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STATE EMPLOYMENT  
RELATIONS BOARD

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# **AGREEMENT**

## **BETWEEN THE**

### **HILLSBORO EDUCATION ASSOCIATION**

## **AND THE**

### **HILLSBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION**

[HIGHLAND COUNTY]

## **July 1, 2010 – June 30, 2013**

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## **ARTICLE I – RECOGNITION**

### **1.01 BARGAINING UNIT DEFINED:**

The Hillsboro City School District Board of Education, hereinafter referred to as the "Board", recognizes the Hillsboro Education Association, hereinafter referred to as the "Association", an affiliate of SWOEA/OEA/NEA as the sole and exclusive bargaining agent for all full-time and regular part-time certified employees including teachers, librarians, department heads, guidance counselors, regular full-time substitutes under contract (more than sixty [60] days), media and program specialists, and learning disability tutors and nurses. Excluded from the bargaining unit are the principals, head teacher, athletic director, school psychologists, speech and hearing therapist, and as needed substitutes under contract (O.R.C. 3319.10), and all other employees.

### **1.02 DEFINITION:**

All bargaining unit employees shall be collectively referred to in this agreement as "teachers".

### **1.03 NON-DISCRIMINATION:**

No teacher shall be required to be or to remain a member of the Association, nor shall any be discriminated against in any manner because he/she is or is not a member thereof.

## **ARTICLE II – NEGOTIATIONS PROCEDURE**

### **2.01 PROCEDURE:**

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the agreement. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiation session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session either party may be represented by no more than six (6) representatives including consultants.

### **2.02 GOOD FAITH, EXCHANGE OF FACTS AND VIEWS:**

Both parties shall bargain in good faith. Facts, opinions, proposals, and counterproposals may be exchanged freely between the parties in an effort to reach understanding and agreement. The teams will be cloaked with the authority to bargain and reach tentative agreement. Neither party shall be forced to make a concession.

### **2.03 SCOPE OF BARGAINING:**

Negotiable matters shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

**2.04 AGREEMENT:**

When final agreement is reached through negotiations, it shall be reduced to writing and submitted for ratification to the Association. The Association shall ratify the tentative agreement at a general membership meeting. Upon ratification, the Association President shall notify the Superintendent in writing who shall then submit the ratified agreement to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties.

**2.05 DISPUTE SETTLEMENT PROCEDURE:**

**2.051 MEDIATION:**

If, after forty-five (45) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

**2.052 MUTUALLY-AGREED DISPUTE RESOLUTION PROCEDURE:**

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14.

**2.053 MEDIATION PERIOD:**

The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

**2.054 RIGHT TO STRIKE:**

At any time after the initial thirty (30) calendar days set forth in 2.053 above, and assuming the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the Association shall have the right to strike provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the *Ohio Revised Code*.

**2.055 REOPENER:**

For the purposes of this section, a reopener date shall be treated as if it is an expiration date for the purposes of allowing the Association the right to strike as provided by O.R.C. 4117.14 (D)(2).

**2.056 FINAL STEP:**

Both parties agree that this procedure is the final step in negotiations.

**2.057 NO WORK STOPPAGES:**

The Association agrees that during the term of this agreement neither it nor its officers, agents, representatives or members will authorize or engage in any work stoppage, strike, or other concerted refusal to perform contractual duties with the exception of 2.054 and 2.055 of this Article.

**ARTICLE III – GRIEVANCE PROCEDURE**

**3.01 DEFINITIONS:**

**3.011 GRIEVANCE:**

A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this agreement.

**3.012 GRIEVANT:**

An individual teacher or the Association, whichever is initiating the grievance.

**3.013 DAYS:**

"Days" shall refer to work days exclusive of Saturdays, Sundays, or legal holidays as defined by state or federal statutes.

**3.02 GENERAL PRACTICES:**

**3.021 REPRESENTATION:**

No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing.

**3.022 PURPOSE:**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.

**3.03 GRIEVANCE PROCEDURE:**

**3.031 STEP ONE – (INFORMAL PROCEDURE):**

Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant shall request a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.

**3.032 STEP TWO – IMMEDIATE SUPERVISOR (FORMAL PROCEDURE):**

If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, submit a formal written grievance to the immediate supervisor. The immediate supervisor will conduct a conference within ten (10) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.

**3.033 STEP THREE – SUPERINTENDENT:**

Within ten (10) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within ten (10) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference and said written decision shall be given to the grievant.

**3.034 STEP FOUR – MEDIATION:**

If after receiving the decision at Step Three the employee remains aggrieved, the Association shall, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days from the receipt of the decision at Step Three. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful and the employee remains aggrieved, the grievance may proceed to Step Five.

**3.035 STEP FIVE – ADVISORY ARBITRATION:**

Within ten (10) days after the mediation process ends but no later than forty (40) days from the filing of the request for mediation and assuming no satisfaction with the mediation, the grievance may be submitted to advisory arbitration. The parties may mutually agree to select an arbitrator. If the parties cannot agree on an arbitrator, either member may request the American Arbitration Association (AAA) to submit a list of seven (7) nominees. From this list, each party will have the right to strike one (1) name until one (1) name remains. The striking of the first name will be determined by the toss of a coin. Either party may request a second list.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be advisory.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitration shall not have the authority to add to, delete from or go beyond the express terms of this agreement. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit or interfere in any way with the powers, duties, and rules and regulations having the full force and effect of the law.

The costs for arbitration shall be equally shared by the Board and the Association.

**3.036 STEP SIX:**

A grievance will culminate at advisory arbitration. The Association shall have the right to file a lawsuit rather than filing a grievance on any dispute which effects any provision of the negotiated contract. The Board will not oppose the filing of a lawsuit if the Association files a lawsuit as a contract remedy.

**3.037 NOTICE TO ASSOCIATION:**

The President of the Association shall receive prior notice of each meeting above Step One held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing setting forth the decision and the reason(s) therefore, and will be transmitted promptly to all parties in interest, the President of the Association, and the administrator involved.

**3.038 ADJUSTMENT OF GRIEVANCES:**

Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted. The Association President will be advised of the adjustment.

**3.039 GRIEVANCE RECORDS:**

No records, documents, or communications concerning a grievance will be placed in a bargaining unit member's personnel file. The processing of a grievance through arbitration by a grievant shall not constitute a waiver of the grievant's right to file an action in a court of competent jurisdiction.

**ARTICLE IV – MANAGEMENT RIGHTS**

**4.01 RECOGNITION:**

The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools of the Board and employees and other personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules and negotiations governing any and all aspects of the Board's school district.

**4.02 RIGHTS DEFINED:**

With the exception of all provisions found in this negotiated contract, these rights and responsibilities include, but are not limited to, the following:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

2. To direct, supervise, evaluate, or hire employees.
3. To maintain and improve the efficiency and effectiveness of governmental operations.
4. To determine the overall methods, process, means or personnel by which government operations are to be conducted.
5. To suspend, discipline, demote, discharge for just cause, non-renew, layoff, transfer, assign, schedule, promote, or retain employees.
6. To determine the overall mission of the employer as a unit of government.
7. To determine the adequacy of the work force.
8. To effectively manage the work force.
9. To take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE V – EVALUATION**

### **5.01 TEACHER EVALUATION:**

#### **A. PROCEDURE:**

1. By September 30 of each school year, teachers will be notified if they will be subject to the evaluation procedures, and the documents to be used will be shared. Any teacher hired after the beginning of the school year shall be notified within 15 work days of his/her first work day of his/her role in the evaluation process.
2. Administrators will advise teachers in advance that an observation will occur within a specific two-week period.
3. Copies of all completed Evaluation Forms shall be delivered only to the teacher, evaluator, and Superintendent of schools.

#### **B. PERSONNEL FILE AND TIMELINES:**

1. Evaluation Forms shall be placed in the personnel file.
2. The following time-line shall be followed for all formal evaluations:

During the month of September	Orientation for teachers to be formally evaluated.
January 15	First evaluation completed
On or before January 25	Teacher provided first evaluation.
On or after February 10	Second evaluation begins unless waived by administrator.



3. Each observation shall be at least 30 minutes in length and shall be conducted openly with the full knowledge of the person being observed.
4. After a teacher has completed his/her first three-year contract, the administration may waive the evaluation unless requested by the teacher or there is a concern.
5. A teacher may request or an administrator may perform additional evaluations or observations that shall not be used for harassment purposes. If the first evaluation or one of the observations identifies an area of needed improvement or an overall unsatisfactory performance, the evaluator shall indicate on the evaluation form that an additional evaluation and/or additional observation(s) will be performed. The employee may request additional evaluation and/or observation(s) at any time.
6. In the event the administrator determines that a teacher's performance requires a more structured "Plan of Action" and heightened observation, the administrator shall notify and confer with the teacher concerning the goals, means of improvement, and expected outcome of such a "Plan of Action". The duration of the "Plan of Action" shall be determined by the administrator with input from the teacher.

### **5.03 GENERAL EVALUATION:**

Teachers who are not required to undergo a formal evaluation will have a general evaluation annually. The administrator will initiate this evaluation at any time during the second semester. The general evaluation will not be used in place of the formal evaluation for contract determination. All certified staff who do not receive a formal evaluation may receive a General Evaluation every school year. There will be no specific time lines as described in 5.01 B 2 for the General Evaluation Observation. However, the provisions in 5.01 A, 2 and 5.01 B,4 will be followed.

The evaluator shall use the standard form for the general evaluation developed by the Superintendent or designee after input from the HEA. The rules for the signing of, responding to, and filing of the general evaluation shall be the same as for the formal evaluation. This form will be used in all buildings in the district.

## **ARTICLE VI – TEACHER RIGHTS AND RESPONSIBILITIES**

### **6.01 NORMAL TEACHING DUTIES:**

The Board and Association acknowledge that a teacher's primary responsibility is to teach. Furthermore, they acknowledge that teacher responsibilities also include reflecting a professional image.

### **6.02 TEACHER SERVICE ON COMMITTEES AND DEVELOPMENT PROJECTS:**

Teachers should serve on committees to which they may be appointed. These committees may deal with textbook selection, curriculum development, and other matters relative to the instructional program.

One (1) purpose of such committees is to enable the administration to utilize the advice, opinions, and assistance of the professional staff in the selection and implementation of projects and studies relative to the above-noted topics.

Upon completion of committee work, written recommendations and results of committee work shall be reported to the Superintendent and committee chairperson. Each member of the committee shall receive a final copy of the report upon request.

Committee assignments should first be staffed on a voluntary basis. If there is an insufficient number of volunteers, the principal shall assign teachers to perform extra duties as needed. Assignments will be distributed as equitably as possible through the school year. Teachers who serve more than one (1) building shall be assigned extra duties equitably with those teachers who serve only one (1) building.

### **6.03 SCHOOL PROPERTY:**

Teachers shall reasonably try to protect any school property entrusted to them, including but not limited to Board-provided technology equipment. Any damage to school property should be immediately reported to the principal. Teachers who possess a Board-provided laptop are responsible for protecting and maintaining any records on the laptop that could be considered a public record.

### **6.04 WORKROOM:**

Each building shall have a reasonable workspace designed to accommodate an employee workroom. The room shall usually include a pop machine, tables and chairs and a refrigerator. Teacher workspace will include computer access where possible. The Board and the Association agree and recognize that teachers' conversations in the workroom are generally considered private. The Administration in each building will endeavor to reinforce this confidentiality when and if there is an expressed concern.

### **6.05 PROFESSIONAL RIGHTS AND EXPECTATIONS:**

The Board and the Association recognize that education is a profession that is dependent upon principles of mutual respect and ethical behavior in the interaction between the teaching staff and the Administration. These principles are demonstrated by, but are not limited to, respect for an individual's privacy, the confidentiality of communications, and the timely (generally within two school days) delivery of a response or other communication to an educator.

