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**MASTER CONTRACT**

between the

**HAMILTON COUNTY EDUCATIONAL  
SERVICE CENTER GOVERNING BOARD**  
(Hamilton County)

and the

**HAMILTON COUNTY EDUCATION ASSOCIATION**  
an affiliate of the  
OHIO EDUCATION ASSOCIATION  
and the  
NATIONAL EDUCATION ASSOCIATION

Effective:  
**JULY 1, 2006 through JUNE 30, 2009**

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STATE EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE 1 - RECOGNITION**

The Hamilton County Educational Service Center Governing Board, hereinafter referred to as the "BOARD", recognizes the Hamilton County Education Association, as affiliated with the Ohio Education Association, hereinafter referred to as the "ASSOCIATION" as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all full-time and regular part-time certificated employees but excluding all non-certificated employees, casual substitutes, superintendent, treasurer, assistant superintendent(s), division directors, department coordinators, program supervisors and all other confidential, management and supervisory employees and all other employees for which Hamilton County Educational Service Center serves as fiscal agent.

## **ARTICLE 2 - NEGOTIATION PROCEDURES**

### **2.01 INITIATING NEGOTIATIONS**

- 2.0101 All requests to initiate negotiations shall be made in writing. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed to the Association President. The written request for negotiations shall include a statement of the matters to be discussed and three (3) suggested initial meeting dates.
- 2.0102 The written reply shall be sent by the receiving party within ten (10) calendar days of receipt of said request. This letter shall include an acceptance of one of the three proposed meeting dates or an alternative date and time.
- 2.0103 All negotiations shall be in accordance with the provisions of this contract or as determined by mutual agreement.

### **2.02 NEGOTIATION SESSIONS**

- 2.0201 The parties shall meet at a time and place established under Section 2.01 of this Article for the first negotiation session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.
- 2.0202 At the first meeting, the parties shall present their specific negotiation proposals and explain them to each other. No new or additional negotiation issues shall be submitted by either party without the consent of the other party.

2.03 **NEGOTIATION TEAMS**

Each team shall be made up of not more than six (6) people of the parties' choice. Each team shall designate a chairperson.

2.04 **INFORMATION**

The designated representatives of the Board and the Association agree to make available to each other upon written request and within ten (10) calendar days all available public information on issues being negotiated. The parties may call upon competent consultants to provide input and/or presentation on issues being negotiated. If one of the parties wishes to have a consultant address the bargaining teams, that party shall give the other party at least five (5) calendar days notice of the identity of the consultant and the subject area that will be discussed. The expense and cost of any consultant shall be paid by the party utilizing the consultant.

2.05 **CAUCUSES**

Either party shall have the right to recess for independent caucuses at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

2.06 **ITEM AGREEMENT**

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

2.07 **AGREEMENT**

When an agreement is reached by the teams that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its constituency the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the Association President. Upon receipt of notification that the Association has ratified the agreements, the Board shall meet within fourteen (14) calendar days to consider the approval or non-approval of the tentative agreement. Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this contract. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-

membership in the Association.

2.08

**IMPASSE**

- 2.0801 In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiations session, either team may declare impasse on all issues being negotiated except that the teams may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures of the individual parties.
- 2.0802 If an impasse is declared, the spokesperson of the bargaining team declaring impasse shall contact the Federal Mediation and Conciliation Service and request the appointment of a mediator. If a federal mediator is not readily available, the parties shall contact one of the following to act as mediator (William Heekin, David Stanton, Frank Keenan, John Murphy or Donald Russell). If a settlement is not reached within thirty (30) days of the first bargaining session with the mediator present, the impasse procedures of this contract shall be deemed to have been completed and an impasse shall exist.
- 2.0803 If an impasse exists as described above, the Association shall present the final offer of the Board to its membership for a vote. Every person included in the Association shall have the right to vote on the Board's final offer. The vote on said final offer shall be conducted by written secret ballot. If the final offer of the Board is not rejected by at least a majority vote of the total number of persons in the Association, then the final offer of the Board shall be binding on the Association and included in the contract between the Board and the Association.
- 2.0804 If an agreement is not reached upon completion of mediation, and, after the Association's vote on the Board's final offer, then the Association may exercise its right to strike provided it complies with the requirements to do so pursuant to Section 4117 of the Ohio Revised Code and the Board may implement its final offer. The Board may exercise any and all rights provided to it under Chapter 4117 of the Ohio Revised Code.
- 2.0805 The impasse procedures contained in this provision shall supersede and replace the impasse procedures contained in Chapter 4117.14 of the Ohio Revised Code, with which it may be in conflict.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

#### **3.01 PURPOSE**

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

#### **3.02 DEFINITIONS**

3.0201 Grievance - A grievance is defined as a misinterpretation or misapplication of the terms of this Contract.

3.0202 Grievant - Shall mean the Association or employees initiating a grievance.

3.0203 Appropriate Supervisor - For purposes of the grievance procedure shall mean the lowest level administrator having the authority to resolve the grievance.

3.0204 Day - Day shall mean calendar day.

#### **3.03 STEP ONE**

3.0301 A grievant shall have the right to file a written grievance with the immediate supervisor. If said grievance is not filed within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant shall have waived his/her right to file a grievance. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and shall reference the specific provision of the contract allegedly violated. The grievant shall have the right to request a hearing before the supervisor at this level. If requested, the hearing shall be at a time mutually agreeable to the grievant and the supervisor. The grievant may be accompanied by a representative of the employee's choice at the hearing and if the grievant is so represented, the supervisor may likewise have an employee of the District as an observer at said hearing.

3.0302 The supervisor shall take action on the grievance within seven (7) days after receipt of said grievance or if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the supervisor and sent to the grievant.

3.04 **STEP TWO**

- 3.0401. If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or designee who shall not be the supervisor who heard the grievance at Step 1. Failure to file such appeal within seven (7) days of receipt of the written decision of the supervisor shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented by a representative of the Association and the supervisor may be represented by a person of his choice.
- 3.0402 The Superintendent or designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of the hearing or within seven (7) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the supervisor.

3.05 **STEP THREE - ARBITRATION**

- 3.0501 Within seven (7) days of receipt of the Step 2 response, or if the Superintendent fails to file a timely response at Step 2, the Association may appeal the grievance to arbitration by notifying the Superintendent of its intention to appeal to arbitration.
- 3.0502 The arbitrator shall be selected by the parties from a three (3) person panel to be used on a rotating basis. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association. The cost for the arbitrator shall be shared equally by the parties.
- 3.0503 The three (3) arbitrators to be selected are as follows:
1. Michael Paolucci
  2. Charles Adamson
  3. Mitchell Goldberg

3.06 **MISCELLANEOUS**

- 3.0601 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 3.0602 The grievant and his/her representative shall be permitted to attend a grievance meeting or hearing with no loss of pay or benefits.
- 3.0603 The grievance may be withdrawn by the grievant at any time without prejudice or record.
- 3.0604 Records of grievances shall be kept confidential to the extent permitted by law.
- 3.0605 If the grievant wishes to be represented by a person not provided by the Association, an Association representative will be permitted to attend any grievance hearing as an observer.
- 3.0606 The number of days indicated in each step in the procedure shall be the maximum and may be extended only by written mutual consent of the parties.
- 3.0607 Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the Board to comply with the timelines contained herein shall result in the grievance being automatically advanced to the next level of the grievance procedure.
- 3.0608 Grievance forms shall be exhibited in the appendix of this Contract.
- 3.0609 The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

**ARTICLE 4 - COMPLAINT PROCEDURE**

- 4.01 Members of the bargaining unit shall be notified in a timely fashion of verbal or written complaints which an administrator/supervisor intends to investigate and/or which could lead to disciplinary action.
- 4.02 As part of the investigation, the administrator shall meet with the employee to obtain his/her position on the matter prior to the issuance of any written report. Any individual wishing to make a complaint will be advised that he/she must initiate the complaint with the employee's supervisor. If the individual insists on

addressing the Board prior to the completion of the investigation, the Board shall listen to the person in executive session but take no action and direct that the individual's complaint be processed beginning with the employee's supervisor.

