of the parties' 2014-2016 Agreement.

FOR THE BOARD

 6/5/15  
Name Date

SUPERINTENDENT  
Title

FOR THE ASSOCIATION

Mary Kennedy 6-3-15  
Name Date

HEA President  
Title

## ARTICLE 12

### VACANCIES AND TRANSFERS

#### A. Posting

1. All regular and supplemental contract vacancies and new positions shall be posted in the Board office, in the HR posting folder in District email, and each school building no later than one (1) week after the vacancy occurs. The position shall remain open for five (5) working days after it is posted in the Board office except in cases of emergency. For purposes of this section, emergency shall be defined as a bargaining unit member leaving his/her teaching position between July 10th and the beginning of the next school year without providing the Superintendent with at least ten (10) days prior written notification.
2. All regular postings shall include location and alternative hours if appropriate and available.
3. During the summer, the posting of vacancies and new positions shall be required in the Board office and in the HR posting folder in District email.
4. The Association President will be provided a copy of all job vacancy notices, including new postings.

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

1. Voluntary transfer may be initiated by filing a written request with the Superintendent or his/her designated representative. The annual "Intention Form" may be used to initiate a request for a voluntary transfer.
2. Bargaining unit members who meet job qualifications as determined by the Board shall be given priority consideration for the vacant position. This provision shall not limit the Board's discretion to interview other applicants or limit its discretion in hiring personnel.
3. Bargaining unit members who have applied for a vacancy in writing that requires Board action shall be notified of the recommendation in writing prior to Board action to fill that vacancy. If Board action is not required, the Superintendent shall notify in writing all members who have applied for the vacancy of the intended action prior to filling the vacancy. An applicant whose transfer request is denied shall be entitled, if requested, to a conference with the Director of Human Resources and/or the Assistant Superintendent at which the circumstances surrounding the denial will be explained. The applicant may choose to be accompanied to the conference by an Association representative.
4. The Superintendent and Board shall determine when a vacancy exists and whether it shall be filled.

#### C. Involuntary Transfer and Reassignment

1. When the Superintendent determines an involuntary transfer and/or reassignment is necessary, the bargaining unit member concerned shall be notified in writing of the transfer and the reason(s) for the transfer at the earliest date possible. Upon request, the member may meet with the Superintendent to discuss the reason(s) for the involuntary transfer or reassignment.
2. Should any vacancy occur in a building from which a bargaining unit member has been involuntarily transferred, that member may apply for the vacancy and shall be given priority consideration until the first duty day of the school year following the involuntary transfer, provided the member holds proper certification/licensure for the vacancy. A member's refusal to return to the first available position for which he/she is qualified would automatically terminate this option.

3. Involuntary transfers which occur because of staff reductions caused by declining enrollment or other personnel reductions in a program shall be in reverse order of seniority as defined in Article 16, Reduction in Force, unless the Superintendent determines that it is necessary to deviate there from because of the educational needs of students and the needs and interests of the school system. Involuntary transfers for other reasons shall not be subject to this provision.
4. No teacher will be involuntarily transferred into a position whose regular hours begin prior to "0" period or whose regular hours end after the end of the work day of the elementary school with the latest teacher dismissal time. It is understood that the teacher's regular hours will be consecutive and not split into separate segments.

**D. Elimination of Positions**

1. When a position is to be eliminated, the least District seniored bargaining unit member in that building, in the affected grade level or department, will be the member to be transferred.
  2. If a vacancy exists within that building for which the bargaining unit member mentioned in item 1. holds proper certification/licensure, then, at the member's option, he/she shall be assigned that position.
  3. If no vacancy exists within that building for which the bargaining unit member is certified/licensed, then, at the member's option, that member may replace the least District seniored member in the same areas of certification/licensure in that building.
  4. The least District seniored bargaining unit member being bumped from a position will be placed in a vacant position of his/her choice for which he/she is certified/licensed.
  5. For the meaning of the term "building", as used in this Section, see Appendix 'K'.
- E.** The Superintendent shall have the final decision on all transfers and reassignments.
- F.** Where staffing of an existing school is split and/or a new school is opened, the Administration and Association shall meet and consult in advance for the purpose of attempting to resolve to their mutual satisfaction how staffing will be implemented and other transitional issues.
- G.** Bargaining unit members authorized by the Administration to pack or unpack materials and/or equipment to be moved to another building shall be compensated at the rate of \$9.00 per hour. To qualify for pay, the member must have prior written authorization from the Superintendent stating: the number of hours to be worked; the beginning and ending date of when the work is to be performed; and a description of the materials and equipment to be packed. The member shall, within two (2) weeks of his/her submission of a form indicating the days and hours worked, receive a lump sum separate check for the authorized work.

