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STATE EMPLOYMENT  
RELATIONS BOARD

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MASTER AGREEMENT  
BETWEEN  
THE HARRISON HILLS CITY SCHOOL DISTRICT  
AND  
THE HARRISON HILLS TEACHERS' ASSOCIATION

JULY 1, 2012 THROUGH JUNE 30, 2015

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## **ARTICLE I – RECOGNITION**

The Harrison Hills City Board of Education, hereinafter “Employer” or “District”, hereby recognizes the Harrison Hills Teachers’ Association OEA/NEA – Local, hereinafter the “Association”/“Union”, as the sole and exclusive bargaining representative, for the purpose of and defined in O.R.C. Chapter 4117, for all full-time and regular part-time personnel under written contract, on leave, or hourly employed by the District performing any work currently being performed by bargaining unit members or any similar work including classroom teachers (pre-school handicap – 12, special and vocational), guidance counselors, librarians, media and program specialists, department heads, visiting teachers, head teachers, speech therapists,\* and tutors for which a teaching certificate/license is required. The Union recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, Supervisors, Business Managers, Administrative Coordinators and Directors, Technology Coordinator, IT Technician, School Psychologist under administrative contract, Gifted Supervisor, Assistant to the Principal, Substitutes, School Nurses and non-certificated/licensed personnel shall be excluded from the bargaining unit. The Employer recognizes that Union representation will include any newly created positions, other than those listed above, unless employment into the position is governed by O.R.C. 3319.01, 3319.02, or 3319.03. Individuals hired by the District to fill any newly created paid position(s) whose duties involve the extensive counseling of students shall possess a school counselor’s certificate/license as issued by the Ohio Department of Education, Division of Teacher Education and Certification/Licensure.

\*Notwithstanding the foregoing, the Board reserves the right to subcontract for any speech therapy services that the Board is unable to obtain through the direct employment of a speech therapist. Speech therapists under subcontract shall be excluded from the bargaining unit.

## **ARTICLE II – GRIEVANCE PROCEDURE**

### A. Rationale

The Board recognizes that, in the interest of effective personnel management, a procedure is necessary whereby the employees of said Board can be assured of a prompt, impartial, and fair hearing on their grievances. Good morale is maintained, as problems arise, by sincere efforts in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise.

### B. Definition of Terms

#### 1. Grievance

A grievance is defined as a claim involving the alleged violation, misinterpretation, or misapplication of a written provision of the Master Agreement entered into between the Board and the Association or administrative rules and regulations.

2. Aggrieved Person

A grievant shall mean a member of the bargaining unit or the Association.

3. Party in Interest

A “party in interest” is the employee or employees making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. Days

For the purpose of this Article, “days” shall mean all workdays, excluding days school is not in session due to Thanksgiving, Christmas, and Easter recesses, or other days during the school year when school is not in session. During the summer, “days” shall mean all days when the Board office is open for business.

C. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Absence of a party in interest will constitute just cause for an automatic five (5) day extension.

1. Informal Procedure

If an employee feels that he/she has a grievance, he/she may first discuss the matter with his/her principal in an effort to resolve the problem informally. The employee may (1) discuss the alleged grievance personally or (2) request that a representative of the Association accompany him/her and request that he/she act on the employee’s behalf.

2. Formal Procedure

a. Level One – School Principal

(i) If the grievance is not resolved at the informal step, or if the grievant has not elected to utilize it, he/she may present his/her grievance formally in writing to his/her principal (See Appendix A-1). The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract which is alleged to have been violated, misinterpreted, or misapplied.

(ii) The aggrieved person and the principal will hold a conference prior to the rendering of the decision. The employee may (1) discuss the grievance personally or (2) request that a representative of the

Association accompany him/her and request that he/she act on the employee's behalf.

- (iii) The principal shall, within five (5) days after the hearing in 2. a (ii) above, render a decision in writing. A copy of the decision shall be forwarded to the grievant, Grievance Chairperson, and Association President.
- (iv) If an employee does not file a grievance in writing with his/her principal within twenty (20) days of an event or condition on which the grievance is based, then the grievance shall have been waived.

b. Level Two – Superintendent of Schools

- (i) If a grievant is not satisfied with the decision concerning his/her grievance at Level One – School Principal, or if no decision has been rendered within five (5) days after the hearing at Level One, he/she may, within five (5) days, refer such grievance in writing to the Superintendent (See Appendix A-2). Attached to the referral statement shall be (1) the written grievance as presented to the principal and (2) a copy of the principal's written decision or a statement relative to the current status of the grievance.
- (ii) The Superintendent shall meet with the aggrieved person within five (5) days after receiving the grievance. The aggrieved employee shall have the right to be represented at such hearing by counsel and/or by the representative of the Association.
- (iii) The Superintendent shall, within five (5) days from the hearing in b.(ii) above, render a decision in writing. A copy of the decision shall be forwarded to the grievant, Grievance Chairperson, and Association President.
- (iv) If, within five (5) days, the grievant has not been sent the Superintendent's written decision, the grievance will be considered resolved in the grievant's favor.

c. Level Three – Board of Education

- (i) If the aggrieved person is not satisfied with the disposition at Level Two – Superintendent, the aggrieved person may refer such grievance in writing to the President of the Board and the Superintendent on the appropriate form found in Appendix A-3 of this agreement.

- (ii) Upon five (5) days advance notice, a hearing shall then be scheduled between the aggrieved person and the Board at the next regular monthly meeting of the Board. Notification of the date, time, and place of the hearing will be given, in writing, to the grievant, Association President, and the Grievance Chairperson.
- (iii) If a request is made to extend the period of time to the following month's regular board meeting, both parties must mutually agree. The Association has the right to have a representative present. The disposition of the Board shall be completed within five (5) work days subsequent to the adjournment of the hearing. A copy of the decision shall be forwarded to the grievant, Association President, and the Grievance Chairperson.
- (iv) If no decision is rendered within five (5) work days, the grievance shall be considered resolved in the grievant's favor.

d. Level Four – Optional Mediation

- (i) If the grievance is not resolved at Level Three, the Board and the Association may mutually agree to attempt to reach a resolution through mediation.
- (ii) The Board and the Association shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call a meeting for the purpose of formulating a resolution of the grievance.
- (iii) All timelines shall be held in abeyance until the mediation process is completed.
- (iv) If an agreement is reached to resolve the grievance at the mediation level, the agreement will be reduced to writing by the parties and signed by a representative of the Association and the Board.

e. Level Five – Arbitration

- (i) If the aggrieved person is not satisfied with the disposition in Level Three-Board of Education or Level Four-Optional Mediation, the Association may request that the issue be submitted to arbitration within ten (10) school days after the Level Three disposition or completion of optional mediation.

- (ii) The arbitrator shall be chosen from a list of seven (7) names, all of whom shall be from Ohio, Pennsylvania, or West Virginia, furnished by the American Arbitration Association by their rules. Each party will have the ability to request a second list.
- (iii) Final resolution shall be rendered within thirty (30) days of the hearing.
- (iv) Each party to the arbitration proceedings shall pay its individual expenses incurred in the presentation of its case. Cost of the Arbitrator's services shall be paid by the Board and the Association, each paying an equal amount.
- (v) The arbitration award shall be binding upon the parties, but no arbitrator shall have the authority to amend, add to, or modify the terms of the agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration.

f. Rights

- (i) No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.
- (ii) Copies of all written decisions of grievances shall be sent to the Association President, the aggrieved, and the Superintendent.

D. Miscellaneous

1. If a grievance affects a group of employees from more than one school, or if the power to grant a remedy is beyond the building principal, the Association may submit such grievance directly to the Superintendent of Schools, and the processing of such grievance shall commence at Level Two. If a grievance affects a group of employees who are subordinates to the same Level One Supervisor, the processing of the grievance shall commence at Level One. In any event, the Association will act in behalf of the aggrieved persons.
2. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives, and members of the Association Grievance Committee. Bargaining unit members may also use the grievance forms located in Appendix A of this Agreement.
3. A grievance may be withdrawn at any level without prejudice or record and such withdrawal must be submitted in writing.
4. All sessions held in connection with the processing of grievances shall be closed sessions and no news releases shall be made concerning progress of the hearings.

5. The grievance procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the proceedings relative to a grievance.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the aggrieved person forfeits his/her rights for further consideration on the specific grievance in question.
8. If an employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.
9. No grievance will be settled without the involvement of the Association.
10. If an arbitration hearing should be held between the parties, the Association agrees to issue subpoenas for any and all bargaining unit witnesses appearing on its behalf. Should the Association fail to produce such subpoenas on or before the day of any arbitration hearing, the District shall have the right to request use of available personal leave or, if no such leave remains, be charged with payroll deduction for time spent away from the place of employment for required hearing appearances.

### **ARTICLE III – PROCEDURAL AGREEMENT**

#### A. Guidelines

1. Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. On or before ninety (90) days prior to the expiration of the contract term, a mutually convenient meeting date for the first negotiation session shall be arranged.
2. At the first bargaining session, the parties shall exchange their initial proposals. After the first meeting neither party shall be allowed to add new proposals without the consent of the other party.
3. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
4. If negotiations are ever conducted during regular school hours, release time will be provided for the Association's Negotiating Team. Since the Association's observers will not be present for these negotiations, the Board will not have observers present.

5. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiation teams shall consist of no more than four (4) persons. Each party will be limited to no more than six (6) observers.
6. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team will designate a spokesperson to be the chief negotiator for his/her respective side. Other members of either team may be called upon to speak by their respective spokesperson.

B. Scope of Negotiations

1. The scope of negotiations shall include all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of any existing provisions of a collective bargaining agreement.
2. Unless otherwise agreed in this collective bargaining agreement, nothing in O.R.C. Chapter 4117 impairs the right and responsibility of each public employer to:
  - a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - b. direct, supervise, evaluate, or hire employees;
  - c. maintain and improve the efficiency and effectiveness of governmental operations;
  - d. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - e. suspend, discipline, demote, or discharge for just cause, or lay-off; transfer, assign, schedule, promote, or retain employees;
  - f. determine the adequacy of the work force;
  - g. determine the overall mission of the employer as a unit of government;
  - h. effectively manage the work force;
  - i. take actions to carry out the mission of the public employer as a governmental unit.