- 4.03 The employee shall be entitled to an Association Representative during the process.
- 4.04 This provision does not apply to complaints initiated by other administrators which will be included as part of the member's evaluation.

#### **ARTICLE 5 - DISCIPLINE**

- 5.01 Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:
- 5.0101 First Violation - A written reprimand will be issued.
- 5.0102 Second Violation - A suspension from duties without pay by the Superintendent or Superintendent's designee, but with benefits to a maximum of ten (10) workdays.
- 5.0103 Serious situations or repeat violations may result in termination.
- 5.02 This provision shall not prevent the Board from exercising its right to nonrenew the limited contract of a teacher. Nonrenewals and terminations are not grievable, but a suspension will be grievable and must be for cause.
- 5.03 This provision is in conflict with Section 3319.16 of the Ohio Revised Code, and shall supersede and replace Section 3319.16 of the Ohio Revised Code.

#### **ARTICLE 6 - MEMBERS RIGHTS**

- 6.01 Members will not be required to transport students in their own vehicles. If they are directed to do so, then the Board's own liability insurance shall provide coverage. (Memorandum of Understanding to follow)
- 6.02 An employee shall be entitled to Association representation at any meeting which may result in disciplinary action. However, evaluation meetings are not disciplinary in nature pursuant to this provision and, therefore, an employee is not entitled to representation at a meeting concerning and/or discussing the

employee's evaluation, as this meeting will be held exclusively by and between the employee and the evaluator. For the purposes of this provision, evaluator is defined as the individual or individuals who are providing input into the evaluation. The employee will be given notification if other administrators will be in attendance, in addition to the administrator conducting the evaluation.

- 6.03 Honorariums or other compensation received outside the scope of employment shall be the property of the bargaining unit member.
- 6.04 A teacher or speech pathologist who is primarily responsible for the development of at least six (6) IEP(s) shall be provided one (1) release day with pay per year for the purpose of developing IEPs. An additional one (1) release day with pay per year will be provided for a teacher or speech pathologist responsible for the development of twenty (20) or more IEPs. A release day shall not be counted as or occur on a parent conference day.
- 6.05 Speech-Language therapist will be provided one-half (1/2) day per week without student assignment for coordination duties such as but not limited to parent conferences, preparation time, special testing, conferences (IEP meetings) and report writing.
- 6.06 Communicable Disease - An employee who has been exposed to or who contracts a communicable disease shall be treated no differently than an employee with any other contagious medical disability.

#### **ARTICLE 7 - PERSONNEL FILES**

- 7.01 A personnel file of each member of the bargaining unit shall be maintained at the Board office. This file shall be considered confidential except to the extent that its contents are determined to be a public record. If a member wishes to review his/her file, he/she shall make a request to the Superintendent or designee. The member may review the file within twenty-four (24) hours of the request in the presence of the Superintendent or designee during regular office hours of the Board. The following persons may review the personnel file of a member of the bargaining unit:
- A. Board Members
  - B. Superintendent

- C. Administrators and supervisors employed by the Board and those who are not employed by the Board but who are administrators in the building to which the employee is assigned and who have an employment-related reason for doing so.
  - D. Treasurer
  - E. Administrative Secretaries on a need-to-know basis.
- 7.02 A member shall have the right to reply to derogatory material and a written statement shall be attached to the material it is rebutting.
- 7.03 Material concerning the member's performance which might be considered derogatory shall be shown to the member prior to it being placed in the file. The member shall sign and date it indicating that he/she has seen it. By signing the material, the employee shall not be indicating agreement with the contents of the material. If the member refuses to sign it, the document may be placed in the member's file without his/her signature.
- 7.04 An employee shall be entitled to a copy of any material in his/her file.
- 7.05 At the request of an employee and with the consent of the Superintendent or designee, derogatory material contained in an employee's file may be removed after three (3) years provided no similar derogatory incident has occurred during that period of time. This provision does not apply to evaluations.

#### **ARTICLE 8 - POSTING OF VACANCIES**

- 8.01 The Board routinely accepts applications for administration, teaching and pupil service positions and will post all vacancies on the Board's website. It also may initiate public notification of available positions when the applicant's supply is not sufficient to provide qualified individuals.
- 8.02 The Board reserves the right to make direct appointments to positions when it deems such action to be in the best interest of the pupils of Hamilton County and/or the effective operation of the Educational Service Center.
- 8.03 Notice of vacant positions will be posted in the Board office and other school buildings operated by the Board and in addition, a copy of all postings shall be provided to the Association President. The vacancy posting shall list desired qualifications, required certification, responsibilities and duties, length of contract, salary range, if applicable, and fringe benefits.

- 8.04 To be considered for a vacant position, a request must be filed in writing with the Superintendent. Applicants who are members of the bargaining unit shall be notified of their status by the Superintendent or designee.

#### **ARTICLE 9 - TRANSFER**

- 9.01 If an employee is transferred involuntarily to a different position during the student school year, the employee will be provided two (2) days of release time with pay to complete the transfer.
- 9.02 Any involuntary transfer is defined as a Superintendent/designee initiated change in assignment from one bargaining unit position or location to another.

#### **ARTICLE 10 - NONRENEWAL PROCEDURE**

The limited contract of a teacher may be nonrenewed as provided in Section 3319.11 of the Ohio Revised Code, except upon appeal pursuant to Section 3319.11 of the Ohio Revised Code, the issue shall be whether the Board followed the evaluation timelines contained in Article 26 of the Contract but not Section 3319.111 of the Ohio Revised Code.

#### **ARTICLE 11 - WORK YEAR**

The work year for all members of the bargaining unit shall be one hundred and ninety-one (191) days of which one hundred and eighty (180) shall be student contract days, eight (8) holidays to be determined by the Board adopted calendar and three (3) inservice days.

#### **ARTICLE 12 - EXTENDED SERVICE**

- 12.01 A member assigned extended service by the Superintendent or designee beyond the contractual one hundred and ninety-one (191) days shall receive a supplemental contract for the length of the extended service. The number of days annually offered on a supplemental contract shall be determined by the Board in its sole discretion. The rate of pay for this extended service shall be the member's per diem rate of pay.

- 12.02 Supplemental contracts shall be in writing and be for duties beyond the regular work year.

### **ARTICLE 13 - WORK DAY**

- 13.01 Employees shall follow the workday of the school building to which they are assigned. The workday shall not exceed seven and one-half (7½) hours in length. There shall be a daily duty-free uninterrupted lunch period of at least thirty (30) minutes.
- 13.02 In addition, the workday shall include attendance at IEP conferences, case conferences, parent conferences and staff meetings before or after the regular workday. However, attendance at other meetings such as PTA and other extracurricular school related functions shall be on a voluntary basis.

### **ARTICLE 14 - NOTIFICATION OF TENTATIVE ASSIGNMENT**

Members shall be notified of their tentative assignment for the next work year by the last workday of their current work year.