**MEMORANDUM OF UNDERSTANDING  
STUDENT EDUCATIONAL ENRICHMENT ACTIVITIES**

This MOU is entered into between the Hilliard City School District Board of Education (District) and the Hilliard Education Association (HEA) and shall be effective upon the signature of each party.

The parties hereby recognize the following:

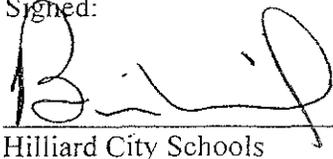
- There currently exists a practice by which HEA members utilize school facilities during non-working hours to engage students in educational enrichment activities for private pay.
- The District has decided to discontinue this practice effective with the 2014-2015 school year.
- The students of Hilliard City Schools benefit from these educational enrichment activities and there exists a convenience with holding such activities on school property utilizing the appropriate school facilities.
- Terms and conditions of HEA members' employment, including compensation, implicate bargaining issues and the parties mutually desire to create a system in which the activities can continue to be offered without legal entanglements.

The parties hereby agree to incorporate the following into the Master Agreement:

- **PURPOSE:** A standing Student Enrichment Activity Committee shall be established for the purpose of determining a process for and compensation of teacher-led activities which the District has agreed to offer as part of the NEXT Program.
- **COMPOSITION:** The Committee shall be comprised of six members: three appointed by the HEA president and three appointed by the Superintendent. HEA shall determine the term of office for HEA members serving on the Committee.
- **MEETINGS:** The Committee shall hold its inaugural meeting no later than May 30, 2014, at which time the Committee shall select one member of the HEA and one member of the administration to serve as co-chairs. Thereafter, the co-chairs shall jointly determine the date, time, and location of future meetings. It is understood that the Committee's work is on-going. Therefore, the Committee shall meet on a regular basis, as needed, but no less than twice per school year.
- **COMPENSATION:** HEA committee members shall be paid a stipend of \$160 per day or be provided release time. For purposes of this MOU, a "day" is defined as 6-8 hours outside of the member's regularly scheduled workday.
- **AUTHORITY:** The Committee shall establish a Plan of Operation which may include such tasks as: disseminating general information to HEA members, soliciting activity suggestions, and creating the application and review processes. It is understood that the District shall be the sole decision-maker when determining whether to offer an activity and/or whether to cancel an activity due to lack of sufficient interest. When determining a compensation rubric for approved activities, the Committee shall consider factors such as: size of group, length and number of sessions, as well as preparation time. Decisions of the Committee shall not be subject to the grievance/arbitration procedure outlined in the Master Agreement.
- **RECOMMENDATIONS:** The Committee shall develop written recommendations using the consensus decision-making process. The Committee's recommendations for a teacher compensation rubric shall be submitted to the HEA for ratification and the Board for approval prior to implementation during the 2014-2015 school year.

This MOU shall expire contemporaneously with the expiration of the parties' current Master Agreement unless otherwise mutually agreed. It is understood that the parties intend to incorporate into the successor Agreement all Committee recommendations which are duly approved during the course of this MOU.

Signed:

  
Hilliard City Schools                      6/18/14  
Date

  
Hilliard Education Association                      5/15/14  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN HILLIARD EDUCATION ASSOCIATION  
AND THE HILLIARD CITY SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Understanding is entered on this 20<sup>th</sup> day of November, 2013, by and between the Hilliard Education Association (hereinafter the "Hilliard EA") and the Hilliard City School District Board of Education (hereinafter the "Board of Education").

**WHEREAS**, Hilliard EA and the Board of Education are parties to a collective bargaining agreement the effective dates of which are January 1, 2014 through December 31, 2016 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, Article 3, paragraph N provides the following, in part:

*Release time under this Section for the Association President will be carried forward into the succeeding school year only if mutually agreed by the Board and Association by not later than the immediately preceding January 20. The absence of such a mutual agreement is not grievable under Article 18 of this Agreement or otherwise subject to challenge.*

**IT IS NOW THEREFORE AGREED:**

1. The language in Article 3, Paragraph N regarding mutual agreement (supra) shall be suspended for the duration of the 2014-2016 Agreement;
2. Said language shall automatically sunrise effective December 31, 2016; and
3. Either party may choose to raise this issue as an item while bargaining a successor agreement.