3. The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

C. Exchange of Information

Upon reasonable advance request and at no cost, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiation, and the Association will provide the Board with all available non-confidential information, in such form as it exists, related to subjects of negotiation.

D. Caucus

Either party may request a caucus during a negotiations meeting. Said caucus shall not exceed thirty (30) minutes, unless extended time is mutually agreed upon.

E. Agreement

1. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification and upon such ratification, submitted to the Board for its approval.
2. There shall be two signed copies of any final agreement; one copy shall be retained by the Board, and the other one by the Association.

F. Impasse

1. Thirty-five (35) days prior to the expiration of the current agreement, if the parties have items as yet unresolved, either party may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
2. In the event that agreement is not reached within ten (10) days of the expiration of the existing agreement, the H.H.T.A. shall have the right to proceed in accordance with O.R.C. 4117.14 (D) (2) and 4117.18 (C).
3. Both parties agree that for the duration of this agreement, the foregoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under O.R.C. Chapter 4117.

G. Costs

Any costs and expenses which may be incurred in securing and using the services of the mediator, as described above, shall be shared equally by the parties.

H. In Term Negotiations

1. If an occasion arises during the course of this agreement that involves effects bargaining, the parties, upon request of the Association, will meet and bargain the issue(s) in good faith. Effects bargaining covers those issues which involve wages, hours, and conditions of employment. Such bargaining will commence within fifteen (15) days of the request to hold in term negotiations for effects bargaining, and shall continue for no longer than thirty (30) days from the initial negotiations session, unless extended by mutual agreement.
2. If the parties reach an agreement, a Memorandum of Understanding will be written which both parties will sign.
3. If the parties are unable to resolve the issues, the Federal Mediation and Conciliation Services (FMCS) will be called in to mediate between the two parties. During the school day, one meeting will be held with the mediator. Each side will be limited to four members. Additional meetings with the mediator will be mutually agreed upon and will be held during the school day.
4. If the parties are unable to reach an agreement, it must become an issue for the next round of bargaining.
5. Notwithstanding the above language, the Board is not obligated to bargain over issues that are contrary to law or to minimum standards of the Ohio Department of Education.
6. Any costs and expenses which may be incurred in securing and using the services of the mediator shall be shared equally by the parties.

I. Extension of Time Line

In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree, in writing, to extend this agreement for any period of time.

## ARTICLE IV – COMPENSATION

### A. Base Salary

2013-2015

Effective July 1, 2012, the base salary shall be \$27,007 or State minimum, whichever is higher. See Appendix B 1.

1. There shall be longevity steps on the district salary schedule at eighteen (18) years, twenty-three (23) years, and twenty-seven (27) years of experience.

Longevity shall be defined for salary schedule placement purposes as:

- a. all years of service that the district lawfully granted an employee upon his/her initial placement on the salary schedule according to O.R.C. 3317.13 and O.R.C. 3317.14.
  - b. and all years of service earned as a teacher in the district since initial placement on the salary schedule.
2. The parties further agree that a year of service shall consist of at least 120 days under a teacher's contract.
  3. The Master's + 18 semester hour column is attained by completion of eighteen (18) hours of Post Master's Degree graduate work.
  4. The Master's + 34 semester hour column is attained by completion of thirty-four (34) hours of post Master's Degree graduate work.
  5. A stipend of \$850.00 will be paid to each bargaining unit member each year of this three (3) year Agreement. Payment will be made in two (2) equal payments; payable the first pay of September and the first pay of December.

### B. Supplemental Salary Schedule

1. The supplemental salaries shall be determined by multiplying the index numbers in the supplemental salary schedule by the regular salary schedules for steps 0 through 5. (See Appendices B-2)
2. The payment level for newly created supplemental positions will begin at the zero (0) pay step.
3. Compensation for supplemental salary work by bargaining unit members or non-bargaining unit members shall be paid the second pay in November, March, or June, depending on the supplemental work activity.

4. If a supplemental position of attendance officer is created and awarded to a bargaining unit member who is to perform duties beyond the normal work day, the position shall be bid.

C. Class Advisors

1. All class advisors will be responsible for meeting with class officers and class membership.
2. All class advisors will be responsible for planning and conducting one major fundraiser per year and sponsoring one school improvement project, which must be approved by the Principal and the Superintendent.
3. An effort will be made to provide the advisor with written approval or disapproval of the fundraiser or the school improvement project within fifteen (15) work days of the date the Principal signs the form.

D. Payroll Deductions

1. The Board shall provide the following payroll deductions to members of the bargaining unit.
  - a. Employees' Credit Union.
  - b. Tax Sheltered Annuity (TSA) [Any annuity company not currently in Harrison Hills must have a minimum of ten (10) enrollees to qualify for payroll deduction].

Changes to TSA contributions may only be done as follows:

- (i) To increase contributions, a Maximum Exclusion Allowance Worksheet must be completed by the employee in order that calculations may be done to show that no over funding will occur as a result of the increase.
  - (ii) An employee, who is presently making contributions, may change companies by enrolling with an approved annuity company after completing a Maximum Exclusion Allowance Worksheet.
  - (iii) Staff members hired after June 1, 1999, may make contributions to a TSA as long as they enroll with a company that appears on the district's approved annuity vendor list and completes a Maximum Exclusion Allowance Worksheet.
  - (iv) Maximum Exclusion Allowance Worksheets and resulting calculations must be completed and returned to the employee within two weeks (14 calendar days).
- c. Professional Dues

(i) Request for professional dues deduction shall be made prior to the first pay in October of each school year and the final deduction must be made by the last pay in June of the same school year.

(ii) These deductions will commence with the first pay in October and continue in equal installments through the last pay in June of the same school year.

d. Political Deductions

e. Sick and Accident Insurance

f. Savings Bonds (There must be a minimum of ten (10) enrollees to qualify for payroll deduction).

E. STRS Pick Up

1. The Board herewith agrees with the Association to pick up (assume and pay) contributions to the State Teachers' Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

a. The amount to be picked up and paid on behalf of each employee shall be one percent (1%) of the employee's compensation, including supplemental earnings without reduction or deduction from the employee's gross salary.

b. The percentage picked up shall apply uniformly to all members of the bargaining unit.

c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

d. The pick-up shall become effective 9/1/84 and shall apply to all compensation, including supplemental earnings thereafter.

2. The Board shall shelter the remaining teacher paid retirement. This change in procedure will be of no cost to the Board and is only for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as tax laws allow. Teachers are individually responsible for reviewing the relationship between this article and their other tax deferral arrangements, if any.

F. Salary Payments

1. The annual salary of each teacher shall be paid in twenty-six (26) installments.

2. Salary installments shall be paid at two week intervals in substantially equal amounts by direct deposit at a financial institution of the employee's choice. The

direct deposit form can be found on the district's portal page or in the fiscal office.

3. Compensation for additional duties and/or curriculum based programs that are done outside the normal work day will receive remuneration on the pay following receipt of approved authorization of time and/or hours. Payment may not occur within the current pay period, but will be paid the following pay period.
4. If, during the school day, a teacher performs an additional duty or attends a curriculum based program for which there is a stipend, that teacher will receive payment as stated in paragraph 3 above.
5. It is the responsibility of the coordinator to submit necessary paperwork within one (1) week of completion of additional duties and/or curriculum based programs.
6. Summer salary installments not directly deposited pursuant to Article IV D 1 g shall be mailed to teachers at the Board's expense on the last Thursday of each two week pay interval. A teacher may otherwise notify the Treasurer by the immediately preceding Wednesday that he/she wishes to pick up the pay check in person and shall do so by 2:00 p.m. that pay day.

G. Travel Allowance

1. The Board shall reimburse professional staff members who use their personal automobiles for directed travel and travel to professional meetings for which leave has been granted at the current rate per mile allowed under I.R.S. Regulations applicable for the time period during which the mileage is incurred.
2. Bargaining unit members must submit completed travel expenses on current forms to the Superintendent or his/her designee by the seventh (7<sup>th</sup>) calendar day, following the month in which the travel occurred. Upon submission, the Superintendent and/or his/her designee will stamp the date received. All properly submitted forms will then be submitted to the Board at its next regular board meeting, following the month in which travel occurred, for payment to the bargaining unit member.
3. Payment for travel may be picked up at the Board Office the next school or business day following the regular scheduled board meeting or the payment will be sent with the next scheduled salary payment.

H. Severance Pay

1. At the date of the retirement of an employee from the Harrison Hills City School District, the Board will convert to severance pay one-fourth (1/4) of the first 144 days of his/her accumulated sick leave plus one-eighth (1/8) of his/her accumulated sick leave in excess of 144 days up to a limit of three hundred thirty-five (335) days.

2. The employee shall advise the Treasurer in writing accompanied by verification of receipt of his/her retirement system benefit check to initiate the issuance of severance pay.
3. If an eligible employee should die while actively employed by the District, the severance pay shall be paid as a death benefit to his/her beneficiary as designated by the group life insurance policy.
4. To be eligible for severance pay under this section, an employee must have a minimum of five (5) years of service in the District.

I. Tuition Reimbursement

1. Tuition shall be reimbursed at the rate of \$250.00 per semester hour or \$185.00 per quarter hour. Upon prior approval by the Superintendent, the teacher will be reimbursed for courses which relate to job responsibilities of affected teachers. (See Appendix C) Reimbursement shall be made on or about October 1 of each year.
2. Tuition reimbursement shall be provided as follows: A total of \$25,000 each year will be set aside for bargaining unit members by the Board in its annual budget for tuition reimbursement. Such reimbursement monies shall be fairly distributed among those who apply.
  - a. Payment will be made upon evidence of completion with a grade of "C" or better for undergraduate courses.
  - b. Payment will be made upon evidence of completion with a grade of "B" or better for graduate courses.
  - c. All course work must be for undergraduate or graduate credit in the field of education. No undergraduate work will be considered for meeting the requirements of the MA+.
  - d. Employees shall be reimbursed at a rate not to exceed the actual registration cost for each/any course hour successfully completed.
  - e. Reimbursement for courses taken during the school year shall not be provided under this policy if the teacher does not return to the district for the subsequent school year.
  - f. If not an experienced teacher, the employee will not be considered for tuition reimbursement prior to May 1 of his/her initial contract year.
  - g. The Association shall be provided a tuition reimbursement report on or about October 1 of each year that includes:

- (i) bargaining unit members' names,
  - (ii) types of hours (semester or quarter) taken per individual,
  - (iii) number of hours taken per individual,
  - (iv) total amount reimbursed per individual.
- h. Tuition will be reimbursed for no more than fifteen (15) semester hours or twenty-one (21) quarter hours.
  - i. For employees hired before July 1, 2004, tuition reimbursement for video correspondence courses from an accredited college or university shall be made for no more than ten (10) semester hours or fifteen (15) quarter hours.
  - j. For employees hired on or after July 1, 2004, tuition reimbursement shall be for no more than ten (10) semester hours or fifteen (15) quarter hours. Such hours shall not be available for correspondence courses, excluding interactive video distance learning courses from an accredited college or university.