### **ARTICLE 15 - SEQUENCE OF CONTRACTS**

Qualifications for continuing contracts are determined by applicable provisions of the Ohio Revised Code. However, any teacher eligible for a continuing contract at the expiration of his/her limited contract must provide written notice of such to the Superintendent on or before October 1 of the contract year in which his/her contract will expire and in which the teacher will meet all qualifications for a continuing contract. Failure to provide this written notification to the Superintendent prior to October 1 in the year of expiration of the teacher's limited contract may result in the teacher receiving a one year teaching contract. This one year teaching contract shall be considered an extended limited contract pursuant to the requirements of Ohio Revised Code Section 3319.11. Upon completion of this one year extended limited contract, the Board then shall consider the teacher for continuing contract status or non-renew the teacher's contract.

### **ARTICLE 16 - MILITARY LEAVE**

Military leave shall be granted in accordance with state and federal law.

### **ARTICLE 17 - PERSONAL LEAVE**

- 17.01 The Board recognizes that unavoidable circumstances occasionally require an employee to be absent for personal reasons. The Board has, therefore, authorized the granting of absence with pay not to exceed three (3) days in any contract year.
- 17.02 In fairness to continuing employees, individuals employed between January 1 and March 31 will be entitled to two (2) days, individuals employed after March 31 will be eligible for one (1) day of personal leave. Part time employees working prior to January 1 will be eligible for a pro-rata amount of time:
- A. One fifth ( $1/5$ ) to two-fifths ( $2/5$ ) equals one (1) day.
  - B. One-half ( $1/2$ ) time equals one and one-half ( $1\frac{1}{2}$ ) days.
  - C. Three fifths ( $3/5$ ) to nine-tenths ( $9/10$ ) time equals two (2) days.
- 17.03 All personal leave not used by the end of the current school year (defined as June 30 of each year) will be added to the employee's sick leave to the extent that the addition does not cause the total sick leave to exceed two hundred forty (240) days.
- 17.04 The intent of "personal day" leave is to meet a personal need and not to become "three (3) additional paid holidays per year." Therefore, reasonable and prudent use of this provision requires the full cooperation in a professional and ethical manner of all parties concerned.
- 17.05 Personal leave may be granted to transact personal business which cannot be transacted outside office hours or for emergencies beyond the employee's control, including but not limited to travel difficulties, attendance at funerals not provided for in sick leave procedures or for illness beyond the number of accumulated sick leave days.
- 17.06 Personal leave will not be granted:
- A. On days on which a regularly scheduled office meeting or previously announced office meeting has been called, except in extreme emergency or legal obligations.

- B. On the working day immediately preceding or following a holiday or vacation, or the first or last day of an individual's scheduled days of contract obligations, except in extreme emergency or legal obligation.
  - C. For vacation or recreation.
  - D. To work for another for compensation.
  - E. For any purpose for which sick leave may be utilized.
- 17.07 No personal leave, other than emergencies, which will unduly hamper or interrupt the individual's obligation to students and/or general functioning of the office will be granted.
- 17.08 To request personal leave the individual must submit a request to their immediate supervisor three (3) working days in advance of the date requested. No reason for the request is required when the leave is for one (1) day only, except when the leave is to occur after May 15. Requests for two (2) or three (3) consecutive days and all requests for personal leave to be taken after May 15 will require justification by explanation of circumstances. No personal leave will be granted for less than one-quarter ( $\frac{1}{4}$ ) day.
- 17.09 If a situation is of an emergency nature, the employee must notify his/her immediate supervisor and Hamilton County Educational Service Center contact person by 9:00 a.m. and, if assigned outside the Board office, notify the District or special program by the time designated when reporting "due to illness". This procedure should be executed as if you were reporting "because of illness". The request form must then be completed within five (5) days after returning to work.
- 17.10 Failure to comply will result in having the absence charged to "leave without pay". If a member is absent for personal leave on a day when calamity closes school that employee shall not be charged with a personal leave day.

### **ARTICLE 18 - ASSAULT LEAVE**

- 18.01 Pursuant to Section 3319.143 of the Ohio Revised Code a member of the bargaining unit who is physically disabled as a result of a physical assault on his/her while the member is performing duties required by his or her employment contract with the Board and occurring on school premises or during a school sponsored function and not caused by another employee of the District shall be entitled to assault leave.
- 18.02 When such assault results in absence from duty for medical reasons such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) school days per member each school year. This may be extended by the Board.
- 18.03 Medical verification shall be furnished to the Superintendent or designee for all assault leave requests of more than one (1) day. The Board shall have the right to require medical examination by a physician acceptable to the Board after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.
- 18.04 An employee, in order to be eligible to receive assault leave pay, must agree to cooperate with local law enforcement officials and file any police report as well as criminal charges against the student, staff member, and/or community member who is responsible for the assault and/or injuries. The Superintendent will designate an individual to accompany the employee through this process. The employee's time accrued in filing police reports and/or in court appearances shall be considered a professional obligation and as such will be considered as part of assault leave. Further, the employee's time will not be considered as sick, personal or professional leave.

### **ARTICLE 19 - CHILD CARE LEAVE**

- 19.01 The Board shall grant child care leave for an employee to care for a newly born infant and for the adoption of a child who is under five (5) years of age, for a period of up to twelve (12) months or the remainder of the individual's contract whichever is less. The leave shall be without pay, without accrual of sick leave, personal leave or vacation time and without insurance benefits except that the employee on leave shall be given the opportunity to remain on the group insurance plans provided he/she pays to the Board Treasurer in advance each month the premium for that insurance which he/she wishes to maintain.

- 19.02 If an employee wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

#### **ARTICLE 20 - UNPAID LEAVE**

- 20.01 Upon request of a member, the Board may grant a leave of absence without pay for a period of not more than one (1) year for educational or professional or other purposes and the Board shall grant unpaid leave for up to two (2) consecutive school years where illness or other medical disability is the reason for the request.
- 20.02 The request shall state the reason for the requested leave and the date the leave is to begin and the date the leave is to end.
- 20.03 A member may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other medical disability.
- 20.04 Persons returning from a leave of absence pursuant to this provision are subject to reassignment by the Superintendent to a position within their area of certification. The granting of a leave pursuant to this provision shall not extend a limited contract past its term.
- 20.05 The individual on leave shall advise the Superintendent in writing no later than April 1 of his or her intention to return to regular assignment the following school year. Should this written notification not be provided to the Superintendent by April 1 the Board shall no longer be obligated to hold a teaching position for the member for the next school year and the member's employment relationship with the Board shall automatically be terminated as of April 2.
- 20.06 The Board shall permit members who are on leave pursuant to this provision to purchase insurance benefits through the Board group plans provided the employee pays the full premium for those plans which he/she wishes to maintain thirty (30) days in advance of the due date of the premium.
- 20.07 If a member on leave of absence for other than medical reasons pursuant to this provision wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

### **ARTICLE 21 - SABBATICAL LEAVE**

- 21.01 A member of the bargaining unit who has completed five (5) years of service with the Hamilton County Educational Service Center may, with the permission of the Board and the Superintendent, be granted a leave of absence without pay for one (1) school year provided the member presents to the Superintendent for approval a plan for professional growth prior to such leave request and at the conclusion of the leave provides evidence that the plan was followed. Further, the member shall agree to return to the employment of the Board if the Board desires for at least one (1) year after the completion of the leave.
- 21.02 The Board shall not grant leaves to more than five percent (5%) of the members of the bargaining unit at any one time and no one member shall receive a sabbatical leave more often than once for each five (5) years of service nor receive a second leave when other members who have not been on sabbatical leave have filed a request for such a leave.
- 21.03 If a member on leave pursuant to this provision of the Contract wishes to continue some or all of the insurance benefits offered by the Board, he/she may do so provided he/she pays in advance to the Board Treasurer each month the full amount of the monthly premium for the insurance benefits he/she wishes to maintain.