### **6.06 ELEMENTARY (K-6) BUILDING NON-INSTRUCTIONAL DUTIES:**

The Association and the Board recognize that the assignment of non-instructional duties in the elementary buildings is challenging but necessary. The parties agree that the elementary building staff and the building principal shall jointly discuss the scheduling of non-instructional duties at the beginning of each school year. To the extent possible, aides and others, including bargaining unit members, who do not have early morning student responsibilities may be scheduled to report one-half hour later than the rest of the staff in the morning and stay one-half hour later in the afternoon. The building administration shall allow flexibility at the end of the school day in order to permit teachers to leave if the performance of their non-instructional duties exceeds their work day.

**6.07 DOCUMENTATION GATHERING AND PROCESSING:**

**6.071 DOCUMENTATION COVER SHEET:**

All documents turned in to the central office, either by hand delivery or through the mail must be accompanied by the attached cover sheet. (see Appendix D)

**6.072 RECEIPT OF DOCUMENTATION:**

Upon receipt of any documentation from bargaining unit members by the central office, the attached cover sheet will be time/date stamped and signed by the receiving party and a copy given/sent to the bargaining unit member as proof of receipt. For mail deliveries, if the bargaining unit member fails to receive this receipt within 7-10 days they are strongly encouraged to contact the central office to insure that the necessary paper work was indeed received.

**6.073 HAND DELIVERY:**

To avoid unnecessary delays, all bargaining unit members are strongly encouraged to hand deliver any items of a time and/or sensitive nature directly to the central office.

**ARTICLE VII – ASSOCIATION RIGHTS**

**7.01 TEACHER FACILITIES:**

**7.011 USE OF BUILDINGS/FACILITIES:**

With the approval of the Superintendent, the Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty and not previously in use by another group. Any request for use of special meeting facilities may invoke a reasonable charge for special custodial services if the Administration or Board determines such is necessary.

**7.012 MAIL BOXES, BULLETIN BOARDS AND OTHER COMMUNICATIONS:**

The Association shall have the right to use the district mail services, mail boxes and designated bulletin boards, at least one of which shall be provided for Association use in each building for the purpose of notices, communication and matters of Association concern. Communications between the Association and a bargaining unit member which include, but are not limited to, email, faxes, district mail services, and mail boxes shall not be intentionally delayed, diverted, or read. The Administration shall take reasonable steps to ensure compliance with this concept.

**7.013 OFFICE AND AUDIOVISUAL EQUIPMENT:**

The Association may have the privilege of using school-owned office equipment and audiovisual equipment provided that a request has been made and permission granted by the building principal and:

1. Such use does not interfere with normal functions of the school.

2. The use is strictly to serve the legitimate business of the Association, such as the production of records, notices, or correspondence.
3. The purpose is for internal business use of the Association and not for public distribution.
4. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Association.

**7.014 ASSOCIATION USE OF TELEPHONES:**

Representatives of the Association shall be permitted to use designated telephones in each building to carry out Association business. Any fee or toll charge shall be reimbursed to the Board by the Association.

**7.015 BARGAINING UNIT MEMBER USE OF TELEPHONES:**

In each building and for local use only, there shall be at least one telephone or extension which may be used by bargaining unit members for private conversations pertinent to teaching responsibilities and/or infrequent personal calls.

**7.016 BOARD AGENDA, MINUTES:**

The President of the Association shall be provided with one (1) copy of the Board meeting agenda, approved Board minutes, and all financial reports when the Board members receive the financial reports.

**7.017 ASSOCIATION-BOARD COMMITTEE:**

The parties shall form a committee which shall not exceed five (5) representatives from each party. Each party shall select its representatives. The Committee may meet at least quarterly. A meeting shall be held when requested by either party. The meeting shall take place no later than ten (10) working days after the request has been made. Both parties shall submit their agenda to the Superintendent at least three (3) calendar days prior to the meeting. The meeting shall be chaired on an alternating basis, with the Association chairing the first meeting. The meetings shall be held at the Administrative Offices.

The meetings shall not exceed two (2) hours and shall deal only with subjects pertaining to the concerns that either party may have to overall operations of the school district or the operation of a building. Generally, issues affecting a building should be addressed at the lowest level in order to avoid unnecessary escalation of a concern.

**ARTICLE VIII – LEAVES OF ABSENCE**

**8.01 SICK LEAVE:**

**8.011 ACCUMULATION:**

All bargaining unit members shall be entitled to one and one-fourth (1-1/4) sick leave days for each month of service, or up to fifteen (15) days for the school year, cumulative up to a maximum of two hundred forty-five (245) days.

**8.012 SICK LEAVE ADVANCEMENT:**

All bargaining unit members shall be entitled to an advancement of five (5) sick leave days if the number of days used exceeds the number accumulated. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced sick leave days. Should the bargaining unit member leave the employment of the Board, be placed on unpaid leave of absence or die, any remaining advanced sick leave days will be deducted from the final adjusted pay or estate.

**8.013 USE OF SICK LEAVE:**

Sick leave days may be used for the following reasons:

- a. Personal illness.
- b. Personal injury.
- c. Exposure to contagious disease which could be communicated to others.
- d. Pregnancy.
  - (1) After the birth of a child, the mother's recuperation will generally require eight (8) weeks; more time may be necessary due to the specific circumstances. The teacher will provide the Board with a physician's statement indicating when the teacher is medically released to return to work; if that return is more than eight (8) weeks after the birth, a brief explanation by the physician will be necessary. All of this information shall remain confidential and not released as a public record.
  - (2) In the case of a member of the bargaining unit who is the father of a new born child, he may utilize up to five (5) days of available sick leave for the day(s) involved in the delivery of the child and the day of the child's discharge from the hospital.
- e. Illness, injury or death in the bargaining unit member's immediate family. (Immediate family includes spouse, brother, sister, child, father, mother, father- or mother-in-law, grandparents, son- or daughter-in-law, brother- or sister-in-law, stepparent, stepchildren, foster children residing in the home, grandchildren, uncles, aunts, nieces, and nephews, and fiancé/fiancée.)

**8.014 TRANSFER OF SICK LEAVE CREDIT:**

Pursuant to Ohio law (O.R.C. 3319.141), any teacher transferring to the employ of the Board shall be credited with the unused balance of that teacher's accumulated sick leave. This transfer shall be accomplished upon verification of the days accumulated from the proper public agency.

**8.015 SICK LEAVE POOL (S.L.P.):**

- A. Purpose: To donate additional days of sick leave to employees who have used up all personal sick leave days.

B. Provisions of Eligibility:

1. All members of the bargaining unit represented by the HEA shall be eligible to be members of the Sick Leave Pool.
2. At the start of each school year, all eligible employees may enroll in the S.L.P. before October 1. Initial membership will consist of the deposit of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.P. prior to October 1. Members of the S.L.P. during the previous year will not be required to give the two (2) days. This 2-day membership requirement is a one time, new membership requirement.
3. Employees must join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office. Any break in membership will constitute a new membership in any future application to the program. New employees hired after the start of the school year may enroll within one month of employment.
4. If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the Pool will not be established for that school year.

C. Operational Procedures:

1. Withdrawals will be limited to participating employees for use only in cases of the employee's own, or a member of the employee's immediate family, catastrophic personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.P. Committee.
2. Applications for Withdrawals from the Sick Leave Pool must be made on the Sick Leave Pool Form. A physician's statement is required with each application in order for it to be considered.
3. A withdrawal will be considered only after the employee has used all of his/her accumulated sick leave and personal leave days, has used all possible advances of sick leave days, and is not eligible for disability leave under any Ohio Retirement System. During this time of S.L.P. usage, sick leave and personal leave accumulation will be used prior to a withdrawn day being used.
4. Under this procedure, a day donated is equivalent to a day used and S.L.P. accounting will be based on the concept of days donated and days withdrawn.

D. Sick Leave Pool Committee:

1. The Sick Leave Pool is to be regulated by a committee consisting of two (2) members of the HEA bargaining unit to be selected by the President of the HEA, one of whom shall be co-chairman, and two (2) administrators to be selected by the Superintendent, one of who shall be co-chairman. Any action or decision of the Committee will require a majority vote by the entire Committee.

2. The Sick Leave Pool Committee shall develop its operational rules/guidelines that shall be shared with the President of the HEA and Superintendent. The Sick Leave Pool Committee shall from time to time revise its operational rules/guidelines when necessary. Any operational rule/guideline or revision shall be consistent with the provisions of this negotiated provision and shall not conflict with, modify, or otherwise alter the terms of this negotiated agreement.

E. Withdrawal Procedures:

1. The maximum number of times a person may withdraw from the Pool is two times per incident, with 30 days the maximum per request. Sixty (60) days maximum per incident.
2. Withdrawals of sick leave from the S.L.P. shall not require any payback by the acquiring member.

F. Policy Procedures:

1. In consideration of the benefits of participating in the S.L.P., each applicant for membership in the Pool and for benefits from the Pool shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.P. shall be at the sole discretion of the S.L.P. Committee. All decisions of the S.L.P. Committee will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless Hillsboro City Schools, the S.L.P. Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by and of them concerning this application."

2. Application for the S.L.P. days must be made in writing to the Treasurer on a form developed by the S.L.P. Committee.
3. The S.L.P. Committee shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the S.L.P.
5. a. It is agreed that the new operations of the Sick Leave Pool (beginning in the 2007-2008 school year) shall assume that every bargaining unit member as of the ratification and adoption of this procedure shall be a participating member of the S.L.P. and that the aggregate number of donated sick leave days shall be 500. (No additional donations will be required from current bargaining unit members until the S.L.P. fund balance is below 50 days.)  
b. Thereafter, the S.L.P. will require two (2) days from each new contributing employee. When the fund is depleted below fifty (50) days, each participant who has an accumulated sick leave day will be assessed one (1) additional day. The S.L.P. Committee shall be responsible for notifying employees, in writing, anytime an additional day is assessed.

6. Extension of additional days (31 to 60 days) may be applied for in the same manner as original application with a maximum of 60 days per incident.
7. When an employee donates days to the Pool, he/she agrees to the above stated rules for the administration of the Pool and agrees to abide by the stated rules.
8. All decisions of the S.L.P. Committee shall be final and binding, and not subject to grievance/arbitration/etc.
9. Guidelines will be reviewed annually by the Sick Leave Pool Committee.

**8.016 EXTENDED SICK LEAVE:**

All bargaining unit members shall be entitled to an extended leave of absence for up to two years for reasons of serious, extended personal illness after exhaustion of the employee's accumulated sick leave, personal leave, or family medical leave. During the period of extended leave, the Board shall permit the employee to continue his or her insurance provided the employee pays the full cost assessed to the District. Upon return to full-time service, the teacher shall be entitled to reinstatement to the same position if the leave is for up to one year, and, if the leave exceeds one year, to a position similar to the one which he/she held prior to the leave.

**8.017 SICK LEAVE CONVERSION:**

Any bargaining unit member may convert his/her accumulated, unused sick leave under the following conditions:

- A. The bargaining unit may convert ten (10) accumulated, unused sick leave days for one additional personal leave day per school year beyond the accumulation allowed under Section 8.06;
- B. The bargaining unit member must notify the Treasurer during one of the available window periods described in this section of his/her exercise of this conversion option. The window periods are either between August 15 through September 30 or between January 15 through February 15;
- C. Once the conversion has been processed the bargaining unit members accumulated, unused sick leave days will be reduced by ten (10) days;
- D. Bargaining unit members will not be able to exercise this conversion option if the conversion will result in his/her accumulated, unused sick leave days falling below 150 days;
- E. The additional personal leave day that is acquired as the result of this conversion shall be subject to the provisions of Section 8.06.

**8.018 RETURN TO WORK:**

An employee returning to work following an absence from work for five (5) or more consecutive work days due in whole or in part to personal illness/injury, paid or unpaid, must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's

physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the specifics on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may or may not return to active working status. If as a result of this meeting, the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then establish the reasonable accommodations necessary, if possible, to enable the employee to do so.

**8.02 MILITARY LEAVE:**

**8.021 ELIGIBILITY:**

Any bargaining unit member of the Board shall be granted a leave of absence to be inducted or otherwise enter military duty, in accordance with the provision of the law.