J. Salary Adjustment

- 1. When a teacher completes additional training which would qualify the teacher for a higher salary classification, the salary of the teacher will be adjusted the pay period following a written request for readjustment from the teacher to the Treasurer and presentation of a certified transcript or letter of credit from a college or university registrar.
- 2. The teacher may request a dated initialed copy of said request indicating the date the Treasurer received it. Such request will be made in writing either in the initial letter requesting readjustments or by separate letter.

K. Home Instruction – Tutoring Pay

- 1. The pay for home instruction (tutoring) provided by a bargaining unit member shall be \$24.00 per hour or any part thereof. The pay for home instruction (tutoring) provided by bargaining unit members to severely disabled students shall be \$27.00 per hour or any part thereof.
- 2. Such instruction will be provided beyond the work day (defined in Article VIII., Section F) when provided by a bargaining unit member.

I. Head Teacher

1. When the Superintendent determines a Head Teacher is needed for a building, the Head Teacher position(s) will be posted and will be filled for one school year.
2. The Head Teacher shall be compensated at a rate of one hundred fifty dollars (\$150.00) per the building's regular classroom units.

**ARTICLE V – INSURANCE**

A. Hospitalization / Major Medical Insurance

1. The Board shall purchase basic hospital/major medical insurance coverage as set forth in Appendix L for each certificated/licensed employee. Each bargaining unit member hired prior to July 1, 2012 will pay \$23.50 for single coverage and \$49.00 for family coverage per month. Each employee hired on or after July 1, 2012, will pay five percent (5%) of the premium up to a maximum of \$120.00 per month for a family plan and \$50.00 per month for a single plan for hospitalization and major medical insurance. The medical plan will include participation in a PPO with steerage.

B. Life Insurance

The Board will purchase a thirty-five thousand dollar (\$35,000) Term Life Policy, including AD & D, per employee.

C. Health

Physical examinations or health tests required by the Board or by law will be made available by the Board at no cost to the teacher.

D. Insurance Provisions

The Association will receive, at its cost, one copy of the District's health care and major medical policy. All bargaining unit members will receive a copy of the complete plan description for each of the insurances offered.

E. Dental Insurance

Effective September 1, 1980, the Board shall purchase from an insurance carrier licensed by the State of Ohio dental insurance for each teacher and for his/her family, if the teacher so elects, with benefits, limitations, and specifications equal to or exceeding the level stated below:

Calendar Year Deductible

Type I Services	None
Type II, III & Orthodontic Services Combined	\$25 per person
	\$50 per family

## Benefit Percentages

Type I Services	100% of reasonable charge
Type II Services	80% of reasonable charge
Type III Services	60% of reasonable charge
Orthodontic Services Combined	60% of reasonable charge

## Maximum Benefit Payable Per Calendar Year

Type I, II, & III Services Combined	\$2,500 per person
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## Maximum Lifetime Benefit

Orthodontic Service	\$850 per person
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Employees should consult the plan booklet for an explanation of Type I, II, III and IV benefits.

## F. Vision Care

The Board shall contribute ninety dollars (\$90.00) per year per employee to secure a vision care plan that is equal to our present plan.

## G. Waiver of Insurance

1. Bargaining unit members may elect not to be covered under the Hospitalization/Major Medical Insurance Plan. In consideration of their waiver of the insurance coverage, they shall receive a \$1,500.00 bonus subject to the following provisions:
  - a. The employee must waive his/her right to coverage in writing to the Treasurer by August 31 of each year.
  - b. Coverage must be waived for the period September 1 through August 31 of each year.
  - c. Spouses employed by the district are not eligible for this benefit.
2. Bargaining unit members who have participated in this waiver for at least one year may re-apply for insurance coverage subject to the approval of the district's insurance coverage.
3. After the initial year of this agreement, a \$1,000.00 bonus shall be paid to those employees who continue to waive their insurance coverage as outlined in paragraph 1 of this section.

H. Section 125 Plan

The Board shall establish a Section 125 Premium Only Plan, which shall include the insurance waivers set forth in Section G of this Article. Effective January 1, 2008, the Board will add a Flexible Spending Account (FSA) option to the Section 125 Plan in accordance with federal law. Costs incurred in the administration of the FSA shall be deducted from any balance left in the individual FSAs at the end of the year. The Board will pay any remaining costs of administration. Bargaining unit members may participate in the FSA on a voluntary basis and shall be responsible for all contributions to the FSA. Bargaining unit members who annually authorize the deduction shall make their contributions to the FSA through a pre-tax payroll deduction in accordance with IRS regulations.

I. Insurance Committee

The Harrison Hills Teachers' Association, the district's administration, and any other bargaining units in the district shall have an equal number of representatives on any insurance committee. Said committee will be created for the purpose of reviewing the district's current insurance program, exploring other alternative and cost-containment measures, and educating bargaining unit members about usage. The members of the committee will be trained in Committee Effectiveness for Health Care provided by the Federal Mediation and Conciliation Service. Prior to the implementation of any recommendations made by the committee, they must be approved by a vote of the membership of the Harrison Hills Teachers' Association and by a vote of the membership of any other bargaining units in the district.

**ARTICLE VI – LEAVES**

A. Leave Incentive

1. Any employee who has not had an absence (zero) due to the use of sick leave, personal leave, or deduct in pay at the conclusion of any nine-week marking period will be granted a leave incentive stipend as indicated in the following schedule:

1<sup>st</sup> Nine Weeks – Fifty Dollars (\$50.00)  
2<sup>nd</sup> Nine Weeks – Sixty Dollars (\$60.00)  
3<sup>rd</sup> Nine Weeks – Seventy Dollars (\$70.00)  
4<sup>th</sup> Nine Weeks – One Hundred Dollars (\$100.00)

2. Any employee who has had an absence of one (1) day or less for the same reasons stated above, at the conclusion of the school year will be granted a leave incentive stipend of one hundred twenty-five dollars (\$125.00).
3. Payment for incentive earned for either or both of the first/second incentive periods will be made in the second pay following the first semester. Payment of the leave incentive stipend for the third/fourth incentive periods shall be made at the second pay of June.

4. Both incentive payments will be made by separate checks. A bargaining unit member may request in writing to the Treasurer that the first incentive stipends be held until the June incentive pay date.

B. Sick Leave

1. Each full time employee shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
2. Employees, upon approval of the Superintendent or his/her designated representative, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, pregnancy, or death in the employee's immediate family. The immediate family is interpreted to mean parent (including step-parent), child (including step-child, foster child, guardianship), spouse, all other persons who have assumed a similar legal relationship to the bargaining unit member and residing at the same household for at least two (2) years (proof to be determined by post office, or voter registration, or school records), sister, brother, step-brother, step-sister, grandparent, grandchild, aunt, uncle, niece, nephew, or in-law.
3. Any employee shall furnish a written, signed statement on the appropriate form to justify the use of sick leave. (Sec Appendix D) If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or termination of employment.
4. Part-time employees shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
5. Personal leave may not be charged to sick leave.
6. The basis for computing a day's pay shall be the employee's annual salary divided by the number of his/her work days in the year.
7. Any new employee, upon reporting for work the first day of the school year, shall be entitled to five (5) days sick leave credit. The credit is deemed insurance, and represents the amount of credit to be earned by the employee through the month of December.
8. All sick leave work days shall be cumulative, and any or all unused portions of the monthly allowance shall be credited to the employee's sick leave total.
9. For an employee who has built up a cumulative sick leave allowance, benefits commence on the date of the beginning of school.

10. Each employee possessing cumulative leave shall be entitled to consume any or all unused portions of such allowance for the preceding years which, together with the allowance for the current year, shall not exceed three hundred thirty-five (335) days.
11. No teacher's pay will be reduced (docked) until credited sick leave is used up.
12. If any teacher is absent for five (5) or more days in any two (2) month period, the Board may request a doctor's verification for such illness.
13. When an extended medical leave of absence is used by a bargaining unit member, a written statement by his/her physician shall be necessary before returning to work that indicates that said individual is again physically and mentally capable of performing his/her assigned duties for the position held, as requested by the Superintendent.
14. Routine eye and dental examinations are to be limited to one-half (1/2) day if within fifteen (15) miles of the school.
15. No bargaining unit member will be deprived of any rights, due process, or contractual privileges inherent in state and federal law or this contract, as a result of a chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual remedies.

C. Personal Leave

1. Each employee is entitled to a maximum of three (3) days of non-accumulative personal leave per school year. Written notice of personal leave must be filed with the Superintendent at least one (1) week in advance of the day requested, except in the event of an emergency. (See Appendix E)
2. Personal leave will be granted on the day immediately preceding or immediately following a holiday or vacation period if no more than ten (10) members of the bargaining unit are out district wide for personal leave on such a day. Four weeks advance notice must be given for such requests. Requests will be approved on a "first approved basis"; however, if bargaining unit members complete an application on the same day and the request is for the same day the member who is more senior will be approved for the personal day.
3. In case of an emergency, the Superintendent should be notified.
4. Unused personal leave, up to three (3) days, may be converted to accumulative sick leave after June 30 of each year. Such leave shall accumulate up to the maximum aggregate of sick leave as provided in Article VI, Section B of this agreement.

D. Maternity/Child Rearing Leave

1. Maternity

- a. A maternity leave is absence from school due to pregnancy or recovery therefrom. A teacher may use sick leave from the time her doctor states she is no longer able to work until the doctor releases her or she takes unpaid leave.
- b. A teacher taking maternity leave will be returned to her position.