### **ARTICLE 22 - ASSOCIATION RIGHTS**

- 22.01 Upon request of a member made to the Board Treasurer in writing between August 15 and September 15 of each year, the Board Treasurer shall deduct from the member's paycheck Association dues in twenty (20) equal installments beginning with the first paycheck in October.
- 22.02 The Association will be permitted to use the Board office building and the Norwood facility for meetings in the same manner and subject to the same conditions as a member of the public.
- 22.03 The Board shall provide the Association President with the names and addresses of employees new to the Hamilton County Educational Service Center and who are members of the bargaining unit.
- 22.04 The Association may use the Board's internal mail system to send communications to its members.

- 22.05 The Association President shall be provided a copy of Board policy.
- 22.06 The Association President will be provided with a copy of the Board agenda prior to the Board meeting and shall be provided copies of approved Board minutes.
- 22.07 The Board and the Association agree to each pay fifty percent (50%) of the cost of the printing of the Contract.
- 22.08 The Association shall be granted up to three (3) paid leave days per school year for Association related activities. Days may be used in one-half (½) or full day increments.

#### **ARTICLE 23 - JURY DUTY**

An employee of the Board who is selected for jury duty shall be placed on a leave with pay and benefits during the time he/she is on jury duty.

#### **ARTICLE 24 - PROFESSIONAL MEETINGS**

- 24.01 The Board encourages participation in inservice and improvement programs afforded by a professional meeting, which it defines as: "A meeting, conference, seminar, discussion, class (not credited), or other gathering which an employee attends to improve, educate, advise or assist the employee so that he/she may become a better and/or more effective employee of the Board."
- 24.02 An employee may submit a written request to attend a professional meeting or convention with pay and to be reimbursed for reasonable and legal expenses incurred as a result of attending such meeting or convention. The approval for attendance and reimbursement may be granted by the Superintendent upon recommendation by the division director. Permission to attend will be based on the consideration of the effective functioning of the Hamilton County Educational Service Center program and the appropriateness of the conference/meeting for the individual. Recommendation for reimbursement shall be made in accordance with the availability of funds appropriated for this type of expenditure in the annual budget.

- 24.03 Employees shall be reimbursed for reasonable meal expenses provided receipts are presented documenting the amount paid for meals which shall be reimbursed to the employee. When a special banquet becomes a part of the conference or convention, the Superintendent may grant a greater expenditure for that specific day provided a receipt for the excessive amount has been submitted.

#### **ARTICLE 25 - REIMBURSEMENT OF LOCAL TRAVEL EXPENSES**

- 25.01 The Board will provide for reimbursement of local travel expenses incurred in the execution of the employees regular contractual duties within the procedures prescribed by the administration.
- 25.02 Local travel expense incurred in the "execution of duties" shall be defined as official business trips required during the work day by the Superintendent or designee to reach a subsequent station or building; commute from a professionally related appointment to another or journey from a workstation to a local business establishment to receive professionally related materials or supplies. Mileage reimbursement will be paid for only that travel which is approved for mileage reimbursement by the Superintendent or designee. Mileage reimbursement shall be at the rate set by the Internal Revenue Service.

#### **ARTICLE 26 - EVALUATION**

- 26.01 All limited contract teachers shall receive at least the following during the year he or she is up for renewal consideration:
- 26.0101 A minimum of two (2) observations of at least thirty (30) minutes each prior to March 31 of the renewal year with the employee receiving a final evaluation by April 10 based upon these observations and any other material deemed relevant by the evaluator.
- 26.0102 These observations do not have to be done by the same individual but the evaluation itself shall be written and provided to the employee by the employee's supervisor who is employed by the Board. All observations and evaluations must be done by administrators/supervisors approved to do so by the Ohio Revised Code.

26.0103 If teacher deficiencies are noted in the observations, the evaluation shall contain recommendations and suggestions to improve the weaknesses noted and the means by which the person may obtain assistance in improving the deficiencies. The employee may respond in writing to the observation(s) or evaluation(s) within fifteen (15) days of receipt of observation(s)/evaluation(s). The Board has the option of not evaluating teachers on continuing contracts or those on limited contracts who are not being non-renewed. The Board shall place all new continuing contract teachers on an initial three (3) year rotating cycle, followed by repetitive five (5) year rotating cycles for the purposes of performance evaluations. If the Board decides to exercise its option to evaluate a continuing contract teacher, it shall do so based on this cycle. If the Board decides to evaluate a continuing contract teacher out of cycle, the Board must notify the teacher by January 1 of that year that he/she will be evaluated in accordance with Sections 26.0101 and 26.0102 above.

26.0104 It is agreed that this procedure shall supersede and replace the provisions of Section 3319.111 of the Ohio Revised Code as it relates to the number of observations, evaluations, and their respective timelines.

26.02 The parties shall establish an evaluation committee composed of the Director of Human Resources, three (3) administrators appointed by the Superintendent, and three (3) teachers appointed by the Association President, for the purpose of determining evaluation criteria and forms. The evaluation committee may be convened, at the request of either party, no more than one time during the term of this agreement. Further, the committee must be convened no later than December 31, 2007, with the intention of implementing the revised evaluation criteria and forms for the 2008-2009 school year. Failure to meet these specified timelines shall cause this provision to become null and void.

#### **ARTICLE 27 - REDUCTION IN FORCE**

27.01 If the Board determines to make a reduction in force for reasons set forth in Section 3319.17 of the Ohio Revised Code, lack of funds, changes in curriculum, reduction in overall service requests, and/or elimination of positions, then reduction by attrition will be used first. If further reductions are necessary, limited contracts shall be suspended before continuing contracts in order of seniority in the service category and certification in which the reduction in force is to occur.

- 27.02 Seniority shall accrue from the first day worked in a bargaining unit position and shall accrue for all time an employee is on active pay status or is receiving workers compensation. Service credit for seniority purposes shall be calculated as follows:
- 27.0201 One hundred and ninety-one days (191) in one school year shall constitute one year of service.
  - 27.0202 Employees working less than one hundred and ninety-one (191) days in a school year will be credited with service experience based on the number of days worked divided by one hundred and ninety-one (191) days.
  - 27.0203 No employee shall accrue more than one (1) year total seniority in any work year.
- 27.03 The least senior employee in the service category and certification affected by the reduction shall be laid off. If the laid off employee has certification in another service category, the employee may bump a less senior employee within that service category. For purposes of bumping, all employees shall retain an aggregate total number of years seniority. Bumping rights continue across service categories until the least senior person is reached.
- 27.04 If there is a tie in seniority, the tie shall be broken by using the following method to determine the most senior employee.
- 27.0401 The employee with the earliest Board date of hire.
  - 27.0402 By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.
- 27.05 If layoff results in additional loss of service, the Superintendent shall notify the Association President to examine an alternative plan that would circumvent the need to implement further reductions and/or loss of service. Implementation of any alternative plan requires mutual agreement between HCESC and HCEA.
- 27.06 The Superintendent or designee shall notify the employee and Association President of a layoff at least thirty (30) calendar days prior to the workday that the layoff is to begin. Any employee whose contract is suspended because of a reduction in force pursuant to this provision shall be placed on a recall list for reemployment for two (2) years from the effective date of the layoff.