**8.022 APPLICATION FOR LEAVE:**

The application for leave for military duty shall be made as far in advance of that duty as is feasible but no later than the date upon which orders to report for military duty are received.

**8.023 APPLICATION FOR REINSTATEMENT:**

Application for reinstatement as a bargaining unit member of the Board shall be made within thirty (30) days after discharge from military service for which leave was granted.

**8.024 REINSTATEMENT:**

Upon evidence of honorable separation from military service and upon proper application for reinstatement to duty, a member of the professional staff shall be re-employed at the beginning of the next school year, subject to passing a physical examination, provided such application is made not less than thirty (30) days prior to the first day of the next school year.

**8.025 SERVICE CREDIT:**

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence in the service of the armed forces of the United States or the auxiliaries thereof shall be counted as though the bargaining unit member's service had been performed during such time.

**8.03 ASSAULT LEAVE:**

**8.031 RIGHT TO LEAVE:**

The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee will be granted up to twenty (20) working days' assault leave. Thereafter, absence will be deducted from the employee's sick leave. During such leave the employee will be maintained on full pay base regardless of other compensation.

**8.032 REQUIREMENTS:**

Assault leave may not be granted under this policy unless the employee in question:

- a. Has a signed, written statement, on forms, provided by the Board, justifying the granting and use of assault leave.
- b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- c. Agrees to file criminal prosecution against the person or persons involved.

**8.033 FALSIFICATION:**

Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

**8.034 REINSTATEMENT RIGHTS:**

A teacher returning to duty following assault shall be returned to the same position as was held at the time of the incident.

**8.04 JURY DUTY LEAVE:**

Employees will be granted jury duty leave in accordance with Ohio law and shall suffer no loss of pay and be permitted to keep the jury duty stipend.

**8.05 MATERNITY LEAVE:**

**8.051 LEAVE RIGHTS:**

A teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) the commencement of pregnancy or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for one (1) year period and upon request may be extended for an additional school year at the discretion of the Superintendent and Board.

**8.052 APPLICATION FOR LEAVE:**

Application for maternity leave shall be in writing.

**8.053 REINSTATEMENT RIGHTS:**

Upon return from approved maternity leave, the teacher shall be entitled to reinstatement to the same position if the leave is for one (1) year or less and if the leave exceeds one (1) year to a similar position which she held prior to the leave. The teacher must maintain his/her current and/or proper certification/licensure.

**8.06 PERSONAL LEAVE:**

**8.061 PERSONAL LEAVE ACCUMULATION:**

Employees may be granted up to three (3) days unrestricted personal leave per year, per certificated staff member, non-accumulative.

**8.062 USE OF PERSONAL LEAVE:**

Such days shall be unrestricted but shall not be used for extending vacations or holidays.

**8.063 APPLICATIONS:**

Application for personal leave should be made as far in advance as possible. All requests will be approved or disapproved by the Superintendent.

**8.064 USE OF UNRESTRICTED DAY(S):**

Teachers shall not give reason(s) for the use of the unrestricted day. The teacher need only fill out the form in order to receive the day.

**8.065 USE LIMITATIONS:**

Except under unusual circumstances, events over which the teacher has no control, and approved by the Superintendent, personal leave as defined in this section shall not be taken during the first and last two (2) weeks of the school year.

**8.066 NON-USE INCENTIVE:**

If an employee does not use his/her personal leave days during the school year, the unused personal leave days shall be rolled over to his/her accumulated sick leave. If the teacher has reached or reaches the maximum accumulation of sick leave days then he/she shall receive payment equal to the unused personal leave days not transferred to his/her sick leave accumulation at the daily rate on the appropriate schedule BA Step 0.

**8.067 TRANSFER**

If a teacher has an unused personal leave day and upon giving written notice to the Treasurer by June 1, a teacher may elect to transfer a maximum of one (1) personal leave day to the following school year in lieu of non-use incentive for that day. Any remaining unused personal leave days will be subject to 8.066.

**8.07 FAMILY AND MEDICAL LEAVE ACT OF 1993:**

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to teachers eligible therefore under the Act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

**8.08 ATTENDANCE INCENTIVE:**

**8.081 MONETARY BONUS:**

Bargaining unit members shall receive a monetary incentive for perfect attendance in the following manner and under the specified conditions:

- A. Perfect attendance will be determined during each quarter (grading period) of each school year;
- B. If a bargaining unit member has perfect attendance during the first, second or third quarter, he/she will be entitled to receive the amount of \$100.00 for each of those quarters of perfect attendance;
- C. If the bargaining unit member has perfect attendance during the fourth quarter of the school year, he/she will be entitled to the amount of \$200.00;
- D. Distribution of the accumulated monetary incentive for each bargaining unit member shall occur at the end of the year, no later than the second pay of July, subject to applicable withholdings and contributions.
- E. Bargaining unit members employed on a part-time schedule shall be eligible for the incentive on a pro-rated basis. By example, if a teacher is employed for one-half the scheduled time of a full-time teacher, the part-time teacher receives one-half of the incentive.

**8.082 EXCLUSIONS:**

Absences due to jury duty, subpoenaed court appearances, assault leave, professional leave and Association leave shall not be counted when determining a unit member's eligibility for the Attendance Incentive.

**8.09 LEAVE NOTIFICATION:**

Any teacher on a leave of absence shall be notified by March 15 of the need to announce his/her intent of returning to work the following school year. The teacher shall announce whether or not they intend to return to work the following school year by April 1.

**8.10 UNIFORMITY:**

The documentation required for any leave shall be uniform among the buildings in the Hillsboro City School District. The Superintendent shall develop the leave documentation requirements in accordance with the collective bargaining agreement provisions and the needs of the District and distribute them to the buildings with instructions concerning the uniform application. If leave is requested for the same day, teachers will have the option of completing the appropriate documentation within two (2) days after returning to work.

## ARTICLE IX – PROFESSIONAL LEAVE

### 9.01 PROFESSIONAL MEETINGS:

#### 9.011 RIGHT TO LEAVE:

Upon approval by the Building Principal, staff members may request to receive paid professional leave for professional meetings which are related to his/her area of certification or program.

#### 9.012 APPLICATION/REIMBURSEMENTS:

A written request containing an estimate of expenses for meals, parking, and necessary related matters must be approved by the Building Principal prior to the meeting date. No reimbursement of expenses for meals, parking, and necessary related matters will occur without prior approval by the Building Principal. Requests for reimbursement of expenses for meals, parking, and necessary related matters shall be properly documented with receipts and submitted to the Treasurer within one week of incurring the expense. Failure to properly document and submit requests for reimbursements within thirty (30) calendar days may result in the loss of said reimbursement. Reimbursements shall be made within thirty (30) calendar days of receipt of the request for reimbursement. Teachers who are denied this leave shall receive the reason(s) for denial, upon request.

#### 9.013 APPEAL FOR DENIAL OF LEAVE:

Should a bargaining unit member be denied professional leave by his/her Building Principal, the employee shall have the right to justify his/her professional leave request to the Superintendent, and the Superintendent shall have the final authority to approve such requests, whether based on inadequate building funds or other valid reasons of denial.

### 9.02 PROFESSIONAL LEAVE OF ABSENCE:

Employees shall be entitled to up to a one (1) year leave of absence for professional growth and development. Notification for such leave shall be delivered in writing to the Superintendent as far in advance of the expected leave date as possible or by June 1, whichever is earlier. The Board may grant requests for leave submitted after June 1. During this period of professional leave of absence, the employee may continue his/her insurance benefits at his/her cost. Upon return to service, the Board will pay its portion of the employee's contribution if the employee elects to purchase retirement credit.

## ARTICLE X – ASSOCIATION LEAVE

The Association shall be permitted six (6) days of leave at the discretion of the Association. The Association shall use these days only for Association business.

## **ARTICLE XI – PAYROLL**

### **11.01 EQUAL INSTALLMENTS:**

Bargaining unit members shall be paid in twenty-four (24) equal installments with pay days occurring on the 15<sup>th</sup> and last day of each month. If the 15<sup>th</sup> or last day of the month fall on a Saturday or Sunday, the pay date shall be the preceding Friday.

### **11.02 PAYDAYS:**

In the event a payday falls on a day when school is not in session (not a Saturday or Sunday), the direct deposit will be issued on the scheduled pay date in accordance with 11.01.

### **11.03 PAYROLL DEDUCTIONS:**

Payroll deductions shall be in accordance with Board policy and this contract.

### **11.04 ELECTRONIC TRANSFERS:**

The Board shall make electronic transfers (direct deposit) of the pay for all members of the bargaining unit. An employee's salary shall be paid by electronic transfer to a bank, credit union, or savings and loan institution of the employee's choosing each pay date. Evidence of the electronic transfer shall be transmitted to the bargaining unit member by means of an electronic pay stub sent via personal or school e-mail. For those bargaining unit members who do not have access to e-mail, a plain paper pay stub shall be issued.

### **11.05 ASSOCIATION DUES DEDUCTION:**

#### **11.051 WRITTEN REQUEST:**

The Board agrees to deduct Association dues from the pay of those employees who individually request in writing that such deductions be made during the period of September 1 to September 30 or February 1 to February 28.

#### **11.052 SUBMISSION TO ASSOCIATION TREASURER:**

The aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the fifteenth (15<sup>th</sup>) of the month after such deductions are made.

#### **11.053 LOCAL ASSOCIATION DUES:**

Local Association dues deducted will be paid directly to the HEA.

### **11.06 PARTICIPATION IN TAX SHELTERED ANNUITY:**

All bargaining unit members shall have the right to select a tax-sheltered annuity or mutual fund of his/her choosing once each school year. Election of such tax sheltered annuity or mutual fund must be filed with the Treasurer's office between August 15 and October 15 of each year. All payment withholdings shall be in accordance with the appropriate signed authorization form. A minimum of ten (10) employees must participate in this program to be in effect.

## **ARTICLE XII – MILEAGE REIMBURSEMENT**

The Board shall pay mileage reimbursement at the IRS rate to all employees who are on professional business approved in advance by the Board and/or Administration.

## **ARTICLE XIII – TUITION REIMBURSEMENT**

### **13.01 FUNDING GUARANTEE:**

It is agreed that funding will be appropriated each year for educational growth payments. Any money not used for one year will be rolled over to the following year and added to the amount set aside for that year. The tuition reimbursement amount for the life of this contract will be \$50,000 per year.

### **13.02 QUALIFICATIONS OF REIMBURSEMENT:**

In order to qualify for this educational growth payment, a teacher must teach in the Hillsboro Schools the year following completion of the work. To clarify, if a teacher completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year in a single sum in a separate check issued after school has started and when the teacher provides a grade slip or certified transcript of work completed, if he/she is still teaching in the Hillsboro Schools.

### **13.03 COURSE OF STUDY:**

Course of study selected is subject to prior approval of the Superintendent. The payment shall apply only towards work beyond the B.A. level. If a teacher applies for an educational growth payment, application should be made to the Superintendent by supplying a copy of the registration form after registration before the course work has been completed. Satisfactory evidence of completion of the course work (grade slip or certified transcripts) will be presented to the Superintendent upon completion of the course work.

### **13.04 PAYMENT LIMITS:**

The amount payable to any teacher shall be the cost of up to a total of ten (10) quarter hours per school year (July-June). Semester hours will be converted to quarter hours for the purpose of reimbursement. On June 30 of each school year, all requests for tuition reimbursement shall be brought together. The total of quarter hours requested for reimbursement by bargaining unit members shall be divided into the total amount of funding available per Article 13.01 until available tuition reimbursement funding for the school year is exhausted to the extent possible. In no event shall payment exceed the actual cost per quarter hour.

**13.05 INFORMATION:**

The Superintendent will notify the Association President and applicants when the annual maximum for the District has been expended. The Association President will be advised quarterly of the names of the bargaining unit members who have requested reimbursement. In addition, the Superintendent will make available to the bargaining unit President those bargaining unit members who have been approved, as well as all bargaining unit employees who have been placed on a waiting list because of the exhaustion of the maximum funds. This information shall include the amount paid to each bargaining unit member for educational growth, and up-to-date balance of unused educational growth fund.