2. Child Rearing Leave

- a. Child rearing leave is absence from school, without pay, for the purpose of rearing a child. Such leave is available to the natural or adoptive parent.
- b. A teacher who desires a child rearing leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of the leave.
- c. All child rearing leave may be for a period of up to one (1) school year or a fraction thereof.
- d. Teachers who have requested and been granted child rearing leave, for less than the entire school year, shall notify the Superintendent of their intention to return to work not later than ten (10) working days prior to the intended date of return.
- e. Employees who have requested and been granted child rearing leave for the entire school year or that portion of the school year including the fourth marking period shall notify the Superintendent of their intention to return for the succeeding school year not later than April 10. Said employee, as per O.R.C., may tender a resignation by July 10 without concurrence of the Board.
- f. A teacher on child rearing leave for one half (1/2) year or less shall resume teaching in the same position held prior to the leave. A teacher on child rearing leave for longer than one half (1/2) of the school year shall resume teaching in a similar position to that held before taking such leave and for which a valid certificate/license is held, if they have less than three (3) years of experience in the District. A teacher who has three (3) or more years of experience shall resume teaching in the same position, unless that position no longer exists due to a Reduction in Force (RIF) or a bump.

E. Professional Leave

1. Each year the Board shall set aside an amount in its annual budget of eight thousand dollars (\$8,000.00) for certain expenses connected with attendance at professional meetings or conferences.
  - a. A form (See Appendix F-2) will be completed by the attendee for each professional meeting or conference attended. The form will serve as an evaluation of the content, presenters, and topics covered and an opinion as to the suitability of this presentation for local in-service. The attendee, when asked by the Principal, shall provide a verbal report of the professional meeting for which a fee was paid or reimbursement was requested. This presentation will be to members of the attendee's department, grade level, or building.
  - b. The staff member shall submit the evaluation form with the request for reimbursement of meeting expenses.
2. Visits to other schools or institutions must be relevant to the staff member's subject area and assignment. Visits and observations within one's own building must be based upon approved rationale. Teachers are encouraged to attend curriculum oriented conferences and workshops related to their instructional responsibilities.
3. It shall be the policy of the Board to provide a fair distribution of the budgeted funds among bargaining unit members and that such funds will be split equally between first and second semesters. Unused professional leave funds from the first semester shall be carried over to the second semester to be added to the amount available for professional leave reimbursement. Monies remaining at the close of the second semester will not be carried over to the next fiscal year.
  - a. Attendance at the same professional meeting/workshop shall be limited to not more than four (4) members of the district's total bargaining unit. Only two (2) people per building will be approved unless the maximum number is not reached by application from other buildings.
  - b. Consideration will be given to those who did not attend the same meeting the previous year.
  - c. If limitations of the number of applicants are necessary, approval will be made as to the first applicant from different buildings.
  - d. Notification of approval will be returned to the applicant within one (1) week of receipt of the professional leave request in the Superintendent's Office.
4. Notice will be given in the Pay Day News when funds for professional leave expense reimbursement have been depleted. If cancellation(s) of professional meetings occur and money that was encumbered becomes available, requests for

reimbursement shall be approved in the order in which they were received, provided the conference is still available.

5. The guidelines for granting of professional leave shall be as follows:
  - a. Professional leave may be requested in conjunction with the staff member's current assignment (regular or supplemental). (See Appendix F-1).
  - b. A flier or announcement of the meeting should accompany the request for leave. In the case of multiple applications, only one (1) flier or announcement is needed.
  - c. A professional leave request must be submitted two weeks in advance of the meeting and be accompanied by a statement of expenses to be reimbursed.
  - d. The Superintendent's approval is required in all cases.
  - e. Once approval to attend the meeting has been received by the applicant, the applicant is responsible for registering for the meeting.
  
6. Expenses and reimbursement shall be as follows:
  - a. The registration fee for an approved meeting, conference, or workshop will be paid directly by the Board when properly submitted.
  - b. Reimbursement for mileage at the approved rate will be made to the driver when his/her vehicle is used. Travel by public transportation will be reimbursed for round trip fare. All parking expenses shall be reimbursed, except for valet parking expenses. Valet parking will be allowed for disabled staff attending a professional meeting. When two or more staff members attend the same meeting, they are encouraged to share such costs as are possible (i.e. travel, lodging).
  - c. Lodging expenses will be reimbursed at the rate of seventy-five dollars (\$75.00) per night, excluding tax, fees, and personal expenses not directly related to the meeting. Common sense must prevail in selection of accommodations.
  - d. A food allowance will be made, with receipts, for reimbursement of meal expenses at the rate of a maximum of twenty dollars (\$20.00) for an approved all day conference. The maximum allowance for food during a one half (1/2) day conference will be ten dollars (\$10.00) reimbursement with receipt. The cost of a meal(s), when included in conference registration, will be applied to the schedule for reimbursement allowance.

- e. An employee granted professional leave based upon his/her supplemental assignment will not be reimbursed by the Board for expenses incurred on such leave.
7. Bargaining unit members who are requested by the administration to attend specific meetings as representatives of the district and/or while supervising the district's students as participants in a Board approved activity will not be charged with the use of professional leave for such absence. Approved absence for such circumstances shall be termed "Superintendent's Assignment" and is permissible under O.R.C. 3319.01.
8. Upon receipt of the Association President by January 30, for the first semester and August 1, for the second semester, the Treasurer will provide such information related to the expenditure of professional leave funds for bargaining unit members.
9. When schools are closed due to inclement weather, attendance at professional meetings shall be at the discretion of the bargaining unit member.

F. Assault Leave

1. A doctor must certify that assault leave is necessary for an absence longer than two (2) days.
2. A teacher who is absent due to disability resulting from an assault on the teacher which occurs in the normal course of Board employment shall be entitled to assault leave in accordance with O.R.C. 3319.143. (See Appendix D)
3. The leave will be granted only for the period of disability and while on assault leave the teacher will receive full pay, less any Workers' Compensation he/she receives, and fringe benefits as though he/she were actively employed.
4. This policy does not apply to assaults between employees if the employee claiming assault is found to be responsible (either by eye witnesses or by a court of law) for the assault.
5. The administration will cooperate in prosecution pursuant to the criminal laws of the State of Ohio and local ordinances.

G. Professional Leave of Absence

1. When requesting a professional leave, a plan for professional growth shall be filed in writing no later than May 31 of the school year preceding the year in which the leave is requested.

2. Upon the written request of a member of the bargaining unit, the Board may grant a leave of absence for a period of one (1) school year for professional purposes. Under special circumstances, leave may be extended for one (1) year.
3. Such leave is without pay and fringe benefits would be available under the COBRA provisions.
4. A bargaining unit member returning from a leave of absence shall return to the same position held prior to taking the leave unless the position no longer exists due to a RIF.
5. The Association agrees that the position does not have to be posted as vacant.
6. Seniority will not be interrupted nor will it accumulate during the unpaid leave.
7. At the conclusion of the leave, the teacher must provide evidence that the plan for professional growth was followed, unless extenuating circumstances exist.
8. Bargaining unit members are prohibited from pursuing other employment while on a leave of absence.

H. Court Duty Leave

A member of the bargaining unit summoned for jury duty or subpoenaed as a witness shall be granted court leave. He/She shall be paid the difference between his/her regular salary and the remuneration he/she receives as a juror or as a witness. (See Appendix E)

I. Failure to Report

1. Failure to report for work following the expiration of Professional Leave, Child Rearing Leave, or Maternity Leave (extended leaves) without notifying the Superintendent or his/her designee of the need and reason for additional absence shall be considered by the Board as termination of contract by the employee.
2. The parties recognize that "emergency necessitated absence" does occur, and thus, a grace period of 72 hours will be allowed before failure to notify becomes effective in the circumstances referred to in paragraph I of this section.

J. Cancellation of Leave

1. If the district, or a particular building within the district, is closed for the entire day due to inclement weather or a calamity on a day during which a bargaining unit member is on leave (sick, personal, court, assault, association, or professional) or a deduct in pay, the staff member shall not have the day(s) charged for sick leave.
2. If the district, or a particular building within the district, is closed before noon due to inclement weather or calamity, the bargaining unit member scheduled to be

absent due to approved leave, as above, or deduct in pay, will not be charged that half (1/2) day for such leave or absence.

3. The bargaining unit member shall be responsible for completion and submission of a leave cancellation form notifying the Treasurer of the cancellation (See Appendix G)
4. In case of professional leave when the meeting, conference, etc., is held in spite of school closing and the individual participates with expectation of reimbursement, the day or partial day of leave shall be charged.
5. When schools are closed due to inclement weather, bargaining unit members are not required to use approved leaves.

K. Family and Medical Leave

1. All bargaining unit members shall enjoy the benefits of this Agreement and the Family and Medical Leave Act of 1993 (FMLA). The Board agrees to provide leave in accordance with the final rules promulgated under this law.
2. A year shall be defined as the twelve (12) month period of time from the beginning of the last usage under FMLA by the employee.
3. A bargaining unit member shall exhaust all paid sick leave and personal leave prior to the commencement of leave under FMLA.
4. Any alleged violation(s) of this section shall be resolved solely through Article II (Grievance Procedure) of this contract.

L. Unpaid Personal Leave

1. This type of leave of absence may be for oneself or another person. Upon the written request of a member of the bargaining unit, the Board may grant a leave of absence for a period of one (1) year for personal purposes. A bargaining unit member returning from a leave of absence shall return to the same position held prior to taking the leave unless that position no longer exists due to a RIF. The Association agrees that the position does not have to be posted as vacant. Under special circumstances, leave may be extended for one (1) year in which case the position would be posted as vacant, and the bargaining unit member returning from the leave would not be entitled to the same position.
2. Such leave is without pay, and fringe benefits would be available under the COBRA provisions.
3. Seniority will not be interrupted nor will it accumulate during the unpaid leave.
4. Bargaining unit members are prohibited from pursuing other employment while on leave of absence.

M. Military Leave

The Board shall provide military leave of absence to a teacher in accordance with O.R.C. 3319.14.

N. Special Education Leave

Special education teachers may be granted up to three (3) days of professional leave upon the approval of the Special Programs Coordinator, during the school year for the purpose of Individual Education Program (IEP) preparation and conferences. Said teachers will report to the building designated for these purposes by the Special Programs Coordinator. An effort will be made to make computers available for IEP preparation. During such leave, special education teachers will be relieved from classroom duties.