- 27.07 If a vacancy occurs in such employee's area of certification, the most senior eligible employee on the recall list shall be offered the vacancy. No new hire shall be offered a bargaining unit position until all eligible persons on the recall list have been offered the position.
- 27.08 If an employee refuses an offered position, the employee's name shall be removed from the recall list and the Board's obligation hereunder terminated.
- 27.09 The Board has fulfilled its responsibility herein by sending written notice of a vacancy to an employee on the recall list by certified mail at the last address left by the employee with the Board Treasurer. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) days of the posting of the notice shall constitute refusal of the vacancy.
- 27.10 An employee on the recall list shall remain on the group insurance plans offered by the Board provided he/she pays to the Board Treasurer in advance each month the full amount of the premium for the insurance which the employee wishes to maintain.
- 27.11 Seniority shall be lost when an employee retires, resigns, is employed full time in a non-bargaining unit position, is terminated, fails to accept an offered vacancy while on the recall list or otherwise leaves the employment of the Board.
- 27.12 The provisions of Article 27, Reduction in Force, supersede and replace the provisions of Section 3319.17 of the Ohio Revised Code and any other Ohio law with which this Article may be in conflict.

#### **ARTICLE 28 - STRS REDUCTION PICK-UP**

- 28.01 The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on those contributions now made by the employee to STRS on behalf of the employees in the bargaining unit on the following terms and conditions:
- 28.0101 The amount to be picked-up and paid on behalf of each employee shall be the amount required by STRS of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board. No employee(s) total salary shall be increased by such pick-up nor shall the Board's total contribution to STRS be increased thereby.

- 28.0102 The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- 28.0103 No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employee-employer pick-up.
- 28.0104 Said "pick-up" shall not result in additional cost to the Board and employees agree to assume any and all liability if not acceptable to IRS.

#### **ARTICLE 29 - SEVERANCE PAY**

- 29.01 After a minimum of eight (8) years of employment with the Hamilton County Educational Service Center and upon retirement from the Hamilton County Educational Service Center in conjunction with the State Teachers Retirement System, an employee is entitled to severance pay. The retiring employee will become eligible for twenty-five percent (25%) of his or her accrued unused sick leave computed at his or her current salary rate.
- 29.02 In the event of the death of an employee, regardless of length of employment, the Board agrees that the provisions of this Section shall be applicable and said benefits shall be tendered to the estate of the deceased employee.

#### **ARTICLE 30 - SALARY AND INSURANCE BENEFITS**

- 30.01 Effective with each member's first workday of the 2006-07 school year, the Board shall implement the salary schedule attached hereto and designated Exhibit A with the base being increased to \$33,495 which reflects a two percent (2%) increase to that base.
- 30.02 Effective with each member's first workday of the 2007-08 school year, the Board shall implement the salary schedule attached hereto and designated Exhibit B with the base being increased to \$34,165 which reflects a two percent (2%) increase to that base.
- 30.03 Effective with each member's first workday of the 2008-09 school year, the Board shall implement the salary schedule attached hereto and designated Exhibit C with the base being increased to \$34,848 which reflects a two percent (2%) increase to that base.

**ARTICLE 31 - FRINGE BENEFITS**

- 31.01 Members of the bargaining unit shall be provided insurance benefits as follows:
- 31.0101 The health insurance plan provided through the health insurance consortium of which the Board is a member with the Board paying eighty percent (80%) of the single and family premiums.
  - 31.0102 The Board shall provide the current dental plan or equivalent with the Board paying one hundred percent (100%) of the premium for same with the Board having the right to select the carrier.
  - 31.0103 The Board shall provide term life insurance in an amount equal to the employee's salary rounded to the nearest one thousand dollars (\$1,000.00) with the Board paying one hundred percent (100%) of the premium for same.
  - 31.0104 The Board will continue to implement Section 125 of the IRS Code for the life of the Contract.
  - 31.0105 Employees will be offered participation in a 125 Flexible Benefit Plan at no cost to the employee.
- 31.02 Employees who are under contract on a part time basis will receive Board contributions for benefits at a reduced pro-rata amount which reflects the percent of a full work year actually worked. For example, a part time employee employed in a half-time position will receive a Board contribution towards dental insurance equal to one-half that which the Board contributes toward the dental premium for a person who is employed in a full time position. An employee must work a minimum of three (3) days to be eligible for any Board-paid premiums on their fringe benefit package. Employees currently working less than the minimum of three (3) days will be exempt from this provision; however, all new employees hired under this agreement will be subject to this provision.
- 31.03 In addition, the Board shall contribute to only one (1) health insurance plan and one (1) dental insurance plan for a family where a husband and wife are both employed by the Board. However, a husband and wife do have the option to take separate single health insurance plans.

**ARTICLE 32 - SICK LEAVE**

- 32.01 All employees shall earn a maximum of fifteen (15) sick leave days per year which shall be credited at the rate of one and one quarter (1¼) days per month to a maximum accumulation of two hundred fifty (250) days.
- 32.02 An employee who transfers from another Ohio public agency will be credited with the unused balance of his/her sick leave accumulation at the previous agency up to a maximum of two hundred fifty (250) days.
- 32.03 Sick leave shall not be earned while an individual is on a leave of absence without pay from regular duty. Employees may use sick leave for absence due to personal illness, injury, exposure to contagious disease which might be communicated to others and illness caused by pregnancy.
- 32.04 In addition, a reasonable number of days may be used due to illness or injury in the employee's immediate family with immediate family for this purpose being defined as husband, wife, children, parents, stepparents, siblings or other members of the employee's family living in the employee's household.
- 32.05 Up to three (3) days may be used for death in the immediate family which shall be defined to be all those listed in the paragraph above plus: mother, father, brother, sister, guardians, mother-in-law, father-in-law, adoptive parent and grandparents.
- 32.06 A teacher using sick leave shall file a written, signed statement to justify the use of sick leave with the Board Treasurer within seven (7) working days of his/her return to work. If a physician was consulted, the teacher shall list the time and dates on which the doctor was consulted and the physician's name. The sick leave request must be approved by the responsible administrative officer.
- 32.07 In addition, an employee who has exhibited a pattern of chronic and/or excessive absences, herein defined as fifteen (15) days or more in the previous two years of employment thereby causing concern of adequate and appropriate service provision and is absent more than ten (10) days in the current school year may be required to provide a written medical statement from his/her physician indicating that he/she is medically unable to perform his/her duties and/or submit to an independent medical examination by a physician mutually agreed upon by the employee and the Board with all expenses related to the physician's examination being paid by the Board.
- 32.08 The misuse of sick leave shall be grounds for dismissal.

- 32.09 Absence for a portion of a day up to one-fourth ( $\frac{1}{4}$ ) day (2 hours or less) shall result in a one-fourth ( $\frac{1}{4}$ ) day deduction, one-half ( $\frac{1}{2}$ ) day (2-4 hours) shall result in a one-half ( $\frac{1}{2}$ ) day deduction and absence for more than four (4) hours shall result in a one (1) day deduction.
- 32.10 In the event of illness, the following shall apply:
- 32.1001 If the individual is assigned to a district or special programs notification to the responsible person in the district or special program will conform to the "notification time" established by the district. In addition, the individual must notify the Board office of his/her absence by 9:00 a.m. of the day of absence.
- 32.1002 Employees assigned to the Board office must inform their contact person by 9:00 a.m. It is each individual's responsibility to make sure that all persons involved in appointments that must be canceled because of illness are properly notified. (Professional staff must not place their secretaries in a position of having to respond to a broken appointment. It is your responsibility to notify or to insure sufficient time for your secretary, upon your specific request, to notify all persons involved of a canceled appointment.)
- 32.11 Calls are to be made directly to the appropriate contact person or their alternate for the day. Notification will not be accepted by the switchboard operators, etc.
- 32.12 When an employee is confined to a hospital or previous notification of a prolonged confinement has been given, periodic confirmation will suffice.
- 32.13 Failure to notify all required contacts will result in having the day's absence charged as "leave without pay".
- 32.14 When an extended sick leave is used for pregnancy, the individual will need to file the appropriate form with the division director. Written recommendation from the attending physician showing expected date of delivery and recommended time of recovery is required. Call-in procedure will be limited in notification of birth of child.
- 32.15 If a member is absent on any day when a calamity closes a school to which that member is assigned for employment or the Board office if the employee is assigned to work at the Board office, that member shall not be charged with a sick leave day.
- 32.16 Any member whose employment with the Board is interrupted through no fault of his/her own shall have his/her full accumulation of sick leave reinstated upon