**13.06 COURSE WORK REIMBURSEMENT REQUIREMENTS:**

All course work claimed for reimbursement shall:

1. Have been requested by a bargaining unit member on the proper form.
2. Have been satisfactorily completed during the previous year (July 1 through June 30) by the bargaining unit member and either a grade slip or a transcript submitted to the Treasurer as evidence of successful completion of the above defined educational growth work.

**13.07 REIMBURSEMENT SCHEDULE:**

All payments shall be reimbursed to all bargaining unit members who are eligible for payment on or before October 15 of each year.

**ARTICLE XIV – STRS TAX DEFERRAL PICK-UP**

**14.01 SALARY REDUCTION METHOD:**

The Treasurer of the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

The total annual salary for each employee shall be the salary otherwise payable under his/her contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employee contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

**14.02 TOTAL ANNUAL SALARY COMPUTATION:**

The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

**14.03 APPLICATION TO ALL EMPLOYEES:**

The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option. This provision shall be effective and the "pick-up" shall apply to all payroll payments.

The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred.

**14.04 SEVERABILITY:**

If the IRS or other governmental entity declared the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

Should the Board's payment of deferred salary cause an individual Association member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

**ARTICLE XV – PERSONNEL FILES**

**15.01 PERSONNEL FILES:**

Personnel file information of teachers is kept in Central office. Material in these files includes employment data, work and attendance records, copies of contracts and teaching certificates, evaluations, communications and teaching assignments.

**15.02 COPIES OF FILE CONTENTS:**

Teachers will be given a copy of any additions to their files within a reasonable time at no extra cost to the teacher. Teachers shall be presented the copy of material removed from their files, if any.

**15.03 CORRECTION OF FILE CONTENTS:**

If any employee disputes the accuracy, relevance, timeliness, or completeness of information in said file, he/she may request that the Superintendent investigate the current status of the

information within a reasonable time of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information should be removed. Said employee shall have the right to add rebuttal to any material in his/her file that he/she deems incorrect or incomplete.

**15.04 ACCESS TO FILES:**

The Board further agrees that an employee will have, upon request and within a reasonable time, access to his/her file materials.

**15.05 DISCIPLINARY MATERIAL:**

Any disciplinary material placed in the personnel file shall be signed by the teacher which shall only signify receipt of a copy of the document and not agreement with the content.

**ARTICLE XVI – TEACHER CONTRACTS**

**16.01 ASSIGNMENT:**

The administration will make an effort to notify teachers of their teaching assignments for the next school year by the end of the prior school year but the notification shall be no later than July 1 except under unusual circumstances.

**16.02 CONTRACT SEQUENCE:**

**16.021 BEGINNING, TEMPORARY, PART-TIME TEACHERS:**

Beginning teachers, teachers holding temporary certificates / licensed and part-time teachers shall be hired for a term of one school year. The employment contract of teachers holding temporary certificates/licenses and part-time teachers shall automatically expire at the end of the school year, unless the Board takes action by April 1 of the school year in which the contract expires to renew the employment contract. The provisions of this section shall supersede any conflicting provisions in sections 3319.08 and 3319.11 of the Ohio Revised Code.

**16.022 PROVISIONAL CERTIFICATE / PROFESSIONAL LICENSED TEACHERS:**

Teachers having provisional certificates or Professional Licenses may be employed on the following contract sequence; one (1) year, one (1) year, one (1) year; two (2) years; and three (3) years thereafter. The number of such contracts is not limited.

**16.023 PROFESSIONAL OR PERMANENT CERTIFICATE / PROFESSIONAL LICENSED TEACHERS:**

- A. Teachers holding professional or permanent certificates are eligible at the end of three (3) years of teaching service in the Hillsboro City School District for a continuing contract.
- B. If the teacher eligible for a continuing contract is re-employed, a continuing contract must be issued by the Board of Education, unless the Board, by a three-fourths vote of all members, rejects the Superintendent's recommendation to re-employ the teacher.

- C. If a teacher had been employed on a continuing contract in another district, the Board may, on the recommendation of the Superintendent, grant a continuing contract upon employment.
- D. The Board must grant continuing contract status to the teacher, described in C above, at the completion of two (2) years service within the district if the teacher is re-employed.
- E. The Superintendent may recommend re-employment of a teacher, eligible for a continuing contract, on an extended limited contract of one (1) or two (2) years; provided the Superintendent provides the teacher with written notice of the intent to make such recommendation together with reasons directed at the professional improvement of the teacher and the Board provides the teacher with written notice of its action on the Superintendent's recommendation on or before April 30.
- F. After the expiration of this extended limited contract, the teacher cannot be re-hired except on a continuing contract. This provision concerning the issuance of an extended limited contract with reasons directed at the professional improvement of the teacher shall supersede the relevant provisions of the *Ohio Revised Code* 3319.11.

**16.024 NOTICE OF ELIGIBILITY FOR CONTINUING CONTRACTS:**

Professional Certificates / licenses or written notice of professional certificates / licenses must be on file in the Superintendent's office by April 1 if a teacher is to be considered for a continuing contract. Additionally, a teacher must provide notice to his/her building principal in accordance with the provisions of section 5.02(1)(c) of this agreement. Teachers will not be considered for a continuing contract during the term of a limited contract.

**16.025 WRITTEN REASONS:**

If a teacher does not receive the contract sequence set forth in Section 16.02 above, the teacher will receive the written reason(s) he/she did not receive same. Nothing contained in this provision shall prevent the nonrenewal of a teacher in accordance with Article XVII, Section 17.02 of this agreement.

**16.03 JOB SHARING:**

**16.031 DEFINITION:**

Job sharing shall refer to two certified/licensed staff members voluntarily sharing one full-time position and having no other teaching responsibilities. By definition these staff members shall be considered as part-time employees.

**16.032 GUIDELINES:**

Job sharing may occur as a result of an annual request by certified/licensed staff members indicating a desire to work under the following guidelines:

- A. Responsibilities of the two job shares would be divided and/or allocated according to a plan designed and mutually agreed to by the staff members and the building principal with final approval by the superintendent.
- B. A written plan shall be submitted to the building principal with the following elements:

1. The plan will be in effect for a full school year.
  2. The grade level, building and subject to be shared.
  3. The job sharing staff members are to jointly develop teaching methods, techniques, grading practices and/or job responsibilities that ensure consistency and compatibility of the program.
  4. The percentage of the regular full-time work day and exact time schedule each participant proposes to be present on the site, plus teaching schedule.
- C. An effort will be made to balance special classes, duties and instruction time equally.
- D. The plan should be submitted to the principal by April 15.
- E. The salary of a job sharing teacher shall be the percentage of that teacher salary as set forth in the negotiated agreement as represents the percentage of the job that the teacher works. Benefits shall be available on a pro rata basis. For example, if the two teachers equally share a position, each teacher will be paid 50% of the salary and be entitled to 50% of the total fringe benefits (e.g. insurance, tuition reimbursement, etc...) For each half day missed a half day of sick leave will be deducted. Sick leave may not be used in increments less than half days.
- F. Each teacher shall accrue seniority and service years on a full-time basis.
- G. Both staff members involved will participate in orientation day, in-service day, open house, all parent-teacher conferences together and shall participate in all in-service activities. The staff members will also work together to cooperatively complete report cards, interim progress reports and other communication.
- H. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid half of the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- I. Should there ever be a time, during the current job sharing year, that one or both staff members would refuse to continue to job share with each other, that teacher(s) shall resign his/her position and will then be reconsidered for re-employment based on future openings for which they are certified.
- J. Teachers who wish to participate must locate a candidate for the job sharing partnership. If for some reason one of the teachers involved in job sharing cannot finish out a current school year, it is the responsibility of the other teacher/partner to finish the school year on a full-time basis.
- K. The superintendent must be notified by April 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status. A job sharing arrangement shall be for one (1) year increments and must receive the superintendent's approval for continuation from year to year.

- L. Should a teacher, both teachers or the superintendent wish to discontinue the job sharing assignment for a subsequent school year, the teacher with the greater seniority shall retain the position on a full-time basis. The teacher with the less seniority shall be allowed to transfer to an open position, if any, and if there is no open position, shall be placed on a suspended contract basis until there is an opening.
- M. The Board shall reinstate all eligible job sharing members to full-time status before hiring personnel from outside the district to fill a position for which the eligible job sharing member is certificated/licensed.

## **ARTICLE XVII – TERMINATION AND NONRENEWAL PROCEDURES**

### **17.01 TERMINATION:**

Termination of a teacher's contract shall be in keeping with the provisions of 3319.16 and 3319.161 of the *Ohio Revised Code* and related statutory law.

### **17.02 NONRENEWAL:**

Nonrenewal of limited contracts shall be in keeping with the provision of 3319.11 of the Ohio Revised Code unless otherwise modified by this agreement. Before the Board acts to non-renew a teacher's limited teaching contract, the Board will meet with the teacher prior to the Board action, if the teacher requests the meeting.

### **17.03 SUBSTITUTE TERMINATION:**

The term nonrenewal will not be applicable for those regular full-time substitute teachers under contract for more than sixty (60) days who are on temporary assignment. In those situations, the substitute teacher's employment will automatically come to an end at the expiration of the temporary assignment and the substitute teacher will have no further expectancy to employment.

## **ARTICLE XVIII – INTERNAL SUBSTITUTING**

Teachers who are asked to voluntarily take the place of another teacher shall be compensated at the rate contained in Appendix B.

## **ARTICLE XIX – PUPIL ASSIGNMENT/CLASS SIZE**

### **19.01 ASSIGNMENT OF PUPILS:**

The Superintendent shall exercise the authority granted under 3319.01 of the *Ohio Revised Code* in the assignment of pupils. When a parent request is received, the administration will consider the educational aspects of a proposed assignment. All pupil assignments are subject to the approval of the Superintendent.

**19.02 CLASS SIZE:**

The Board and the Association agree that the academic staff should be adequate to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils and the community, and adequate to provide each staff member the opportunity for intellectual and professional growth.

**19.021 GENERAL PROVISIONS:**

The Board shall continue to strive to maintain an appropriate class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. In addition, the Board agrees to comply with the Ohio Minimum Standards for Elementary and Secondary Schools and its successor and shall strive to adhere to North Central Guidelines. Classes are expected to be balanced with a written rationale when there is a deviation.

**19.03 INCLUSION:**

The administration shall make reasonable efforts to equitably assign special education students to classrooms at each grade and/or subject level and shall make reasonable efforts to notify each teacher at the respective grade level at the affected building regarding the assignment. Any teacher assigned a special education student may ask to reopen the IEP if the student does not appear to be making successful progress and/or passing the class.

**ARTICLE XX – VACANCIES AND TRANSFERS**

**20.01 POSTING NOTICE:**

The Board and the Association agree that the Superintendent shall post on all faculty bulletin boards, when they occur, a notice of permanent vacancies in the Hillsboro district during the school year. Each posting shall show the date on which the vacancy was posted on the bulletin boards. Teachers may seek transfers and will then be given consideration as vacancies occur.

**20.02 POSTING PERIOD:**

Posting shall be for a minimum of eight (8) working days, except in cases of unusual emergency, in the following manner:

1. On bulletin boards in all school buildings (during the school year);
2. Hillsboro City School website unless it is an internal posting only;
3. E-mail to all employees through the district distribution list, once it is available; and
4. At administrative office.

During the thirty (30) day period prior to the start of the school year, the posting period shall be reduced to five (5) working days.

**20.03 REASSIGNMENT:**

Changes in teaching assignment from the previous year shall be discussed with the teacher before action is taken. Reasons for reassignment shall be shared and discussed with the teacher. The final decision will be made by the Superintendent or his/her designee taking into consideration, among other areas, seniority, experience, training and volunteers seeking the transfer. Changes in teaching assignments shall not be arbitrary, unreasonable, or capricious.