**ARTICLE VII – JOB SECURITY**

A. Non-Renewal of Limited Contracts

The below stated procedures relative to non-renewal of limited contracts shall prevail:

1. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board that the teacher will not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew need not be stated in the letter, but if the decision is related to the performance of a teacher, the decision must be supportable by evidence contained in the teacher's evaluation file. The evaluation file shall be open for the inspection of the teacher and/or his/her designated representative at all times.
2. The reasons for a decision leading to a recommendation not to re-employ a non-tenure teacher shall be made available in writing to the affected teacher, at his/her option.
3. In the event that the teacher desires a hearing before the Board, the teacher shall deliver or cause to be delivered the original copy of the request to the President of the Board and copies to the Treasurer and the Superintendent.
4. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within ten (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time, and place.
5. The hearing shall be of a private nature and shall be conducted in executive session of the Board.
6. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing.

7. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.
8. Any decision for non-renewal must be based on reasonable grounds and be based on a fair and honest cause, regulated by good faith.
9. Items 7 and 8 are only in effect after a teacher has been employed by the District for a period of three years.

B. Just Cause

1. No member of the bargaining unit shall be disciplined, suspended, or non-renewed without just cause. However, for non-renewal purposes only, just cause shall be afforded to bargaining unit members who are employed in the district for three (3) years or more as provided in Article VII, Section A. 7, 8, and 9.
2. The termination of a teacher's contract will be according to O.R.C. 3319.16 and 3319.161.

C. Individual Contracts and Assignment Letters

1. Individual Contracts

- a. All teachers employed by the Board shall be issued written contracts in accordance with the O.R.C. Such contracts shall include the following information:
  - (i) Annual compensation to be paid for the first year of the contract.
  - (ii) Basis of determining compensation (i.e. amount of training and years of experience credited to the teacher).
  - (iii) Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.

2. Individual Assignment Letters

- a. Each teacher employed by the Board will be issued a personnel assignment letter by August 8 of each year. The letter will contain the following information related to the teacher for the following school year:
  - (i) Building assignment;
  - (ii) Grade level assignment (elementary) or specific subject assignments; and
  - (iii) A copy of the school calendar adopted by the Board.

- b. Bargaining unit members who receive a new assignment after this date shall be issued a new personnel assignment letter within five (5) days of the confirmation of assignment by the Board.
- c. No bargaining unit member shall be moved from his/her specific assignment after August 8 except either to fill a vacancy or to be involuntarily transferred as a result of being displaced by a more senior bargaining unit member whose position has been eliminated.

3. Sequence of Limited Contracts

- a. Limited contracts issued after the effective date of this agreement to all members of the bargaining unit who do not qualify for a continuing contract shall have the following duration:

First Contract	1 year
Second Contract	1 year
Third Contract	1 year
Fourth Contract	2 years
Fifth Contract and thereafter	3 years

- b. Staff members whose limited contracts are to be considered for renewal, who were absent for more than sixty (60) days in that year, and who could not be properly evaluated, shall have their limited contract extended for a year before their initial multi-year contract is considered.
- c. Teachers eligible for continuing contract status shall be those teachers who, having attained continuing contract status elsewhere, have served two (2) years in this district and those teachers who have taught three (3) of the last five (5) years in the district and meet the following requirements:
  - (i) Hold a professional, permanent, or life teacher's certificate.
  - (ii) Hold a professional educator license and have completed the applicable one of the following:
    - (a) If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate of license, as specified in rules adopted by the State Board of Education.
    - (b) If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to

the teaching field since the initial issuance of such certificate or license, as specified in rules adopted by the State Board of Education.

- d. If a teacher in a multi-year contract becomes eligible for a continuing contract upon meeting the requirements of O.R.C. 3319.11, the teacher will be granted a continuing contract unless the Superintendent notifies the teacher in writing prior to April 30, with reasons directed at the professional improvement of the teacher.
- e. Continuing contract status will be afforded to a bargaining unit member on the date the Board approves the Superintendent's recommendation.

### **ARTICLE VIII -- TERMS AND CONDITIONS OF EMPLOYMENT**

#### A. Professional Personnel Record File

- 1. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.
- 2. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them which will become a matter of record. Teachers may be requested by the Principal to address parental concerns in conferences by attempting to reach satisfactory solutions to such expressed concerns.
- 3. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review. Inspections must take place Monday through Friday, excluding holidays, at the office of the Treasurer at times arranged by the teacher.
- 4. Materials will be removed from a teacher's file when it is determined to be inaccurate or incomplete by the grievance procedure. A teacher shall be entitled to a copy at his/her expense of any material in his/her file.
- 5. All evaluations/observations shall be kept in the teacher's file.
- 6. Records of oral and written reprimands shall be removed from the personnel file three (3) years after the effective date of the reprimand providing there are no

intervening disciplinary actions during the three (3) year period. If a written reprimand, suspension, or dismissal of a teacher is rendered invalid, all documents relating thereto will be removed from the teacher's personnel file.

B. Teacher Evaluation

1. Purpose

- a. To improve instruction
- b. To help the teacher to achieve greater effectiveness in teaching
- c. To provide definite written records of a teacher's performance to be used:
  - (i) as evidence of a teacher's performance;
  - (ii) in advancement of position and awarding of continued employment;
  - (iii) as reference material for recommendation to other systems;
  - (iv) to serve as written documentation in cases of non-renewal.

2. Open Appraisal

- a. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- b. All personnel, during the first month of school, shall be thoroughly advised by the Principal as to the evaluation procedure. (See Appendix H)

3. Fair Consideration of Work Effort

- a. No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observations of his/her classroom work. There will be two observations completed by the evaluator and each will be of at least thirty (30) minutes duration for each evaluation.
- b. All observations shall be followed within ten (10) school days by a conference between the evaluator and the teacher in order for questions arising from the observations to be discussed.
- c. The evaluator shall write a report on all such observations.
- d. The written report will contain the results of the evaluation and will include specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements.
- e. Teachers shall be given, within ten (10) school days, a copy of any class visit report, evaluation report, or recorded observations prepared by their principals.

- f. When practicable, no observations will be conducted the day before or the day after a holiday.
- g. All evaluations shall acknowledge strengths as well as weaknesses.
- h. All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation but only that the evaluation has been inspected by him/her.
- i. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

4. Representation

If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall have the right to have a representative of the Association present at any such meeting.

5. Correcting Deficiencies

A teacher who is declared deficient shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies. The administration shall give definite positive assistance to the teacher to the degree that time and resources permit.

6. Frequency of Evaluations

- a. Teachers, in the year in which their contract expires, shall be evaluated twice in the school year. The first evaluation shall occur before January 15 with a written report to the teacher being due no later than January 25. The second evaluation shall occur between February 10 and April 1 with a written report to the teacher being due no later than April 10.
- b. Teachers during the term of a multi-year limited contract should be evaluated a minimum of once each year. Teachers with a three (3) year contract will be evaluated at least two (2) of the three (3) years or they can not be non-renewed.
- c. Teachers on a continuing contract should be evaluated a minimum of once every five (5) years.
- d. Should any teacher request an evaluation, the evaluator will make such evaluation within ten (10) school days.

7. The parties agree that the foregoing evaluation procedure will supersede and take the place of O.R.C. 3319.111.

The parties also intend that, in the event the evaluation procedures are not properly followed in Section B. of this Article, a teacher non-renewed due to deficiencies noted in his/her evaluation shall be reinstated to the contract to which he/she is entitled under Article VII, Section C.3.

C. Vacancies and Transfers

1. Notice of Vacancy

- a. The Board shall notify all bargaining unit members of all vacancies as soon as they become known. Vacancies shall be posted in the district in the Pay Day News.

Such notice shall include:

- (i) Position(s) available
  - (ii) Subject area, grade level and/or duties of the position
  - (iii) Deadline for application
  - (iv) Effective starting date
  - (v) Any additional pertinent information
- b. No vacancy shall be filled until after seven (7) work days from the date of the posting, unless the vacancy occurs during the school year. If the vacancy occurs during the school year, it will be filled on a temporary basis and shall be posted as vacant. The vacancy will be filled at the end of the first semester or at the end of the school year in accordance with the remainder of this section.

2. Filling a Vacancy

- a. A teacher desiring to apply for a vacancy shall notify the Superintendent in writing within seven (7) work days of the date of the posting of a vacancy.
- b. No vacancy in a regular bargaining unit position shall be filled with a new employee unless there is no qualified applicant currently employed by the Board.
- c. An applicant for a vacancy in a regular bargaining unit position shall be considered to be qualified if he/she is certified/licensed to hold such a position. Vacancies in a regular bargaining unit position shall be filled by the qualified applicant who has the most seniority.
- d. The bargaining unit member who will be recommended for the vacant position shall be notified by the Superintendent or his/her designee no later than three (3) working days after the end of the posting period.

3. Involuntary Transfers

- a. An involuntarily transferred teacher will have the right to select the position to which he/she will be transferred, provided the involuntarily transferred teacher is:
  - (i) certified/licensed for the position
  - (ii) that the desired position is held by a teacher with less seniority and
  - (iii) certification/licensure must either be on file in the Superintendent's Office or an official letter from the college/university registrar verifying that the institution has signed section L. of the certificate/license application for addition of the subject area/grade level required for the position to which transfer is sought.

#### 4. Seniority for Vacancies and Transfers

- a. In matters of voluntary and involuntary transfers, seniority shall be defined as the length of continuous service that a teacher has worked in this district. Such continuous service is not broken by time spent on approved leave(s) of absence or while on the RIF list. Seniority does not increase during the time spent on leave or on RIF.
- b. After completing five (5) years of service in this district and holding a continuing contract, a teacher shall be termed to have "Super Seniority Status" and shall be considered more senior than those employed under limited contracts, regardless of the number of years of service in the district.
- c. A teacher shall be considered to have greater seniority when he/she holds more continuous length of service than those under the same type of contract.
- d. Should a tie occur in determining seniority for teachers employed prior to June 1, 1998, who hold the same type of contract, the tie shall be broken by the date of official Board action taken with respect to current period of employment, and then by the date on which the employee signed the offered contract, and then the order in which the names appear in the official Board minute book or if separate minute books, a flip of the coin shall be utilized to break a tie as to seniority.
- e. All bargaining unit members employed after June 1, 1998, shall have their ties broken by the hire date by Board action. For those hired on the same date, it will then be determined by the date of completed job application.
- f. Super Seniority shall afford the continuing contract holder certain rights in matters of voluntary and involuntary transfer.