- reemployment by the Board.
- 32.17 Sick leave accumulated and used by each member will be reflected on every other paycheck stub received by the member.
- 32.18 A member shall be granted additional days beyond three (3) for death in the immediate family with the approval of the Superintendent.
- 32.19 Sick leave in last year before retirement, in the year culminating in retirement from STRS, any member of the bargaining unit with two hundred fifty (250) days accrued sick leave as of January 1, will be permitted to retire with two hundred fifty (250) days of sick leave as long as sick leave usage through June 30 does not exceed seven (7) days.

### **ARTICLE 33 - DEDUCTIONS**

- 33.01 Upon completion and submission of the appropriate forms, the Board Treasurer shall make payroll deductions for any of the following:
- A. United Way
  - B. Annuities provided a minimum of ten (10) people authorize payroll deductions for the same company.
  - C. Cancer insurance.
  - D. Hamilton County School Employees Credit Union.
  - E. State of Ohio and federal income tax withholding.
  - F. Income tax withholding for cities located in the state of Ohio.
  - G. HCEA Association Dues
  - H. Section 125 Plan
  - I. 457(b) Deferred Compensation Plan

### **ARTICLE 34 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Members of the Local Professional Development Committee (LPDC) will receive twenty-five dollars (\$25.00) per hour up to a maximum of one thousand dollars (\$1,000.00) per year for official business meetings outside of the regular workday, or release time for meetings attended. Official meetings will be those called by the Coordinator of Human Resources and attended by at least two (2) teacher members and one (1) administrator. Payment for meetings will be determined based on the official minutes of the LPDC and submitted to the Board Treasurer on or about December 30 and June 30.

### **ARTICLE 35 - METHOD OF PAY**

- 35.01 The employee shall be paid in twenty-four (24) equal installments over a twelve (12) month period. Pay dates 15<sup>th</sup> and 30<sup>th</sup> of each month unless these days fall on a holiday or weekend in which payment will take place on last workday before holiday.
- 35.02 All employees will be enrolled in electronic transfer of paychecks initiated by completion and submission of the appropriate forms. The employees' bank/financial institution must be part of the electronic transfer network. Hard copy pay stub will be provided upon request.

### **ARTICLE 36 - JOB DESCRIPTIONS**

The Association shall be provided copies of all bargaining unit job descriptions and changes thereto. Prior to changing a bargaining unit job description, the Association shall be notified and given the opportunity to provide input concerning the changes under consideration.

### **ARTICLE 37 - PROVISIONS CONTRARY TO LAW**

- 37.01 If the provision of this Contract shall be found contrary to law, then those provisions shall be deemed invalid except to the extent permitted by law but all other provisions thereof shall continue in full force and effect for the term of the Contract.
- 38.02 If a provision is found to be contrary to law, at the request of either party, negotiations shall begin to discuss the invalid provision within ten (10) days of the receipt of the notice to negotiate and negotiations shall be in accordance with the negotiation procedures of this Contract.

### **ARTICLE 38 – HIRING OF RETIRED CERTIFICATED STAFF MEMBERS**

If the Board elects to employ individuals who have retired from the Hamilton County Educational Service Center and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article and only the conditions set forth in this Article shall apply only to the employment of these individuals:

- 38.01 The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of seven (7) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code. Re-employed retired employees are not entitled to movement on the salary schedule.
- 38.02 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- 38.03 Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter 3319.111 of the Ohio Revised Code nor to take formal action to not re-employ the employee pursuant to Chapter 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 38.04 Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreements in effect between the Board and the Association.
- 38.05 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 27 of this Agreement.
- 38.06 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- 38.07 Subject to these provisions, re-employed teachers are part of the bargaining unit.
- 38.08 Re-employed persons are eligible for sick leave re-accumulation commencing with the first year of such re-employment.
- 38.09 Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- 38.10 Re-employed retired employees shall not be eligible for participation in any of the health plans, dental plans, vision plans, or life insurance plans offered by the Board.

Pursuant to the authority provided by R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio.

### **ARTICLE 39 - COMPLETE AGREEMENT**

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement. It is further agreed that the Board has no obligation to bargain collectively during the term of this Agreement with respect to the exercise of any rights retained by it.

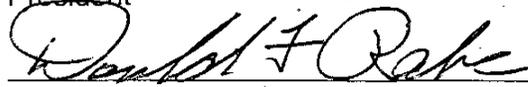
**ARTICLE 40 - TERM OF THE CONTRACT**

This Contract shall become effective July 1, 2006 and shall expire on June 30, 2009.

This Contract is executed by the Hamilton County Educational Service Center Governing Board and the Hamilton County Education Association on the 1st day of July, 2006.

HAMILTON COUNTY EDUCATIONAL SERVICE  
CENTER GOVERNING BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

HAMILTON COUNTY EDUCATION ASSOCIATION

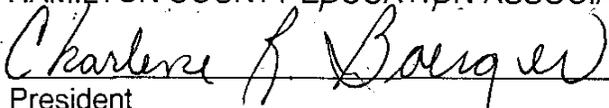
  
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President

EXHIBIT "A"  
 CERTIFICATED SALARY SCHEDULES - EFFECTIVE 7/1/06

Step	Level I Non-Degree 90% of B.A.	Level II B.A.	Level III B.A.150	Level IV M.A.	Level V M.A.+30
0	30,146	33,495 1.00	35,170 1.05	36,845 1.10	38,519 1.15
1	31,653	35,170 1.05	36,845 1.10	38,519 1.15	40,194 1.20
2	33,160	36,845 1.10	38,519 1.15	40,194 1.20	41,869 1.25
3	34,667	38,519 1.15	40,194 1.20	41,869 1.25	43,544 1.30
4	36,175	40,194 1.20	41,869 1.25	43,544 1.30	45,218 1.35
5	37,682	41,869 1.25	43,544 1.30	45,218 1.35	46,893 1.40
6	39,189	43,544 1.30	45,218 1.35	46,893 1.40	48,568 1.45
7	40,697	45,218 1.35	46,893 1.40	48,568 1.45	50,243 1.50
8	42,204	46,893 1.40	48,568 1.45	50,243 1.50	51,917 1.55
9	43,711	48,568 1.45	50,243 1.50	51,917 1.55	53,592 1.60
10	45,218	50,243 1.50	51,917 1.55	53,592 1.60	55,267 1.65
11		51,917 1.55	53,592 1.60	55,267 1.65	56,942 1.70
12		53,592 1.60	55,267 1.65	56,942 1.70	58,616 1.75
13		55,267 1.65	56,942 1.70	58,616 1.75	60,291 1.80
14		56,942 1.70	58,616 1.75	60,291 1.80	61,966 1.85
15		58,616 1.75	60,291 1.80	61,966 1.85	63,641 1.90
18		60,291 1.80	61,966 1.85	63,641 1.90	65,315 1.95
21		61,966 1.85	63,641 1.90	65,315 1.95	66,990 2.00
24		63,641 1.90	65,315 1.95	66,990 2.00	68,665 2.05
27		65,315 1.95	66,990 2.00	68,665 2.05	70,340 2.10

Doctorate: Will add \$800 to schedule upon approval of Superintendent, effective January or August of calendar year.