**20.04 APPLICATION PROCEDURE FOR VACANCIES:**

1. Teacher is to submit a written request (written or email) for the posted vacancy to the Central Office.
2. As soon as it is known, the Superintendent or his/her designee shall provide written or email notification to the teacher as to whether or not an interview will be granted to him/her.
3. If an interview is conducted, the Superintendent or his/her designee will provide written notification informing the teacher if it is anticipated that the requested transfer to the vacant position will occur. This notification shall be given at the earliest possible time irrespective of formal Board action.

**ARTICLE XXI – COMPLAINTS ABOUT TEACHERS**

**21.01 PRINCIPLE:**

Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level.

**21.02 COMPLAINT PROCEDURE:**

**21.021 STEP 1:**

The principal shall direct a complainant to first discuss the concern with the teacher. However, the Principal may initially engage in an informal discussion with the teacher about concerns expressed prior to the initiation of further steps in the complaint procedure. Such informal discussions shall not be reflected in evaluations or discipline unless the Complaint Procedure has been followed.

**21.022 STEP 2: NOTIFICATION TO TEACHER:**

Whenever a complaint, whether orally or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service or character, the building principal shall inform the teacher of the nature of the complaint immediately. The Principal shall inform the teacher of the complainant's name within a reasonable period of time unless to do so would violate student privacy rights or would hinder an investigation being conducted by an outside public agency.

**21.023 STEP 3: INFORMAL CONFERENCES:**

The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall attempt to resolve the complaint(s).

**21.024 STEP 4: WRITTEN COMPLAINT:**

If such conferences do not lead to an understanding and resolution of the problems involved, a complainant may pursue further action by submitting a complaint against a teacher which must be submitted in writing, and signed by the complainant, to the principal of the school. (See Appendix C) The principal shall give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such a written complaint must be further processed or the matter shall be considered closed. The principal shall give to the complainant a copy of the written complaint and any request for further action.

**21.025 STEP 5: FORMAL CONFERENCES:**

Further action concerning the written complaint shall be initiated by the following procedure:

**21.0251 PRINCIPAL LEVEL:**

If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

**21.0252 SUPERINTENDENT LEVEL:**

If it is not resolved at that level, it may be presented to the Superintendent.

**21.0253 BOARD LEVEL:**

If it is still unresolved, it may be presented to the Board.

**21.03 RIGHT TO REPRESENTATION:**

In each of the steps above, a teacher may request, and be accompanied by counsel or representative of his/her choosing. Any conference regarding such complaints shall be private.

**21.04 WRITTEN COMPLAINTS:**

Written complaint forms shall not be placed in a teacher's personnel file but shall be retained in a separate "Complaint file." No information in this Complaint File shall be used in any disciplinary action, unless it is substantiated and moved into the member's personnel file.

**21.05 COMPLIANCE WITH POLICY:**

When a complaint involves allegations that fall within the purview of the board's anti-bullying/anti-harassment policy, the administration and the Board must follow those procedures which do not guarantee confidentiality.

**ARTICLE XXII – REDUCTION IN FORCE**

**22.01 REASONS FOR RIF:**

If the Board determines it is necessary due to decreased enrollment, return to duty of regular bargaining unit members after leaves of absence, or financial reasons, to reduce the number of certified staff positions, the following procedure shall be followed:

**22.02 SUSPENSION OF CONTRACTS:**

Reductions shall be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

**22.021 SENIORITY LIST:**

- A. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.
- B. A copy of the seniority list shall be provided to the HEA President by October 15 to distribute to certified staff. Any questions regarding the list should be addressed to the HEA President. All disagreements about the accuracy of the seniority list shall be resolved between the HEA President and the Superintendent. The seniority list shall then be initialed by the HEA President and the Superintendent, with copies given to each no later than November 15 unless this time has been extended in writing. Once initialed, the seniority list shall be considered final and serve as the basis from which future additions/deletions are made, as necessary.

**22.022 SENIORITY DEFINED:**

Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.

**22.0221 LEAVES OF ABSENCE:**

Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

**22.0222 TIE IN SERVICE:**

If two or more bargaining unit members have the same length of continuous service, seniority will be determined by: the date of the Board meeting at which the person was hired, and then by; the date the person signed his/her

initial employment contract in this district. Any remaining ties will be broken by lot.

**22.023 ORDER OF REDUCTION:**

Reduction will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided he/she is certificated in that area.

**22.024 RECALL:**

- A. The names of teachers whose contracts are suspended in a reduction-in-force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed. If reinstated during this recall period, a teacher shall retain all previous accumulated seniority.
- B. A teacher to be recalled will be notified in writing via certified U.S. mail and email to the teacher's last known address and District email address and by phone to the number on record before the vacancy is posted or otherwise filled by any person other than a substitute. Any teacher who declines reinstatement or fails to respond within ten (10) working days of the notice of recall shall forfeit reinstatement rights and shall be removed from the recall list.
- C. A teacher can reject an offer of recall to a vacancy position of fewer hours and not forfeit reinstatement rights. However, acceptance of a part-time vacancy shall remove the teacher from the recall list.

**22.03 NOTIFICATION:**

A. Intent:

The Superintendent shall notify the Association President within 24 hours when a determination has been made to effectuate a reduction-in-force.

B. Board Action:

Within 24 hours of Board action that implements a Reduction in Force, the Superintendent shall give the Association President a list of positions to be affected and the date the RIF is to take place.

C. Teacher Notification:

The Superintendent shall notify each teacher whose employment contract is to be suspended, in writing, at a private meeting not during normal working hours.

D. Summer Notice:

During the summer months between academic years, notification to the Association President and teachers shall be accomplished by sending certified mail.

**ARTICLE XXIII – FRINGE BENEFITS**

**23.01 INSURANCE BENEFITS:**

The Board of Education agrees to provide levels of insurance benefits as follows:

**23.011 LIFE INSURANCE:**

The Board will provide and pay for life insurance benefits for each full-time teacher in the sum of Fifty Thousand Dollars (\$50,000.00). Additionally, a full-time teacher may purchase additional life insurance through payroll deduction. A full-time teacher may purchase additional life insurance for dependents and accidental death and dismemberment (AD&D) insurance also through payroll deduction. Part-time teachers will be provided life insurance at a pro-rata amount.

**23.012 HEALTH:**

The Board will pay up to the following amounts per month for each full-time teacher towards the monthly cost of health insurance coverage:

A. Fully Insured – PPO Plan

The Board will offer one or more fully insured, PPO Plans (network) with levels of benefits as agreed to by the insurance committee. The Board will pay a total contribution for this health insurance of up to the following amounts for the corresponding plan:

High Plan	\$1,364.27	Family
	\$1,000.05	Employee & Spouse
	\$906.17	Employee w/Children
	\$469.52	Single
Low Plan	\$1,259.50	Family
	\$890.27	Employee & Spouse
	\$807.63	Employee w/Children
	\$418.44	Single
HDHP	\$1,083.51	Family
	\$734.97	Employee & Spouse
	\$665.96	Employee w/Children
	\$345.06	Single

In subsequent years, premium increases will be equally shared (50/50), however, the Board's contribution shall not be less than the amounts listed above for the plan used. For bargaining unit members who are regularly scheduled to work less than thirty (30) but at least fifteen (15) hours per week, the Board's contribution for health insurance shall be pro-rated. As an example, if a bargaining unit member is regularly scheduled to work twenty (20) hours per week, the Board's pro-rated contribution will be 2/3 of the amount the Board contributes for a full-time teacher.

Health Savings Accounts (HSA) are available as an option to eligible bargaining unit members. For any employee who elects the HSA plan coverage, the Board agrees to pay into that employee's HSA account, as a lump sum in the first month of each plan year, the agreed amount provided by the insurance committee and approved by the board.

If a husband and wife are employed by the Board and are both eligible for this benefit, they will take one family coverage and the spouse who is not the primary insured under the family coverage will opt out of primary health insurance coverage. In that event, the Board will pay the full cost of the health insurance family coverage under this plan and the spouse who opts out will receive the opt-out benefit explained in paragraph B.

**B. Opt-Out**

An employee who is eligible for health insurance coverage and who elects in writing not to receive any health insurance coverage shall receive as an incentive the amount of \$150.00 per month for each month that the employee does not have any coverage under either plan.

Payment of this incentive shall be made as an aggregate amount once every twelve (12) months (payment will be in October of each year).

**C. If the present carrier gives notice during the term of this agreement that it will increase the cost to an extravagant level, either party may initiate bargaining to explore alternative carriers.**

Bargaining unit members eligible for health insurance have the option to receive dental and vision insurance as follows:

**23.013 DENTAL:**

The Board will pay up to \$60.00 per month toward the cost of one plan per family for this insurance with the employee paying \$20.00 per month toward the cost of such a plan.

In subsequent years, premium increases will be equally shared (50/50); however, the Board's contribution shall not be less than \$60.00 per month for family coverage.

**23.014 VISION INSURANCE:**

The Board will provide and pay for vision insurance for the family of each full-time teacher. Part-time teachers will be provided vision insurance at a pro-rata amount.

**23.015 INSURANCE COMMITTEE:**

A. There shall be an Insurance Committee comprised of six (6) members with two (2) members selected by the Hillsboro Education Association (HEA), two (2) members selected by OAPSE, and two (2) members selected by the Superintendent.

B. The Insurance Committee shall review and analyze all relevant health care and health insurance information that may aid in the improvement of the quality of the

health care and stabilize the cost of health insurance for the employees of the Hillsboro Schools and the Board of Education.

- C. The Insurance Committee is charged with the responsibility to make recommendations to the bargaining representatives for the Board, OAPSE and the HEA concerning issues related to health care, health insurance and related issues that may arise.
- D. The Insurance Committee shall meet at least four (4) times each school year for the purpose of reviewing the operation of the health insurance plan and exploring means of making the insurance plan more effective and efficient.
- E. The Insurance Committee shall adopt its operational guidelines and share those guidelines with the Board, OAPSE, and HEA. The Committee shall also amend and revise those guidelines from time to time as the need may arise. Any such amendment or revision shall be shared with the Board, OAPSE, and the HEA.

**23.02 SEVERANCE PAY:**

**23.021 PAID UPON RETIREMENT:**

Severance pay is paid to employees of the Board upon their retirement from active school service under the provision of the appropriate public employee retirement system.

**23.022 RETIREMENT DEFINED:**

Retirement is defined to include the following:

- a. The employee must express his/her intent to retire on or prior to his/her last day of service;
- b. The employee must be eligible to retire on his/her last day of service;
- c. The employee must first receive his/her first check from the retirement system within a period of one hundred twenty (120) days from his/her last date of service;
- d. The employee must have five (5) or more years' service.

**23.023 SEVERANCE PAY FORMULA:**

The severance pay will be equal to one-quarter (1/4) of the value of the employee's accrued, but unused, sick leave with a maximum payment to be the value of fifty-two (52) days of sick leave based on the employee's daily rate of pay at the time of retirement.

**23.024 SUPERSEVERANCE:**

Only in the year in which a bargaining unit member first becomes eligible for normal service retirement, the bargaining unit member shall be eligible for one-quarter (1/4) the value of the employee's total accrued, but unused sick leave as provided by Article 8.011, Sick Leave Accumulation. The maximum payment to be the value of no more than ten (10) additional days of sick leave based on the employee's daily rate of pay at the time of retirement. This provision shall be limited to not more than eight (8)

bargaining unit members per school year. If more than eight (8) bargaining unit members apply, the most senior members shall receive the incentive.

**23.0241 NORMAL SERVICE RETIREMENT DEFINED:**

Normal service retirement is any member who becomes eligible for retirement under the STRS eligibility requirements in existence at the time of retirement.

**23.025 SICK LEAVE ELIMINATION:**

This severance pay eliminates all sick leave credit previously accrued, but unused by the employee.