- (i) voluntary transfer: Super Seniority will assure the teacher seniority rights over all limited contract holders who apply for a posted vacancy.
  - (ii) involuntary transfer: Super Seniority will enable a teacher to select the position to which he/she would transfer, whenever his/her original/current position is affected, necessitating movement and when the position preferred is held by an individual less senior.
- g. The Superintendent will establish a Seniority List. This Seniority List will be sent to the Association President by December 1 of each year.
- (i) On or by December 1 a list shall be posted in each building and given to each Principal.
  - (ii) Bargaining unit members shall have thirty (30) days to review the list, check for errors, and notify the Superintendent's Office with corrections.
  - (iii) On or before January 10, a revised Seniority List will be sent to the Association President and at that time the list shall be deemed correct for that year.
  - (iv) Bargaining unit members who gain additional certification(s)/license(s) will be placed immediately in the appropriate area(s) upon notifying the Superintendent in writing and presenting a copy of the new certificate/license.
  - (v) Any revisions of the Seniority List will be sent to the Association President, posted in each building, and given to each Principal.

D. Filling a Supplemental Vacancy

1. All supplemental contract vacancies shall be posted in the Pay Day News to determine whether or not there are existing staff members interested in the vacant position(s).
2. The vacant supplemental position shall not be filled until the notice of vacancy has been posted for seven (7) days, unless the Superintendent and Association President agree to waive the seven (7) day waiting period.
3. Determination and assessment of all applicants' qualifications will be made by the Superintendent.
4. Qualified applicants as determined by the Superintendent from the bargaining unit shall be considered for and awarded supplemental positions below the athletic

director and the head varsity coaches level before non-bargaining unit members may be considered.

5. When there is more than one (1) qualified applicant from the bargaining unit for a vacant supplemental position below the athletic director and head varsity coaches level, preference shall be given to the applicant who has held the position for the past three (3) years.
6. Individuals holding supplemental positions shall be evaluated annually by the Superintendent or a designated administrator.

E. Reduction in Force

1. The Board may institute a Reduction in Force (RIF) by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district in accordance with O.R.C. 3319.17. Such reduction may not take place after September 1, unless it affects the subsequent school year.
2. In making such reduction by suspending contracts, the Board shall proceed in accordance with the recommendation of the Superintendent who shall give preference to continuing contracts and seniority as set forth in paragraph four (4) below.
3. Seniority shall be defined as the length of continuous service as a teacher. Seniority will not be interrupted by approved leaves of absence or RIF, nor will seniority accumulate during the term of the leaves of absence or RIF. Should a tie occur in determining seniority, the same procedure shall be followed as in Article VIII., Section C. 4. d. and e.
4. When RIF becomes necessary, it shall occur as follows:
  - a. Non-tenured teachers holding temporary certification/licensure will be the first ones suspended.
  - b. Fully certificated/licensed limited contract teachers shall be the next ones suspended.
  - c. Continuing contract teachers shall be the last persons suspended.

Within each of the items (a) through (c), reductions shall be made in such a manner that the persons in those areas having the least seniority will be the first to be suspended.

5. Once it is determined which teachers are to be suspended, the Board shall establish a RIF list and such list shall be given to the Association President.
6. A teacher whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he/she is certified/licensed. He/she

may also be offered temporary certification/licensure for an available position within the subject area he/she taught before non-bargaining unit members are hired on a temporary certificate/license. Such teachers shall be recalled in descending order of seniority with continuing contract teachers being recalled first and then, secondly, fully certificated/licensed limited contract teachers. No new teachers shall be employed by the Board while there are teachers on the RIF list who are certificated/licensed for any open teaching position.

7. Teachers being recalled shall be notified by certified mail to the teacher's last known address and shall have ten (10) calendar days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
8. If the teacher fails to respond in the affirmative upon recall within fifteen (15) calendar days from the date the recall notification was delivered, he/she shall be removed from the RIF list and the Board shall have no further obligations to him/her. Notwithstanding the previous sentence, a teacher who refuses a temporary certificate/license as provided for in E. 6., shall not be removed from the RIF list during the three (3) calendar year recall limit as provided for in E. 9.
9. Each teacher shall remain on the RIF list for up to three (3) calendar years from his/her last date of service unless he/she fails to accept a recall. The year shall be from September 1 to August 31.
10. Where group insurance policies and state law permit, a teacher on the RIF list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment, provided the teacher pays the group rate for such benefits.
11. The Administration will provide letters of recommendation for teachers affected by a RIF, and will attempt to provide other forms of assistance, where possible, upon the request of the teacher.

F. Teacher Work Day

Except for head teachers performing compensated extra duty assignments that require attendance beyond the posted school day:

1. The school day for teachers shall be 7 1/3 hours. It shall include an uninterrupted duty free lunch period of at least thirty (30) consecutive minutes.
2. Teachers directed to remain present in the building beyond the 7 1/3 hours shall be paid for such time at the rate of \$15.00 per hour.
3. The length of the school day may be extended for faculty meetings. Such meetings shall be limited to one (1) per month during the school year or a maximum of nine (9) per school year. When possible, faculty meetings will start before the end of the teacher's work day and last for no more than thirty-five (35)

minutes from the time it is called to order. At least one week advanced notice will be given to the teachers required to attend. Failure to notify teachers in a timely manner shall be cause for them not to attend required meetings.

4. Once a month teachers will be expected to stay beyond the 7 1/3 hour school day to conduct grade level/departmental level meetings. Such meetings shall last for thirty-five (35) minutes. When possible, meetings will start before the end of the teacher's workday and last for thirty-five (35) minutes from the time it is called to order. At least one week advanced notice must be given to the teachers required to attend. Failure to notify teachers in a timely manner shall be cause for them not to attend required meetings.
5. Teachers' attendance of evening meetings shall be on a voluntary basis.

#### G. School Year

1. In addition to 178 instructional days, the Board will provide five (5) days free of pupils as follows:
  - a. Two days at the beginning of the school year for professional meeting/teacher orientation.
  - b. Two days for parent-teacher conferences.
  - c. One day for in-service education.
2. On the final day of school for students, teachers will be responsible for completing those records and other such matters as are necessary for closing the school year in an orderly fashion. Teachers may begin "check out" at the end of the normal workday as set forth in Article VIII., Section F.1. once all the paperwork/duties have been completed. If graduation falls on the final day for students, teacher check out for high school teachers will be held the following day at 9:00 a.m. (If on Friday, then check out will be on Saturday morning.)
3. The school year shall consist of one hundred eighty-three (183) days unless waived by the State of Ohio or increased by act of the Ohio Legislature/State Board of Education. Except for bargaining unit members employed under extended time contracts, the school year shall begin on the last Monday in August. However, when the last Monday of August falls on the 31<sup>st</sup>, the school year will begin one week earlier than that date.
4. Classes will not be scheduled on the following days:

Labor Day

Parent-Teacher Conference (the Tuesday evening preceding Thanksgiving recess)

Thanksgiving Recess – Wednesday, Thursday, Friday and the following Monday

Christmas (noted below in 5)

New Year's Day

Martin Luther King Day

President's Day  
Easter (the preceding Thursday through the following Monday)  
Memorial Day  
Independence Day

5. Christmas Recess

Unless otherwise agreed to in writing by the Association, the Christmas recess will be scheduled in accordance with the following formula:

When Christmas occurs on: The final work day preceding Christmas will be:

Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Friday
Friday	Friday
Saturday	Tuesday
Sunday	Tuesday

6. Unless otherwise agreed to in writing by the Association, classes will resume on January 2 unless New Year's Day occurs on a Sunday, in which case classes will resume on January 3. When New Year's is observed on Thursday, Friday, or Saturday, classes will resume on the next Monday.

7. The following days will be used for make-up of excess days or hours of school closing as necessitated by weather and/or other calamity on a district wide or building by building basis:

- a. President's Day, Thursday preceding Easter and then the day(s) following the scheduled final day of classes for students and extending until the excess calamity time is made up.
- b. Excess calamity days made up prior to legislative waiver shall not further reduce the district's minimum school year calendar.
- c. In no case shall the bargaining unit member be required to work more days than the number for which contracted without compensation at his/her regular daily rate of pay.

H. School Calendar

1. A teachers' committee shall be selected by the Association. They shall meet with the Superintendent and/or his/her designated representatives at mutually agreed times to formulate the school calendar only if the Superintendent or his/her designee, or the Association requests such a meeting during any given school year.

2. A calendar, established in keeping with the agreed guidelines in Article VIII., Section G. (School Year) of this agreement, shall be recommended by the Superintendent to the Board at its regular March meeting. The Board shall adopt such calendar in accordance with O.R.C. and applicable regulations of the Ohio Department of Education.

I. Planning Periods

1. All senior high and junior high school teachers shall have one planning period daily, the length of which must be equal to one normal class period.
2. Elementary teachers will have at least five (5) planning periods per week, with one planning period daily. Such planning periods will be for thirty (30) consecutive minutes. During such planning periods, the regular classroom teacher need not remain in the classroom.
3. Planning periods shall be scheduled while that building is open for pupil instruction.
4. Teachers shall not leave the building during their planning period without the permission of the Principal or designee.

J. Grade and Attendance Records and Reports

1. Only teachers will award grades for the subjects they teach. Such grades will be reported twice at designated grade periods, except the final period when all year-end grades will be recorded up to a maximum of three times.
2. Teachers will report pupils who are absent from their classes. All other attendance records and reports will be made by administrative personnel.

K. Parent-Teacher Communication

1. Effective communication between the parent and the teacher is vital to the interests of the student and the teacher. The Board and its administration will encourage the practice of direct parent-teacher conferences.
2. If a parent conference with an administrator regarding a problem or concern about his/her child involves a particular teacher, the administrator will immediately inform the teacher of the nature and scope of any such communication. The principal, who is the immediate supervisor to the teacher, shall be informed of the problem and shall attempt to arrange a conference with himself/herself, the teacher, and the parent in an effort to resolve the problem or concern. If the conference does not take place within ten (10) school days, the administrator and principal will disregard the content of any conference when considering the teacher involved for re-employment, evaluation, assignment, etc.

3. If an elementary student (Grades K-8) is to be promoted even though the classroom teacher has failed the child, such person promoting the child will attach to the child's permanent record a statement as follows:

I have promoted \_\_\_\_\_ Student's Name \_\_\_\_\_ even though his/her teacher \_\_\_\_\_ Teacher's Name \_\_\_\_\_ has failed him/her. In doing so, I accept any responsibility for problems or concerns occurring as a result of this promotion.