EXHIBIT "B"  
 CERTIFICATED SALARY SCHEDULES - EFFECTIVE 7/1/07

Step	Level I Non-Degree 90% of B.A.	Level II B.A.	Level III B.A.150	Level IV M.A.	Level V M.A.+30
0	30,748	34,165 1.00	35,873 1.05	37,581 1.10	39,290 1.15
1	32,286	35,873 1.05	37,581 1.10	39,290 1.15	40,998 1.20
2	33,823	37,581 1.10	39,290 1.15	40,998 1.20	42,706 1.25
3	35,361	39,290 1.15	40,998 1.20	42,706 1.25	44,414 1.30
4	36,898	40,998 1.20	42,706 1.25	44,414 1.30	46,123 1.35
5	38,436	42,706 1.25	44,414 1.30	46,123 1.35	47,831 1.40
6	39,973	44,414 1.30	46,123 1.35	47,831 1.40	49,539 1.45
7	41,510	46,123 1.35	47,831 1.40	49,539 1.45	51,247 1.50
8	43,048	47,831 1.40	49,539 1.45	51,247 1.50	52,956 1.55
9	44,585	49,539 1.45	51,247 1.50	52,956 1.55	54,664 1.60
10	46,123	51,247 1.50	52,956 1.55	54,664 1.60	56,372 1.65
11		52,956 1.55	54,664 1.60	56,372 1.65	58,080 1.70
12		54,664 1.60	56,372 1.65	58,080 1.70	59,789 1.75
13		56,372 1.65	58,080 1.70	59,789 1.75	61,497 1.80
14		58,080 1.70	59,789 1.75	61,497 1.80	63,205 1.85
15		59,789 1.75	61,497 1.80	63,205 1.85	64,913 1.90
18		61,497 1.80	63,205 1.85	64,913 1.90	66,622 1.95
21		63,205 1.85	64,913 1.90	66,622 1.95	68,330 2.00
24		64,913 1.90	66,622 1.95	68,330 2.00	70,038 2.05
27		66,622 1.95	68,330 2.00	70,038 2.05	71,746 2.10

Doctorate: Will add \$800 to schedule upon approval of Superintendent, effective January or August of calendar year.

**EXHIBIT "C"**  
**CERTIFICATED SALARY SCHEDULES - EFFECTIVE 7/1/08**

Step	Level I Non-Degree 90% of B.A.	Level II B.A.	Level III B.A.150	Level IV M.A.	Level V M.A.+30
0	31,363	34,848 1.00	36,591 1.05	38,333 1.10	40,076 1.15
1	32,932	36,591 1.05	38,333 1.10	40,076 1.15	41,818 1.20
2	34,500	38,333 1.10	40,076 1.15	41,818 1.20	43,560 1.25
3	36,068	40,076 1.15	41,818 1.20	43,560 1.25	45,303 1.30
4	37,636	41,818 1.20	43,560 1.25	45,303 1.30	47,045 1.35
5	39,204	43,560 1.25	45,303 1.30	47,045 1.35	48,788 1.40
6	40,772	45,303 1.30	47,045 1.35	48,788 1.40	50,530 1.45
7	42,341	47,045 1.35	48,788 1.40	50,530 1.45	52,272 1.50
8	43,909	48,788 1.40	50,530 1.45	52,272 1.50	54,015 1.55
9	45,477	50,530 1.45	52,272 1.50	54,015 1.55	55,757 1.60
10	47,045	52,272 1.50	54,015 1.55	55,757 1.60	57,500 1.65
11		54,015 1.55	55,757 1.60	57,500 1.65	59,242 1.70
12		55,757 1.60	57,500 1.65	59,242 1.70	60,985 1.75
13		57,500 1.65	59,242 1.70	60,985 1.75	62,727 1.80
14		59,242 1.70	60,985 1.75	62,727 1.80	64,469 1.85
15		60,985 1.75	62,727 1.80	64,469 1.85	66,212 1.90
18		62,727 1.80	64,469 1.85	66,212 1.90	67,954 1.95
21		64,469 1.85	66,212 1.90	67,954 1.95	69,697 2.00
24		66,212 1.90	67,954 1.95	69,697 2.00	71,439 2.05
27		67,954 1.95	69,697 2.00	71,439 2.05	73,181 2.10

Doctorate: Will add \$800 to schedule upon approval of Superintendent, effective January or August of calendar year.



OHIO EDUCATION ASSOCIATION

Gary Allen, President  
Patricia Frost-Brooks, Vice President  
William Leibensperger, Secretary-Treasurer  
Dennis M. Reardon, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

August 16, 2006

Mary E. Robertson, Administrative Assistant  
Bureau of Mediation  
State Employment Relations Board  
65 E. State St.  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2006 AUG 18 A 11:48

Re: **SERB Case No. 06-MED-05-0628**  
**HAMILTON COUNTY EDUCATION ASSOCIATION**  
**and HAMILTON COUNTY EDUCATION SERVICE CENTER**

Dear Ms. Robertson:

Please be advised that the Hamilton County Education Association, affiliated with the Ohio Education Association and the National Education Association, and the Hamilton County Education Service Center have successfully completed negotiations and ratified a successor collective bargaining agreement, a copy of which is enclosed.

Sincerely,

Charles H. Johnson  
Labor Relations Consultant

CHJ/de

Enclosure: *Collective Bargaining Agreement effective July 1, 2006 through June 30, 2009*

c: David L. Distel, Superintendent (w/o enc.)  
Charlene Boerger, HCEA President (w/o enc.)



0949-01  
K21924

Correction to the Master Contract between the Hamilton County Educational Service Center  
and the Hamilton County Education Association

2006-2009



06-MED-05-0628

Language from the 2003-2006 Master Contract, Article 15 – Sequence of Contracts:

It shall be the practice of the Board to award individual employment contracts in the following pattern: One year contracts, one year contracts, one year contracts, and three year contracts thereafter. This is the usual pattern but the sequence may be changed by the Board if the Board, in its sole discretion determines it necessary to do so.

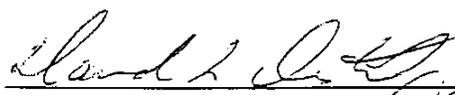
**Negotiated changes for the 2006-2009 Contract added the following to existing language, but did not change the existing language from the 2003-2006 Master Contract:**

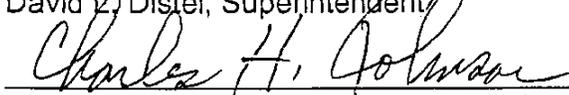
Qualifications for continuing contracts are determined by applicable provisions of the Ohio Revised Code. However, any teacher eligible for a continuing contract at the expiration of his/her limited contract must provide written notice of such to the Superintendent on or before October 1 of the contract year in which his/her contract will expire and in which the teacher will meet all qualifications for a continuing contract. Failure to provide this written notification to the Superintendent prior to October 1 in the year of expiration of the teacher's limited contract may result in the teacher receiving a one year teaching contract. This one year teaching contract shall be considered an extended limited contract pursuant to the requirements of Ohio Revised Code Section 3319.11. Upon completion of this one year extended limited contract, the Board then shall consider the teacher for continuing contract status or non-renew the teacher's contract.

**Therefore, Article 15 – Sequence of Contracts for the 2006-2009 Master Contract shall be amended to read as follows:**

It shall be the practice of the Board to award individual employment contracts in the following pattern: One year contracts, one year contracts, one year contracts, and three year contracts thereafter. This is the usual pattern but the sequence may be changed by the Board if the Board, in its sole discretion determines it necessary to do so.