**23.03 RETIREMENT INCENTIVE PAY:**

**23.031 LUMP SUM PAYMENT FOR AGE/SERVICE RETIREMENT:**

In addition to the provisions in section 23.02 above, each full-time certificated employee who elects to retire at the end of the school year in which he/she attains the age of 55, who has completed twenty-five (25) years or more of active service under the provisions of the appropriate public employees retirement system, and who has served the last ten (10) or more years of service in the Hillsboro Schools shall receive an additional payment of 20% of his/her final annual base salary rate. This amount will be decreased for each year of age beyond 55 as follows:

- Age 55 - 20% of his/her final annual base salary rate.
- Age 56 - 16% of his/her final annual base salary rate.
- Age 57 - 12% of his/her final annual base salary rate.
- Age 58 - 8% of his/her final annual base salary rate.
- Age 59 - 4% of his/her final annual base salary rate.
- Age 60 & beyond - no additional severance payment.

Part-time employees will receive a proportionate share of the above amounts.

The final annual base salary rate shall be calculated without extended time or supplemental payment included.

**23.0311 30 YEARS / UNDER 55 PROVISION:**

Any full-time certificated employee who elects to retire at the end of the school year in which such employee completes thirty (30) or more years of active service, but who has not attained the age of fifty-five (55), shall be eligible to receive the additional severance payment of 20% of his/her annual base salary rate.

Part-time employees will receive a proportionate share of the final base salary.

**23.032 PAYMENT SCHEDULE:**

These payments will be made in January of the year following retirement.

**23.033 RETIREMENT DATE:**

In order to be eligible for the retirement incentive pay the employee must announce his/her intent to retire in writing to the Board on or before May 1 and in fact retire effective July 1 of that year.

**23.04 EARLY RETIREMENT INCENTIVE PLAN – BUYOUT:**

The Board and the Association agree to annually review information for an Early Retirement Incentive Plan. If the parties determine that a savings to the district would be realized, the Early Retirement Incentive Plan may be implemented. The parties shall review information for one-year, two-year, and three-year buyout in determining maximum savings to the district.

**23.05 PLAN 125:**

**23.051 RIGHT TO PARTICIPATE:**

A plan under the Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining member who is qualified shall have the right to participate in the premium/salary reduction section only of Section 125.

**23.052 SELECTION OF COMPANY/FORMS:**

The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms (premium only) shall be submitted to the Treasurer on or before October 1 of each year.

**23.053 CONTINUATION OF PARTICIPATION:**

Once an employee has volunteered to participate in the plan he/she must continue in the plan for the school year except for reasons of death, resignation, or retirement.

**23.054 PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA)**

**23.0541** The Board will make available to any employee that requests, a 125 plan which includes a Flexible Spending Account (FSA). This plan shall allow

employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

- 23.0542** The Board will be responsible for the payment of the start-up cost for this plan. The employee electing to enter the plan will pay a monthly administration fee, if applicable.

## ARTICLE XXIV – COMPENSATION

### 24.01 REGULAR SALARY:

Using the present index, the BA-0 base salary shall be as follows (See Appendix A):

2010-2011	0% increase of BA-0
2011-2012	subject to reopener
2012-2013	subject to reopener

During the two years subject to a reopener, the topic of bargaining will be limited to salary, insurance benefits, and two (2) other items selected by each party.

For the 2010-2011 school year only, members shall receive a monetary incentive equal to 2% (two percent) of their 2010 salary. This incentive will be paid in 1% (one percent) increments in the last pay in November and the last pay in May.

The salary schedule shall include columns for Non-Degree, BA, 150 Hours, MA, and MA + 15 Hours, and MA +30 Hours.

Teachers hired (new to the district) for the 2001-2002 school year and each school year thereafter shall receive full service credit for his/her years of experience for the purpose of salary schedule placement. Any teachers hired prior to the 2001-2002 school year that were not given full service credit for his/her years of experience will be granted up to (2) two years of additional service credit for the purpose of salary schedule placement, effective for the 2004-2005 school year and thereafter. Documentation of service credit and educational training shall be submitted to the Treasurer by September 30. Adjustments to salary schedule placements will be made by October 30.

Effective with the 2010-2011 school year, new hires shall be placed no lower than Step 2 of the Salary Schedule and shall remain at Step 2 until the teacher's actual years of service reach or exceed Step 3. Any member of the bargaining unit who is scheduled to be placed on Step 1 for the 2010-2011 school year shall be placed on Step 2 and shall remain there until the teacher's actual years of service reach or exceed Step 3.

### 24.02 INDEX:

Index to remain unchanged.

### 24.03 SUPPLEMENTAL SALARIES:

Supplemental salaries are based on the BA-0 base in accordance with the supplemental salary schedule. (See Appendix B).

**24.04 SUPPLEMENTAL CONTRACTS – PAYMENT:**

**24.041 EXTENDED SERVICE:**

Payment for extended service must either be in regular paychecks or in two separate checks only after the work has been completed.

**24.042 SEASONAL EXTRA DUTY ASSIGNMENT:**

Per the schedule below, the payment will be in a lump sum, separate paper check, after the assignment has been completed and verification has been received from the proper administrator.

Fall Activities – 2<sup>nd</sup> pay in November  
Winter Activities – 2<sup>nd</sup> pay in March  
Spring Activities – 1<sup>st</sup> pay in June

**24.043 CONTINUOUS EXTRA DUTY ASSIGNMENTS:**

Per the schedule below payment will be in three equal installments in separate paper check payments.

1/3 Supplemental – 2<sup>nd</sup> pay in November  
1/3 Supplemental – 2<sup>nd</sup> pay in March  
1/3 Supplemental – 1<sup>st</sup> pay in June

**ARTICLE XXV – EXTRA WORKDAY(S)**

Workdays prior to the beginning of the official school calendar are voluntary.

**ARTICLE XXVI – EXTENDED CONTRACT**

Extended time will be granted under supplemental contract. Under this contract a teacher will receive his/her per diem salary rate for each day of extended time. A teacher's per diem salary rate shall be his/her salary divided by 183. Extended time payment shall be spread out through the annual payroll cycle (24 pays).

Extended time is not guaranteed for any position that becomes vacant.

Extended Service Contracts

<u>Position</u>	<u>Days</u>
Guidance (HS)	20
Guidance	10
Library (HS)	15
Library (Elem)	10
Vo-Ag	60
Family and Consumer Science	10
M.E.	10
Band	20

All extended contracts require time sheets and documentation for time worked. All extended service contract days must be worked on days that are not regularly contracted work days.

## **ARTICLE XXVII – SCHOOL YEAR AND SCHOOL DAY**

### **27.01 SCHOOL YEAR:**

The length of each school year shall not exceed one hundred eighty-three (183) days as follows:

- Two (2) work days (non-student days)
- Professional Staff In-service Day
- One hundred eighty (180) student days which include two (2) parent-teacher conference days.

### **27.011 YEAR ROUND EDUCATION:**

The parties have agreed to move to year round education is currently on hold. Should the Board decide in the future to pursue year round education the HEA will be an active participant in the planning of such a change, and the Board will bargain with the HEA on any changes in terms and conditions of employment which may be affected by such a change.

### **27.012 TEACHERS NEW TO THE DISTRICT:**

All teachers new to the Hillsboro City School District shall attend an orientation of up to three (3) days with the Administration prior to the first regular teacher work day. In consideration for this attendance, the new teachers will receive a stipend of \$100.00 per day, payable on the first paycheck, if possible, otherwise on the second check.

### **27.02 SCHOOL DAY:**

All teachers may be assigned appropriate starting and dismissal times, provided that their total workday will be no longer than seven and one-quarter (7-1/4) hours, including the duty-free lunch period of at least thirty (30) consecutive minutes.

### **27.03 PLANNING TIME:**

All teachers will receive planning time in accordance with the standards adopted by the State Board of Education, but no less than 200 minutes per week. The administration will try to observe equity within each building without compromising programs and will strive to provide planning time in blocks of at least forty (40) minutes or more, said planning time shall be in addition to the thirty (30) minute lunch period. If there is a deviation from the forty (40) minute block, the administration will provide a written rationale for the deviation.

### **27.04 BUILDING MEETING TIME:**

During the school year, each building principal shall be allotted up to six (6) hours outside the normal school day for the purpose of conducting building meetings. An additional four (4) hours shall be allotted for the sole purpose of addressing Teacher Based Team issues if the six (6) hours have been used first. Teachers shall attend all faculty meetings unless excused by the

building principal. Every attempt shall be made to place building meeting times on the monthly building calendars. Every such building meeting shall be posted at least 48 hours in advance.

**27.05 MEETINGS OUTSIDE OF REGULAR WORK DAY:**

When at the request of an administrator and in accordance with the teacher's schedule, a meeting, as referenced herein, is scheduled outside the teacher work day, the teacher will be compensated at the rate of twenty dollars (\$20) per hour. Examples of such meetings are 504 (Section 504 of the Rehabilitation Act), IEP (Individual Education Plan), and IAT (Intervention Assistance Team) meetings. This Article does not include the building meetings described in Section 27.04 of this Agreement.

**27.06 STATE WAIVER DAYS:**

If approved by the Ohio Department of Education, full days during the school year will be used for professional development and work on district/building goals. During these waiver days, one hour will be set aside for the teachers to devote to record-keeping.

**ARTICLE XXVIII – SCHOOL CALENDAR**

Prior to presenting a recommended school calendar for a school year, the Superintendent and/or designee shall share the proposed calendar with the Association President and advise him/her of the intended date of presentation to the Board of Education. The Association may present written suggestions to the Superintendent concerning the proposed calendar prior to the intended date of presentation to the Board of Education. Nothing in this provision restricts the Board of Education from adopting or amending a school calendar at its discretion.

**ARTICLE XXIX – TUITION FREE ATTENDANCE**

Employees living outside the Hillsboro City School District may enroll their school age dependents including foster children residing in the home in the Hillsboro School District without incurring tuition charges through the open enrollment procedures. All other rules and regulations of the school district shall apply. In the event the open enrollment policy is discontinued, teachers' school age dependents may attend Hillsboro City Schools tuition-free.

**ARTICLE XXX – SMOKE FREE ENVIRONMENT/HEALTH AND SAFETY**

**30.01 SMOKE-FREE ENVIRONMENT:**

**30.011 RECOGNITION:**

The Hillsboro City Board of Education recognizes that the American Cancer Society reports that tobacco smoking is the "single most preventable cause of cancer and the single most preventable cause of disease." The Board further recognizes that smoking can be hazardous to the health of both smoker and non-smoker. Non-smokers can be affected by breathing the toxic products that tobacco smoke adds to the air.

**30.012 HEALTH CONCERNS:**

The Board believes that it is the right of the non-smoker to breathe clean air. The Board also believes that tobacco smoke in a school building denies pupils access to clean air, introduces a substantial health hazard to those pupils and interferes with learning. Likewise, the Board is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during their formative years.

**30.013 SMOKE-FREE ENVIRONMENT:**

Because the Hillsboro City School District Board of Education is dedicated to providing a healthy, comfortable, and productive environment for its staff, students and citizens, it is the intention of the Board that the Hillsboro City School District be smoke-free. To reach this goal, the Board bans smoking and the use of all tobacco products in all school buildings in the District by all persons at all times.

**30.014 COUNSELING:**

In the event a bargaining unit member is found using any smoking tobacco product in a school building, an appropriate Board representative would inform the bargaining unit member of the Board's Smoke Free policy and suggest counseling.

**30.02 HEALTH AND SAFETY:**

The Board shall provide employees with a safe and healthy place to work in accordance with Chapter 4157, *Ohio Revised Code*. The parties agree that any allegations regarding health or safety issues shall be handled in the following manner:

**30.021 NOTIFICATION OF COMPLAINT:**

In an effort to resolve all complaints internally, the Board and/or Administration will first be notified of any complaint and have at least five (5) business days to resolve the complaint.

**30.022 COMPLAINT TO OHIO DEPARTMENT OF INDUSTRIAL RELATIONS:**

If the complaint has not been satisfactorily resolved after the initial five (5) day period, the Association or an individual bargaining unit member may file a complaint with the Ohio Department of Industrial Relations.