**HILLIARD CITY SCHOOL  
DISTRICT BOARD OF EDUCATION**

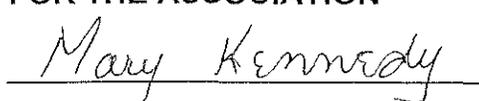
**HILLIARD EDUCATION  
ASSOCIATION**

**FOR THE BOARD**



11/20/2013  
Date

**FOR THE ASSOCIATION**



11-20-13  
Date

## MEMORANDUM OF UNDERSTANDING

This MOU entered into between the Hilliard City School District Board of Education ("Board") and the Hilliard Education Association ("HEA") shall be effective upon the signature of the parties, and shall expire on December 31, 2016.

The parties hereby agree to amend Paragraph C(3) of Article 9 "School Calendar" to read as follows:

3. Effective July 1, 2014, up to ~~two (2)~~ **three (3)** waiver days during the school year will be used for professional learning activities (Building and District Initiative)

The Board and HEA acknowledge that this Memorandum of Understanding is in no way precedent setting or binding on either party in future matters.

Lerlio A. McNaughton 2/12/2015      Mary Kennedy 2/12/15  
For the Board of Education      Date      For the Association      Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN HILLIARD EDUCATION ASSOCIATION  
AND THE HILLIARD CITY SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Understanding is entered on this 20th day of November, 2013, by and between the Hilliard Education Association (hereinafter the "Hilliard EA") and the Hilliard City School District Board of Education (hereinafter the "Board of Education").

**WHEREAS**, Hilliard EA and the Board of Education are parties to a collective bargaining agreement the effective dates of which are January 1, 2014 through December 31, 2016 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Board of Education has received a grant from the Race to the Top Program which requires the parties to implement a new teacher evaluation procedure for teachers; and

**WHEREAS**, the Ohio Teacher Evaluation System (hereafter referred to as OTES) is different from the current evaluation procedure contained in the Agreement.

**IT IS NOW THEREFORE AGREED** as follows:

1. The Hilliard OTES model shall be the instrument approved and provided by the Ohio Department of Education. The Board of Education shall utilize OTES for all evaluations for teachers and tutors engaged in instruction for at least fifty percent (50%) of the time providing content-related student instruction.
2. For other bargaining unit members not meeting the above definition, the Board of Education shall utilize the model that is currently in use for the evaluation of those members.
3. The timelines and procedures for evaluations for OTES evaluated teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112. For non-instructional members, the timelines and procedures shall be set by the joint evaluation committee.
4. All evaluators of OTES teachers shall be licensed administrators employed by the Board of Education who have been credentialed through the Ohio Department of Education. OTES evaluated teachers will be evaluated by an administrator of the building in which the teacher instructs or a Central Office staff member.
5. Walk throughs may be utilized for OTES teachers. The walk through shall be documented through the district designed walk through tool. Walk throughs may be used for non-OTES evaluated members, however, they shall not become part of the evaluation.

6. The number of observations for each evaluation for OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112. A pre-observation conference shall be held before each formal observation. A post-observation conference shall be held after every formal observation.
7. The Student Growth measures, and the percentages for use of each Student Growth measure, shall be determined by the District in collaboration with the joint evaluation committee.
8. The student assessment portions of the OTES evaluation system will not be used in any respect for the purpose of making decisions relating to the retention, promotion, removal or reduction of bargaining unit members during the term of the current collective bargaining agreement.
9. Teacher performance assessments shall be based on evidence provided by the bargaining unit member, the formal observations by the assigned evaluator, and, for OTES teachers, the walk throughs. In implementing performance assessments, electronic and video devices may be used by the bargaining unit member to provide evidence. The results and conclusions of performance assessments shall be documented and supported by evidence. If the teacher disagrees with any part of the performance assessment, the teacher may file a written rebuttal, which will be attached to the assessment.
10. All other provisions of the Agreement will remain current contract language.
11. This Memorandum shall become effective upon ratification by the Board and Association. The terms of this memorandum will expire with the current collective bargaining agreement on December 31, 2016 unless superseded by a subsequent memorandum of understanding or other agreement. However, in the event of legislative action by the Ohio General Assembly that impacts this MOU in any way, the parties shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire Agreement.

HILLIARD CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

HILLIARD EDUCATION  
ASSOCIATION

FOR THE BOARD



11/20/2013  
Date

FOR THE ASSOCIATION



11-20-13  
Date