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### L. Non-Teaching Duties

1. Teachers shall not be required to perform the following duties in the school cafeteria: food preparation, food serving, utensil processing, cafeteria clean-up, and collection of monies in the lunchroom.
2. Teachers shall not be required to perform the duties of custodial employees as, for example, maintenance, washing, painting, or cleaning.
3. Teacher aides in elementary buildings should be used to handle lunchroom supervision of students, playground, and bus loading duties whenever the Principal can make them available.
4. The Principal will work with teachers in his/her building to develop specific job descriptions of general fund aides. Following the determination of assignment and general job description of an educational aide, and subject to supervision by the teacher's immediate administrative officer, a teacher to whom an educational aide is assigned shall make all final determinations of duties to be assigned to such aide. However, no teacher to whom an educational aide is assigned shall be required to evaluate the educational aide.
5. It shall not be necessary for certificated/licensed employees to be present in areas being supervised by teacher aides.
6. Members of the bargaining unit shall not be required to perform the following items or procedures except those members who are employed and assigned to teach Multiple Disabilities Units where certain functions must be performed. These functions must be performed to promote the acquisition of basic skills leading to independent functional daily living, adaptive behavior, and/or necessary prerequisites for continuing the sequential educational programs that are stated on the student's IEP.
  - a. Performing medical procedures
  - b. Dispensing prescription medicine
  - c. Inserting catheters
  - d. Changing dressings of wounds
  - e. Lifting students
  - f. Bodily fluids clean up
  - g. Giving injections

Educational programming for some students may include toilet training, self feeding skills, and basic hygiene skills that are far removed from regular curriculum items and are of an unappealing nature, yet must and should be taught.

7. Where there is more than one (1) bargaining unit member available at the time/place that non-teaching duties are required, the assignments will be rotated among them. In some instances, no other personnel may be available and a rotation of assignments can not be made.
8. In accordance with Ohio Administrative Rule 3301-51-09 (I)(2)(e)(iii), an aide will be assigned in each Multiple Disabilities Unit.

No additional personnel, certified or classified, will be employed to meet the above terms.

M. Substitution

1. When a teacher is absent from his/her assigned duties, the Board shall make reasonable efforts to secure an approved substitute to carry on those duties.
2. Whenever, during the posted school hours, a teacher is required to perform another teacher's duties as a substitute because of the other teacher's absence from school or his/her assigned duties for part or all of the school day, the substituting teacher shall be compensated pro-rata for the substitution time at the rate of \$27.00 per hour or any part thereof if the Principal assigns the teacher to teach a class or assume another staff member's assigned duties during his/her planning or conference period.
3. A regular elementary classroom teacher shall be considered to be substituting for a special teacher (such as an art, music, or physical education teacher) when the regular teacher is required to supervise or instruct students for a period when they would otherwise be scheduled for instruction by a special teacher.
4. All regular teachers who will be affected by the absence of a special teacher shall be notified promptly of the special teacher's absence.
5. If a junior high/high school teacher (Grades 7-12) agrees to accept a class during his/her planning time for a semester or a full year, that teacher will be paid an additional 1/9 of his/her regular salary. Such pay would be pro-rated on a one semester assignment.
6. The employee substitution form to be used is designated "Appendix I."

When a teacher is required to perform services as set forth in paragraph 2 above, he/she shall be furnished "Appendix I" which shall be returned by the teacher to the Principal by the end of the school day in which services are performed. (See Appendix I.)

N. Traveling Teachers

1. Traveling teachers are those whose duties regularly require travel between school buildings.
2. Traveling teachers shall each be provided with a daily planning period not to exceed that granted to an elementary or secondary teacher and shall not be required to travel between buildings during their planning or duty free lunch period of consecutive minutes.
3. Schedules for traveling teachers must allow adequate time for normal travel by the most direct route from building to building. Each traveling teacher shall be granted a minimum of ten (10) minutes preparation prior to the first class at each building and granted a minimum of ten (10) minutes after a class, before traveling to another building.
4. Traveling teachers are responsible for reporting to the office as soon as they arrive at their second assignment.

O. Work Environment

1. Maintenance

- a. The Board shall make a reasonable effort to provide clean, well-lighted, well-ventilated, and properly heated school buildings. It shall be the responsibility of the Principal to see to it that facilities are kept clean and in good repair. It shall be the responsibility of the teaching staff to promptly notify the Principal when either equipment or classrooms are in need of repair or cleaning. The Principal shall provide all teachers with convenient forms for maintenance requests, and such requests shall be dealt with promptly; the form to be used is found in "Appendix J". (See Appendix J.)
- b. It is the responsibility of the teacher to make every effort to see that students do not abuse school property while under his/her supervision. Such abuse of school property is to be brought directly to the attention of the Principal.

2. Use of School Telephones

- a. Teachers may use school telephones for personal emergencies or school related matters. Teachers shall charge personal calls to their home telephones or shall promptly reimburse the Board for the long distance charges.
- b. Personal use of telephones by employees shall be limited to the time when he/she is not scheduled to be in the classroom/study hall with students, unless there is an emergency.

3. Tobacco Free Environment

All certified/licensed personnel and supplemental contract holders are to respect school grounds as tobacco free during work hours. No smoking or use of tobacco of any kind.

P. School Closing and Delayed Openings

1. When a decision is made by the Superintendent to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons, staff members shall not be required to report for duty.
2. Teachers affected by the notice of a delayed starting time will report to their buildings thirty (30) minutes prior to the delayed opening of school.

Q. Instructional Improvements

1. Speech Therapist:

The Board will employ a speech therapist(s) as warranted by the State Foundation unit support allowance.

2. Psychological Services:

The Board will employ a full-time school psychologist.

3. Supply Allowance:

- a. It is the responsibility of the Principal to meet with teachers and inform them of the budget appropriations made for their buildings.
  - (i) The staff will be involved in the decision making process concerning what expenditures will be made.
  - (ii) The Principal has the final authority concerning expenditures of the authorized school budget.
- b. All fees collected in grades 7 through 12 shall be returned to those departments in the schools from which they were collected, and such fees shall be used to purchase supplies for those departments. The availability of funds will be determined by the Principal based upon the number of students who are to take the classes (projected enrollment.)

R. Open House

An open house will be held from 9:30 a.m. to 11:30 a.m. on the Professional Meeting/Teacher Orientation day in August.

S. Student Testing

Teachers will be given release time on a day specified by the Superintendent to score any tests mandated by the State of Ohio or the State Department of Education.

T. Extended Time

1. Sick leave may not be used for absence which occurs on days of extended time if the extended time is less than sixty (60) days per year.
2. The extended time contract for instrumental music is for duties associated with marching band. Instrumental music teachers with marching band who are hired at the high school which fields a varsity football team will be contracted for twenty (20) days extended time.
3. All extended time will be calculated at the individual's daily rate of pay multiplied by the number of days of extended time.
4. See Appendix K for a listing of the current extended time assignments. The number of days are subject to change as determined by funding legislation and/or the Board.
5. Bargaining unit members who are contracted for extended time must complete time sheets to indicate each day they work while on extended time. The total hours worked will be the number of days on the extended contract, as set forth in the bargaining unit member's contract, times the teacher work day, as defined in Article VIII, Section F.1.

U. Split Classes

If the administration determines that there will be split classes in grades 1-6, the following guidelines will be followed:

1. The split class will not be larger than the non-split classes that result.
2. The least senior teacher among those involved will be first assigned to the split class. The teacher may then utilize the "bumping rights" provided by seniority or Super Seniority.
3. The assigned teacher and the other teachers in the affected grade levels will be involved in the formulation of the split class. The final decision will be the responsibility of the Principal.

4. After formation of the class, new enrollees at the affected grade levels will be assigned to the non-split class.
5. An educational aide will be provided to assist with the split class.

V. Faculty Pass

The Board shall provide one Faculty Pass for each teacher which shall be honored at all schools.

W. Local Professional Development Committee

1. The Jefferson County Educational Service Center Consortium was established in January, 1998, through adoption of identical resolutions by the Buckeye, Edison, Indian Creek, Harrison Hills, and Toronto Boards of Education and the Jefferson County Governing Board.

*Mission Statement*

2. The purpose of the Jefferson County Educational Service Center Consortium of the Local Professional Development Committee (LPDC) is to provide an appropriate process for educators to create an Individual Professional Development Plan (IPDP) which will facilitate professional growth opportunities and effectively meet state licensure requirements.

3. Structure

- a. The LPDC consists of thirty-nine (39) members with each of the five (5) districts being equally represented. LPDC membership includes twenty (20) teachers, fifteen (15) administrators, and four (4) Jefferson County E.S.C. staff members. The LPDC is divided into four (4) age level/specialty subcommittees for which educator certificates/licenses are designated.
  - (i) Early Childhood (Assignment in grades PreK-3 and holders of appropriate certificates/licenses.)
  - (ii) Middle Childhood (Assignment in grades 4-8 and holders of elementary certificates/licenses.)
  - (iii) Adolescent (Assignment in Grades 7-12 and holds a high school subject area certificate/license.)
  - (iv) Instructional/Intervention Specialists (Guidance Counselors; Media Specialists; Teachers of Learning, Physically and Developmentally Handicapped Children; Teachers of Gifted Children; Title I Teachers; and other Intervention Specialists).

- b. Representation on each of the four subcommittees shall consist of:
  - (i) Five Teachers (one teacher from each district in the consortium)
  - (ii) Three administrators
  - (iii) One Educational Service Center staff member
- c. Selection of committee members
  - (i) Teachers shall be selected by collective bargaining units in their respective school districts.
  - (ii) Administrators shall be selected by Boards of Education in their respective school districts.
  - (iii) Educational Service Center personnel shall be selected by the Jefferson County Superintendent.

4. Lengths of Terms

- a. Initially one-half of the members from each district shall be selected for terms of two (2) years and one-half shall be selected for terms of three (3) years. The length of term for each member shall be determined by drawing of lots at the district level.
- b. All subsequent terms shall be two years.

5. By-laws

The initial responsibility of the committee shall be to meet for the purpose of developing/adopting By-Laws which will govern the affairs of the LPDC and adhere to the requirements of Ohio's Teacher Education and Licensure Standards. The affirmative vote of at least two-thirds of all representatives shall be required for the adoption of the By-Laws.