**30.023 IMMINENT DANGER OR HARM:**

Any bargaining unit member who reasonably believes a condition presents an imminent danger of death or serious harm to the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected. If the bargaining unit member continues to be assigned to work under such condition, the bargaining unit member may refuse to work under Section 4167.06 of the *Ohio Revised Code*.

**30.024 GRIEVANCE REMEDY:**

Notwithstanding any provision of this contract or relevant law, a bargaining unit member may file a grievance for the Board's failure to provide a safe and healthful working environment.

**ARTICLE XXXI – NEWLY CREATED POSITION**

In the event a new position is created within the scope of the bargaining unit positions, as defined in Article I – Recognition of the Agreement, the Superintendent shall first advise the Association President of the intent to create a new position and provide a copy of the job description. The wages, hours, terms and other conditions of employment for the new position will be governed by this collective bargaining agreement.

**ARTICLE XXXII – DRUG-FREE WORKPLACE**

**32.01 BOARD POLICY:**

All employees shall receive a copy of the Board adopted resolution regarding a drug-free workplace.

**32.02 PROHIBITIONS:**

All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace.

**32.03 DEFINITIONS:**

For the purpose of this provision, the following definitions shall apply:

**32.031 DRUG ABUSE OFFENSES:**

Shall be defined as the unlawful possession, use or distribution of controlled activity regardless of location.

**32.032 WORKPLACE:**

Is defined as any area under the control of the school district or at any school-sponsored activity regardless of location.

**32.04 VIOLATIONS:**

An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.

**32.05 REHABILITATION:**

For employees who are determined to be first time offenders in the workplace, the corrective action shall be a requirement for the employee to complete an appropriate rehabilitation program provided by the Employer.

**32.06 DISCIPLINARY ACTION:**

Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of the contract.

**32.07 REPORTING:**

Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

**32.08 EDUCATION:**

The Employer shall provide a drug-free awareness and education program for all employees.

**ARTICLE XXXIII – DISCIPLINARY PROCEDURES**

**33.01 GENERAL PROVISIONS:**

**33.011 CAUSE:**

No teacher shall be disciplined except in compliance with applicable provisions of this contract and Ohio law.

**33.012 DISCIPLINE DEFINED:**

For the purpose of this Article, discipline shall refer to the actions taken by management to address inappropriate activities of a teacher that relate to his/her job or impact upon his/her effectiveness as a teacher.

**33.013 RESTRICTIONS:**

Discipline shall not refer to performance issues or actions taken in response to a teacher's performance as evidenced through the evaluation procedure, nor shall it refer to nonrenewal actions taken by the Board of Education pursuant to Section 3319.11 of Ohio Revised Code.

**33.02 REPRESENTATION:**

Bargaining unit members who are subject to discipline shall have the right to Association or independent representation.

**33.03 INFORMAL WARNING:**

It is expected that most cases will be disposed of by an informal verbal warning without formal written disciplinary action.

**33.04 PROGRESSIVE DISCIPLINE:**

**33.041 PROCEDURE:**

Formal disciplinary action taken shall be commensurate with the employee's offense. Unless unusual circumstances exist, the following steps shall generally apply:

**33.0411 FIRST STEP:**

Written warning and conference with the administrator.

**33.0412 SECOND STEP:**

Written reprimand and conference with the administrator.

**33.0413 THIRD STEP:**

Suspension by the Superintendent with or without pay, written notice of such and a conference with the Superintendent.

**33.0414 FOURTH STEP:**

Termination by the Board in compliance with the provision of O.R.C. 3319.16.

**33.042 DUE PROCESS GUARANTEE:**

No member of the bargaining unit shall be disciplined without the completion of the due process procedure contained in Section 33.05.

**33.043 NOTICE REQUIREMENTS FOR SUSPENSION WITHOUT PAY:**

Should Section 33.0413 above be contemplated, the teacher shall be provided written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. No member of the bargaining unit shall be suspended without pay until such member has been given reasons why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

**33.05 DUE PROCESS PROCEDURE:**

**33.051 DUE PROCESS**

Due process shall be in accordance with the following and shall be applicable to any discipline found in Section 33.04.

**33.0511 NOTICE OF ALLEGATIONS AND CONFERENCE:**

A written notice setting forth the allegations which, if substantiated could result in disciplinary action, shall be sent to the employee by certified mail or personal service. Said notice shall include the time and place of a conference to discuss said allegations.

**33.0512 CONFERENCE:**

The conference to discuss the allegations shall be attended by the teacher, the Association's representative(s) and the Board of Education's representative(s). Said conference shall be held no later than five (5) days following the teacher's receipt of the notice of allegations or at a time and place mutually agreed upon by the parties.

**33.0513 NOTIFICATION OF DISPOSITION:**

The teacher and the Association President shall be notified by certified mail or personal service of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

**33.052 IMMEDIATE SUSPENSION:**

In cases of immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.

**33.053 PRIVACY OF PROCEEDINGS:**

Except as provided in this Article, no teacher shall be formally reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.

**33.06 TERMINATION:**

The grounds and procedure for the termination of a teacher's contract shall be in compliance with the provisions of O.R.C. 3319.16.

**ARTICLE XXXIV – MENTORING**

A State entry year mentoring program and a Local mentoring program have been established and is outlined in the State entry year and Local Mentor Handbooks. Any changes that may become necessary will be discussed by the HPDC committee and recommended to HEA and the Board of Education bargaining representatives. Payment for State or Local entry year mentor teacher and lead mentor are included in the supplemental salary schedule, Appendix B.

**ARTICLE XXXV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**35.01 PURPOSE:**

The Hillsboro Professional Development Committee (HPDC) shall oversee, review and determine that course work, continuing education units (CEU's) and/or other equivalent activities an educator in the Hillsboro City School District proposes meets the standards adopted by the State Board of Education for the renewal of educator licenses.

**35.02 COMMITTEE COMPOSITION AND SELECTION:**

- a. The HPDC shall be comprised of a total of seven (7) members as follows:  
  
Four (4) teachers elected by the HEA from HEA membership  
Three (3) appointees designated by the Superintendent.
- b. The term of each committee member shall be two (2) years, however, in order to assure continuity the HPDC will stagger the terms of its members. Beginning in 2000 and in every even numbered year thereafter, two teacher positions will be elected and one administrator position will be appointed for a two year term to begin January 1. Each fall of the odd numbered years two teachers will be elected and two administrators will be appointed for a two year term to begin January 1.
- c. If a committee member cannot complete the term, a replacement for the balance of the term shall be named by either the HEA President or the Superintendent depending on which member is involved.
- d. The HPDC shall make suggestions in a report on ways of improving the composition, selection or operation of the HPDC.

**35.03 CHAIRPERSON/RECORDER:**

The Chairperson and Recorder of the HPDC shall be determined by a majority vote of the full committee.

**35.04 ACTION:**

Any action by the HPDC will require four (4) votes favoring the action. Committee members may vote by proxy.

**35.041 ABSTENTION:**

Members of the HPDC will abstain from voting on any issue concerning their own certification/license or those of their immediate family as defined in the negotiated contract section 8.013.

**35.05 SCHEDULED MEETING:**

The HPDC shall meet when necessary to complete its work and shall publish and post its tentative meeting schedule by September 10 of each year so that all educators in the Hillsboro City School District are aware of the schedule.

**35.06 HPDC MEETINGS OUTSIDE OF REGULAR WORK DAY:**

In the event that the Superintendent and the HPDC agree that it is necessary to schedule meetings outside of the regular work day, the members will be paid Twenty Dollars (\$20) per hour not to exceed \$100 per day.

**35.07 APPEAL PROCESS:**

The HPDC shall create and administer an appeal process for employee's to challenge decisions of the HPDC.

**35.08 COSTS:**

HPDC members will be paid for all appropriate costs associated with training, travel and matters related to HPDC activities as approved by the Superintendent and such approval shall not be arbitrarily or unreasonably withheld.

**35.09 CONFIDENTIALITY:**

All members of the HPDC shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

**ARTICLE XXXVI – EMPLOYMENT OF RETIRED TEACHERS**

**36.01 SERVICE CREDIT:**

All teachers who are employed by the Board and who previously retired from teaching will be considered as new to the Hillsboro City School District. As such, maximum number of years service credit that the retired teacher can receive for salary schedule placement is five (5) years in the appropriate available training column. Teachers hired in or before the 2009-2010 school year shall retain the level of service credit awarded when they were hired.

**36.02 LIMITED CONTRACT:**

The retired teacher will be hired under a limited contract. The provisions of this agreement concerning contract sequence (section 16.02) shall not be applicable to the retired teacher.

**36.03 CONTRACT EXPIRATION:**

Each limited contract issued to a retired teacher shall expire at the end of its terms and there will be no requirement on the part of the Board to take action to non-renew the expiring limited contract.

**36.04 RETIRED TEACHER EVALUATION:**

The retired teacher will be exempt from the formal evaluation process (section 5.02A) during the limited contract.

**36.05 RETIRED TEACHER SENIORITY:**

The retired teacher shall be placed at zero (0) years of seniority on any seniority list required by this agreement.

**36.06 ARTICLE PROVISIONS:**

The provisions of this article are intended by the parties to supersede the provisions of R.C. 3319.11 and 3319.111 as those statutes apply to retired teachers who are employed under this article.

## **ARTICLE XXXVII – FLEX CREDIT**

As required by HB 1, in order to offer credit flexibility to the students of Hillsboro City Schools, a memorandum of understanding will be created by the Superintendent, the Association President and the teacher to describe the assignment. This memorandum will be created for any and all teachers who provide this assistance to the students and could include, but is not limited to:

- A. An estimate of the hours involved in assisting the student;
- B. Compensation to the teacher if the work is to be completed outside the teacher workday;
- C. If the project is to be completed inside the teacher workday, scheduling flexibility to give the teacher time for the additional work;
- D. A process to prorate the compensation to the teacher, or adjust the teacher's schedule, if the student decides to discontinue the project before it would naturally end.

## **ARTICLE XXXVIII – DURATION AND INTENT OF AGREEMENT**

### **38.01 COMPLETE AGREEMENT:**

This agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.

### **38.02 BOARD RIGHTS:**

The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such policies, rules, and regulations as it deems appropriate.

### **38.03 ZIPPER CLAUSE:**

Any matter or subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement.

### **38.04 SEVERABILITY:**

If any provision(s) of this agreement conflicts with state or federal law, such provision(s) shall be inoperative except to the extent permitted by law with the remaining provisions herein remaining in effect.

### **38.05 PUBLICATION OF CONTRACT:**

This agreement shall be prepared by the Association and published by the Board and distributed to each bargaining unit member by the Association. The Association President shall receive two hundred (200) copies of the Negotiated Agreement. The Superintendent shall receive one hundred (100) copies of the Negotiated Agreement. The costs of publication shall be shared equally by the Board and the Association.

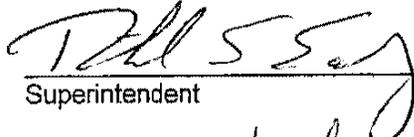
**38.06 DURATION:**

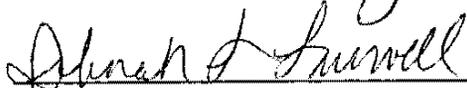
This contract shall be effective from July 1, 2010 through June 30, 2013, except where otherwise provided in this contract.

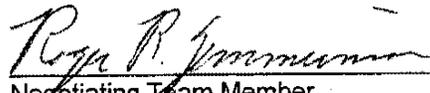
ARTICLE XXXVIII – SIGNATURES TO AGREEMENT

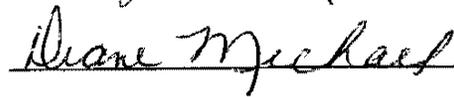
IN WITNESS WHEREOF, the parties hereto have set their hands this 17<sup>th</sup> day of December 2010, at Hillsboro, Ohio.