Qualifications for continuing contracts are determined by applicable provisions of the Ohio Revised Code. However, any teacher eligible for a continuing contract at the expiration of his/her limited contract must provide written notice of such to the Superintendent on or before October 1 of the contract year in which his/her contract will expire and in which the teacher will meet all qualifications for a continuing contract. Failure to provide this written notification to the Superintendent prior to October 1 in the year of expiration of the teacher's limited contract may result in the teacher receiving a one year teaching contract. This one year teaching contract shall be considered an extended limited contract pursuant to the requirements of Ohio Revised Code Section 3319.11. Upon completion of this one year extended limited contract, the Board then shall consider the teacher for continuing contract status or non-renew the teacher's contract.

  
\_\_\_\_\_  
David Distel, Superintendent

  
\_\_\_\_\_  
Chuck Johnson, OEA Representative for HCEA

5/24/07  
\_\_\_\_\_  
Date

5/25/07  
\_\_\_\_\_  
Date

STATE EMPLOYMENT  
RELATIONS BOARD  
2007 JUL 1  
11:33



OHIO EDUCATION ASSOCIATION

Gary Allen, President  
Patricia Frost-Brooks, Vice President  
Jim Timlin, Secretary-Treasurer  
Dennis M. Reardon, Executive Director

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July 10, 2007

Mary E. Robertson, Administrative Assistant  
Bureau of Mediation  
State Employment Relations Board  
65 E. State St.  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2007 JUL 11 A 11:31

Re: SERB Case No. 06-MED-05-0628  
HAMILTON COUNTY EDUCATION ASSOCIATION and  
HAMILTON COUNTY EDUCATION SERVICE CENTER

Dear Ms. Robertson:

Please be advised that the Hamilton County Education Association, affiliated with the Ohio Education Association and the National Education Association, and the Hamilton County Education Service Center have agreed to a Correction to the language in Article 15 of the Contract through June 30, 2009, a copy of which is enclosed. A copy of the collective bargaining agreement is on file with SERB.

Sincerely,

Charles H. Johnson  
Labor Relations Consultant

CHJ/de

Enclosure: *Correction to Contract correcting Article 15 in CBA thru 06/30/09*

c: David L. Distel, Superintendent (w/o enc.)  
Charlene Boerger, HCEA President (w/o enc.)



0949-01  
06-MED-05-0628  
K21924

N

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
HAMILTON COUNTY EDUCATIONAL SERVICE CENTER  
AND THE  
HAMILTON COUNTY EDUCATION ASSOCIATION

EMPLOYMENT  
RELATIONS BOARD

2010 AUG 11 P 2: 06

This Memorandum of Understanding is made this 21 day of July, 2010 by and between the Hamilton County Educational Service Center (hereinafter referred to as the "Board") and the Hamilton County Education Association (hereinafter referred to as the "Association").

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement with the effective dates of August 17, 2009 through August 31, 2010 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Board and the Association participated in negotiations for an amendment to the Agreement; and

**WHEREAS**, the Board and the Association have completed said negotiations.

**NOW, THEREFORE, BE IT AGREED** by and between the Board and the Association as follows:

1. An extension of the current Collective Bargaining Agreement with the effective dates of August 17, 2010 through August 31, 2011 is memorialized by this Memorandum of Understanding.
2. The parties agree that this Memorandum of Understanding is subject to the grievance procedure as contained in the above-mentioned Agreement.
3. The Board and the Association agree that a copy of the salary schedule for the 2010-2011 school year is attached hereto and incorporated into this Memorandum as Exhibit A.
4. All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement. No other agreement shall serve to alter the provisions of the current Collective Bargaining Agreement unless agreed to in writing between the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Hamilton County Educational Service Center and the Hamilton County Education Association have executed the Memorandum of Understanding hereby intended to amend the current Collective Bargaining Agreement effective between the parties and incorporate such terms and conditions of this Memorandum on the dates set forth opposite their signatures.

**HAMILTON COUNTY EDUCATION  
SERVICE CENTER**

**HAMILTON COUNTY EDUCATION  
ASSOCIATION**

By: [Signature]  
Superintendent

By: [Signature]  
President

By: [Signature]  
Treasurer

By: [Signature]  
Treasurer

**HAMILTON COUNTY EDUCATION ASSOCIATION  
EXHIBIT "A"  
CERTIFICATED SALARY SCHEDULES – EFFECTIVE 8/17/10**

Step	Level I Non-Degree 90% of B.A.	Level II B.A.	Level III B.A. 150	Level IV M.A.	Level V M.A.+30
0	31,677	35,196 1.00	36,956 1.05	38,716 1.10	40,476 1.15
1	33,261	36,956 1.05	38,716 1.10	40,476 1.15	42,236 1.20
2	34,845	38,716 1.10	40,476 1.15	42,236 1.20	43,996 1.25
3	36,428	40,476 1.15	42,236 1.20	43,996 1.25	45,755 1.30
4	38,012	42,236 1.20	43,996 1.25	45,755 1.30	47,515 1.35
5	39,596	43,996 1.25	45,755 1.30	47,515 1.35	49,275 1.40
6	41,180	45,755 1.30	47,515 1.35	49,275 1.40	51,035 1.45
7	42,764	47,515 1.35	49,275 1.40	51,035 1.45	52,795 1.50
8	44,348	49,275 1.40	51,035 1.45	52,795 1.50	54,555 1.55
9	45,931	51,035 1.45	52,795 1.50	54,555 1.55	56,314 1.60
10	47,515	52,795 1.50	54,555 1.55	56,314 1.60	58,074 1.65
11		54,555 1.55	56,314 1.60	58,074 1.65	59,834 1.70
12		56,314 1.60	58,074 1.65	59,834 1.70	61,594 1.75
13		58,074 1.65	59,834 1.70	61,594 1.75	63,354 1.80
14		59,834 1.70	61,594 1.75	63,354 1.80	65,113 1.85
15		61,594 1.75	63,354 1.80	65,113 1.85	66,873 1.90
18		63,354 1.80	65,113 1.85	66,873 1.90	68,633 1.95
21		65,113 1.85	66,873 1.90	68,633 1.95	70,393 2.00
24		66,873 1.90	68,633 1.95	70,393 2.00	72,153 2.05
27		68,633 1.95	70,393 2.00	72,153 2.05	73,913 2.10



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they*

STATE EMPLOYMENT  
RELATIONS BOARD  
2010 AUG 11 P 2:06

August 6, 2010

Mary E. Laurent, Administrative Assistant  
Bureau of Mediation  
State Employment Relations Board  
65 E. State St.  
Columbus, OH 43215-4213

Re: SERB Case No. 10-MED-06-0826  
HAMILTON COUNTY EDUCATION ASSOCIATION and  
HAMILTON COUNTY EDUCATIONAL SERVICE CENTER

Dear Ms. Laurent:

Please be advised that the Hamilton County Education Association, affiliated with the Ohio Education Association and the National Education Association, and the Hamilton County Educational Service Center have ratified a Memorandum of Understanding to the Master Contract extending the current contract through August 31, 2011, a copy of which is enclosed.

A copy of the collective bargaining agreement effective August 17, 2009 through August 31, 2010 is on file with SERB.

Sincerely,

Charles H. Johnson  
Labor Relations Consultant

CHJ/de

Enclosure: *MOU to the Master Contract extending contract thru 08/31/11*

c: Dave Distel, Superintendent (w/ original signed MOU)  
Carol Gardner, President (w/o enc.)