FOR THE BOARD:

  
\_\_\_\_\_  
Superintendent

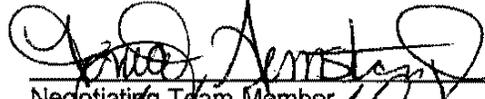
  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Negotiating Team Member

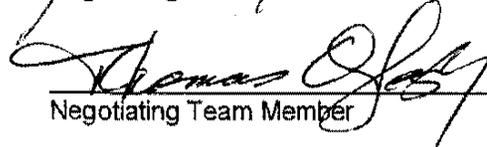
  
\_\_\_\_\_

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

**APPENDIX A – HILLSBORO SALARY SCHEDULE 2010-2011 SCHOOL YEAR**  
**Base: \$29,847**

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>150 Hours</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
Step 0	\$25,803 0.8645	\$29,847 1.0000	\$31,136 1.0432	\$32,053 1.0739	\$33,041 1.1070	\$34,769 1.1649
Step 1	\$26,806 0.8981	\$31,145 1.0435	\$32,542 1.0903	\$33,670 1.1281	\$34,712 1.1630	\$36,440 1.2209
Step 2	\$27,805 0.9316	\$32,447 1.0871	\$33,948 1.1374	\$35,288 1.1823	\$36,383 1.2190	\$38,112 1.2769
Step 3	\$28,808 0.9652	\$33,745 1.1306	\$35,354 1.1845	\$36,906 1.2365	\$38,055 1.2750	\$39,783 1.3329
Step 4	\$29,808 0.9987	\$35,046 1.1742	\$36,760 1.2316	\$38,521 1.2906	\$39,726 1.3310	\$41,454 1.3889
Step 5	\$30,811 1.0323	\$36,345 1.2177	\$38,165 1.2787	\$40,138 1.3448	\$41,398 1.3870	\$43,126 1.4449
Step 6	\$30,811 1.0323	\$37,646 1.2613	\$39,571 1.3258	\$41,756 1.3990	\$43,069 1.4430	\$44,797 1.5009
Step 7	\$30,811 1.0323	\$38,944 1.3048	\$40,977 1.3729	\$43,374 1.4532	\$44,741 1.4990	\$46,469 1.5569
Step 8	\$30,811 1.0323	\$40,246 1.3484	\$42,383 1.4200	\$44,991 1.5074	\$46,412 1.5550	\$48,140 1.6129
Step 9	\$30,811 1.0323	\$41,544 1.3919	\$43,789 1.4671	\$46,609 1.5616	\$48,084 1.6110	\$49,812 1.6689
Step 10	\$30,811 1.0323	\$42,845 1.4355	\$45,194 1.5142	\$48,227 1.6158	\$49,755 1.6670	\$51,483 1.7249
Step 11	\$30,811 1.0323	\$44,144 1.4790	\$46,600 1.5613	\$49,844 1.6700	\$51,426 1.7230	\$53,155 1.7809
Step 12				\$51,462 1.7242	\$53,098 1.7790	\$54,826 1.8369
Step 16		\$45,445 1.5226	\$48,006 1.6084	\$53,080 1.7784	\$54,769 1.8350	\$56,497 1.8929
Step 20		\$46,743 1.5661	\$49,412 1.6555	\$54,698 1.8326	\$56,441 1.8910	\$58,169 1.9489
Step 25		\$48,045 1.6097	\$50,818 1.7026	\$56,315 1.8868	\$58,112 1.9470	\$59,840 2.0049

**APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2010-2011**

Base Salary		\$29,847			
Position	Positions Available	Experience			
		0	1 - 2	3 - 4	5 +
<b>Level I</b>		\$4,179	\$4,776	\$5,372	\$5,969
		14.00%	16.00%	18.00%	20.00%
Varsity Basketball	2				
Varsity Football	1				
<b>Level II</b>		\$2,835	\$2,985	\$3,283	\$3,582
		9.50%	10.00%	11.00%	12.00%
Assistant Athletic Director	2				
Varsity Wrestling Coach	1				
Marching Band Director	1				
Chorus	1				
<b>Level III</b>		\$2,388	\$2,537	\$2,686	\$2,835
		8.00%	8.50%	9.00%	9.50%
Varsity Track	2				
Varsity Baseball	1				
Varsity Softball	1				
Varsity Volleyball	1				
Varsity Cross Country	2				
Varsity Soccer	2				
Assistant Varsity Basketball	2				
Reserve Basketball	2				
Assistant Varsity Football	7				
Assistant Wrestling Coach	2				
Varsity Golf Coach	2				
Tennis Coach	2				
<b>Level IV</b>		\$1,940	\$2,015	\$2,164	\$2,313
		6.50%	6.75%	7.25%	7.75%
Assistant Track	2				
Assistant Baseball	3				
Assistant Softball	3				
Freshman Basketball	2				
Assistant Volleyball	2				
Assistant Soccer	4				
Assistant Cross Country	2				
Assistant Tennis Coach	2				
Assistant Marching Band	1				
Choral Accompanist	1				

**APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2010-2011 (PAGE 2)**

Position	Positions Available	Experience			
		0	1 - 2	3 - 4	5 +
<b>Level V</b>		\$1,343	\$1,492	\$1,642	\$1,940
		4.50%	5.00%	5.50%	6.50%
Varsity Cheerleading*	1				
Middle School Volleyball	2				
Middle School Football	4				
Middle School Track	4				
Middle School Wrestling	2				
Middle School Basketball	4				
Assistant Golf	2				
Middle School Cross Country	2				
Yearbook Advisor	2				
Student Council Advisor	2				
<b>Department Chairs:</b>					
Fine Arts	1				
English	1				
Vocational Tech	1				
Guidance	1				
Science	1				
Special Education	1				
Math	1				
Foreign Language	1				
Social Studies	1				
Musical	2				
Junior Class Advisor	1				
Bookstore	1				
<b>Level VI</b>		\$895	\$1,045	\$1,194	\$1,343
		3.00%	3.50%	4.00%	4.50%
Assistant Cheerleading	4				
Quick Recall	1				
Drill Team	1				
Class Plays	1				
Senior Class Advisor	1				
Language Club Advisor	1				
Auditorium Sound/Lighting	1				
School Newspaper	2				
Broadcasting	1				
Equipment Manager	1				
National Honor Society Advisor	1				
North Central Association Chairperson (HS)	1				
Renaissance Program	1				
Hi-Y	1				
Mock Trial	1				
Power of the Pen	2				

**APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2010-2011 (PAGE 3)**

Position	Positions	Experience			
	Available	0	1 – 2	3 – 4	5 +
<b>Level VII</b>					
Elementary Wrestling Coordinator	1	\$1,520			
Weight Room Supervisor	2	\$1,520			
Gym Coordinator Male	1	\$1,520			
Gym Coordinator Female	1	\$1,520			
Elementary Basketball Coordinator	1	\$1,520			
Camp Joy	1	\$760			
DC Coordinator	1	\$760			
State Entry year Mentor Teacher w/ 1 teacher		\$539			
State Entry year Mentor Teacher w/ 2 entry year teachers		\$754			
State Entry year Lead Mentor		\$1,077			
State Entry year Lead Mentor w/entry year teacher		\$1,346			
Local Mentor Teacher w/ 1 teacher		\$323			
Local Mentor Teacher w/ 2 teachers		\$539			
Sports Chaperone		\$539			
Graduation Organizer		\$539			
Middle School National Honor Society	1	\$485			
Middle School Hi-Y	1	\$485			
<b>HOURLY:</b>					
Detention Supervisor		\$20.00 per hour			
Tutoring/Home Instruction		\$20.00 per hour			
Internal Substitution		\$20.00 per period			
Before & After Regular Hour Meetings		\$20.00 per hour			
Camp Joy, Weight Room Supervisor and Open Gym Coordinator may be split between 2 or more people.					
New positions may be added by mutual agreement.					
Administration reserves the right to fill up to the number of positions available.					
*The position of Varsity Cheerleading Advisor will be offered one of two ways: either seasonally to be compensated at Level V of the Supplemental Salary Schedule or annually, to be compensated at Level II of the Supplemental Salary Schedule.					

**HILLSBORO CITY SCHOOLS  
APPENDIX C - COMPLAINT FORM**

1. Person making complaint: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

4. Date of Incident: \_\_\_\_\_

5. Nature of the Complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Solution requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Other people involved (witnesses & phone numbers): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. Signature of Complainant: \_\_\_\_\_

Date: \_\_\_\_\_

9. Received by: \_\_\_\_\_

Date: \_\_\_\_\_

10. Investigation & Action Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Copy to: \_\_\_ Employee \_\_\_ Principal/Supervisor \_\_\_ Complainant \_\_\_ Supt.

**APPENDIX D - DOCUMENTATION SUBMISSION FORM**  
Central Office

Name \_\_\_\_\_

Date Submitted: \_\_\_\_\_

School \_\_\_\_\_

\*Please check all that apply

**Documentation Deadlines/Reminders**

Sick Leave Pool- (enrollment period)	Aug. 16 – Sept. 30	_____
Direct Deposit- (deadline)	Oct. 1	_____
OEA/HEA Dues- (sign up period)	Sept. 1 – Sept. 30	_____
Tax Sheltered Annuity- (open period; one change per year)	Aug. 15 – Oct. 15	_____
Insurance Changes	As needed	_____
Address and/or name changes	As needed	_____
Federal and/or State tax changes	As needed	_____
Vacancy Application	As needed	_____
Sick Leave Conversion (first open period)	Aug. 15 – Sept. 30	_____
(second open period)	Jan. 15 – Feb. 15	_____

Other \_\_\_\_\_

**Documenting Graduate Hours – submission or original transcripts**

Certification/Licensure	upon completion	_____
Tuition Reimbursement-(deadline)	Sept. 1	_____
Salary Adjustment-(deadline)	Sept. 30	_____

Other \_\_\_\_\_

**COMMENTS:**

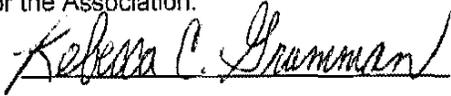
Received By: \_\_\_\_\_

Date/Time Received: \_\_\_\_\_

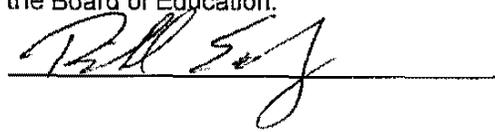
\*Once the central office receives this documentation, a copy of this submission form will be sent immediately to the bargaining unit member to confirm the central office's receipt of this information. If this receipt is not received within 7-10 days, bargaining unit members are encouraged to contact the central office to insure that the necessary paper work was indeed received.

Tentative agreement between the Hillsboro City School District Board of Education and the Hillsboro Education Association for bargaining concluded September 14, 2010.

For the Association:

Handwritten signature of Rebecca C. Gramman in cursive script, positioned above a horizontal line.

For the Board of Education:

Handwritten signature of Bill S. J. in cursive script, positioned above a horizontal line.

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OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timin, 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 serve.*

December 20, 2010

State Employment Relations Board  
65 E. State St., Suite 1200  
Columbus, Ohio 43215-4213

Re: Case No: 2010-MED-04-0585  
Hillsboro Education Association  
-AND-  
Hillsboro Board of Education

2010 DEC 22 P 12:10  
STATE EMPLOYMENT  
RELATIONS BOARD

Dear Sirs:

Please be advised that the Hillsboro Education Association/ OEA / NEA, and the Hillsboro Board of Education have successfully completed negotiations and ratified a new collective bargaining agreement. Enclosed, you will find the ratified and signed successor agreement, effective July 1, 2010 through June 30, 2013.

Enclosed are two (2) copies of the contract. Please return one copy time-stamped to our office in the enclosed postage-paid envelope.

Thank you for your assistance.

Sincerely,

Dan Mueller  
Labor Relations Consultant

DM/jis

Enc: Hillsboro Education Association Master Contract

Cc: Rick Earley, Superintendent (w/o encl.)  
Rebecca Grumman, President HEA (w/o encl.)