6. Procedures for Filling Vacancies

Vacancies shall be filled in accordance with the selection procedure outlined above in Section 3.c.

7. Meetings\*

- a. The Jefferson County Educational Service Center Consortium LPDC Committee shall meet two times annually with the dates, times, and locations to be determined by agreement of a majority of members.
- b. Additional meetings, if needed, will be called by the chairperson with concurrence of a majority of members.

- c. Sub-committee members will be convened on an as-needed basis depending on LPDC activity.

\*Note: The initial meeting of the LPDC will be called by the Superintendent of the Jefferson County E.S.C. or his designee.

8. Compensation

Members of the LPDC shall be paid a total of fifty-five dollars (\$55.00) per person for each meeting they attend not to exceed twelve (12) meetings per year. Revenue for such payments may be derived from the district or a grant, or from both sources combined.

9. Appeal Process

- a. Appeals to decisions of the LPDC shall be submitted in writing to the Chairperson within twenty (20) contract days of the denial of all or part of an IPDP proposal.
- b. All properly submitted appeals shall be reviewed by the full committee and a decision rendered within twenty (20) contract days.

X. Entry Year/Mentor Program

1. Structure

The District will participate in the Jefferson County E.S.C. Entry Year/Mentor Program.

2. Compensation

The following provisions will only be applicable if the District no longer participates in the Jefferson County E.S.C. Entry Year/Mentor Program Consortium and an Entry Year/Mentor Program continues to be mandated by the state.

- a. A mentor shall be compensated with an annual stipend in the amount of seven hundred fifty dollars (\$750.00) for each Entry Year teacher he/she mentors.
- b. A Lead Mentor shall be compensated with an annual stipend in the amount of one thousand five hundred dollars (\$1,500.00)

3. Training and Release Time – Mentors and Entry Year Teachers

- a. The employer shall provide the committee members and mentors the opportunity to attend training in order to establish and maintain an effective Entry Year Program.
- b. The Entry Year Teacher shall be provided coordinated release/planning time with his/her assigned mentor in order to obtain the support for professional growth and in order to successfully complete the Entry Year Program.
- c. The mentor shall have a minimum of thirty-six (36) hours to work individually with Entry Year teachers in professional areas as designated.

Y. Master Teacher Program

To encourage the professional growth of teachers and to comply with the requirements of House Bill 1 passed by the legislature in 2009, the Association and Board agree that:

1. A Master Teacher Committee shall be created for the 2010-2011 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of “master teacher” according to standards set forth by the state of Ohio.
2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.
3. Important functions of the committee shall include, but not be limited to: constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing “master teacher” program information to employees, communicating the compilation of candidates’ scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS coordinator.
4. The committee shall consist of a total of seven (7) Board employees as follows: three (3) teachers from the middle school/high school building, three (3) elementary teachers, and one (1) administrator. Said committee teachers shall be chosen by the current Association President with approval by its Executive Committee. The committee administrator shall be chosen by the Superintendent.
5. Notwithstanding paragraph four in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, for the 2010-11 school year only, the Committee members shall be appointed to staggered terms of one (1) year, two (2) years and three (3) years so that an equal number

(two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years. The term for the administrator serving on the committee shall be determined by the Superintendent but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years teacher member appointments shall consist of “master teachers” who have achieved “master teacher” status through the committee.

6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking minutes during meetings, or assigning minute-taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.
7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members. Applications shall be read without applicant names attached.
8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of “master teacher” to the applicant. Upon receiving such appeal, the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting, the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article II.
9. There shall be four (4) meetings of the Committee during each school year, which shall be held quarterly. However, for the 2010-11 school year only, the Committee shall have an additional meeting for initial organizational and set-up purposes. Committee members shall be paid a stipend of Fifty-Five Dollars (\$55.00) per meeting attended. The Committee chairperson shall receive a stipend of Sixty-Five Dollars (\$65.00) per meeting attended to compensate for additional duties as specified in Paragraph 6 above.

10. Any bargaining unit member who is successful in achieving “master teacher” designation shall receive a Three Hundred Dollar (\$300.00) stipend to be paid in the first check following the end of the semester in which the person achieves the designation. This stipend shall be paid only once in the year the bargaining unit member earns the “Master Teacher” designation.

## ARTICLE IX – RIGHTS

### A. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

1. Information Concerning Board Meetings

Prior to each regular or special Board Meeting, the Board shall provide the Association President with a copy of:

- (a) The Board agenda; (b) the minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days; and (c) any draft, proposed or final budget, appropriation resolution, or any public information distributed by the Superintendent or Treasurer to the Board during the meeting.

2. Notice of Board Meetings

The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

3. Board Meeting Participants

The Board shall allow an Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

4. Directory Information

By October 1 of each school year, the Board shall provide the Association with a list of the names, addresses, telephone numbers, and building assignments for all bargaining unit members.

5. Intra-District Mail

The Association has the right to use the regular intra-district mail service.

6. Use of Bulletin Boards

The Association may use designated space on bulletin boards in school offices and teachers' lounges for Association-related communication and notices.

7. Teacher Orientation

The Board shall allow an Association representative to address new teachers for a reasonable period of time during orientation meetings.

8. Use of School Buildings

- a. The Association shall have the right to use school buildings for Association meetings after the teacher work day.
- b. The Association will give the Principal reasonable advance notice of its desire to use a particular building for a meeting so that provision may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

9. Use of School Equipment

- a. The Association may use school telephones, typewriters, facsimile machines, copy machines, classroom computers, (including peripherals such as printers and scanners), internet access, and audio-visual equipment, provided they are not being used, or are not required for any school business or activity.
- b. The Association will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Association's long distance calls.
- c. The Association will assume financial responsibility for any loss or damage to school equipment which is caused by Association use.

10. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during, the regular school day, provided that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

11. Released Time For Association President and Delegates

- a. The Association President may use his/her daily planning period for Association business.
- b. The Association President and/or elected delegates will be granted release from duty without loss of pay to attend official meetings of the National Education Association and the Ohio Education Association to conduct business.
- c. The Association President will be granted release from duty to conduct other Association business, such as award ceremonies and representation.
- d. Such released days will be limited to a cumulative total of six (6) days in any school year.

12. Fair Share Fee

The Board agrees to automatic payroll deduction, as a condition of employment of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, or who elect not to remain members. The Treasurer shall, upon notification from the Association, that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the Association except that no deduction shall be made for newly-hired bargaining unit members until the second paycheck, which period shall be the required probational period for newly employed bargaining unit members. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer for the purpose of determining amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

13. The Association President shall be provided a current copy of the Board Policy Manual. All proposed Board policy changes will be included with the Board agenda. All new or revised Board policies will be sent to the Association President within ten (10) working days of adoption.

B. Individual Rights

1. Neither the Board nor the Association shall discriminate against bargaining unit members on the basis of race, color, creed, age, national origin, sex, religion, or for the exercise of rights protected by the Constitution of the United States and State of Ohio.
2. The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, religious creed, sex, or national origin.

## **ARTICLE X – EMPLOYMENT OF RETIRED TEACHERS**

In recognition of the enactment of Senate Bill 144, which eased re-employment restrictions for State Teachers Retirement System (STRS) retirees, the following terms and conditions relating to the employment of retirees will prevail in the Harrison Hills City School District.

1. For purposes of this article, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.
2. When a teacher retires and a vacancy is determined to exist, it will be posted in accordance with Article VIII., Section C. After the vacancy procedure has been completed in accordance with the Master Agreement and no acceptable applicant was available to be hired from outside the bargaining unit, then the Board may consider and employ a retiree upon the recommendation of the Superintendent.
3. A retiree shall be paid at the BA/BS-0 step of the salary schedule regardless of training and years of service, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.
4. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon the recommendation of the Superintendent. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.
5. A retiree shall accumulate and may use sick leave in accordance with Article VI., Section B. of this Agreement, but is not entitled to severance pay under Article

IV., Section H. of this Agreement or under law upon the conclusion of employment as a retiree.

6. A retiree shall not be entitled to participate in the insurance benefits provided to bargaining unit members under Article V.
7. A retiree shall not accumulate seniority in the bargaining unit, and has no right to recall in the event of a reduction in force under Article VIII., Section E. of this Agreement and/or O.R.C. 3319.17.
8. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent and shall be paid as per the zero step of the supplemental salary schedule.
9. The Board and the Association expressly intend this Article to supersede the provisions of O.R.C. 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, and 3319.17, and all other applicable laws.

### **ARTICLE XI – CREDIT FLEXIBILITY**

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district in accordance with the State Board of Education's credit flexibility plan:

1. Flexible Credit shall only be available to students for courses currently offered by the school district in its regular programs.
2. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school teachers chosen by the Association President, one (1) high school administrator chosen by the Superintendent, and the Superintendent or his/her designee. The committee shall also have a 'rotating' member who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid a stipend of Fifty-Five Dollars (\$55.00) per meeting attended, not to exceed one meeting every nine (9) weeks.
3. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified and teaching in the area of flexible credit sought shall be assigned as the teacher of record.
4. The Board's policy on Credit Flexibility shall empower the teacher of record to make the determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student identify and agree on the learning outcomes that align with the district's approved curriculum in the context of the student's plan and how

these outcomes will be assessed, which shall be documented on a form to be created by the committee.

5. The teacher of record shall be paid a stipend of Seventy-Five Dollars (\$75.00) per student, per credit sought, for work associated with a student's Flexible Credit plan implementation. Such work shall be accomplished outside of the regular workday/work year.
6. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

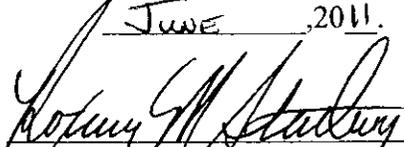
## **ARTICLE XII – LABOR MANAGEMENT COMMITTEE**

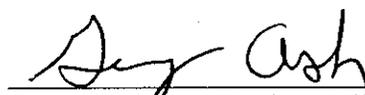
1. A Labor-Management Committee shall be established consisting of not more than one (1) teacher representative from each building, a corresponding number of administrators, and an appointed alternate for each party, in addition to the Superintendent and the Association President. These representatives will be chosen annually by the Superintendent for the Board and the Association President for the Association.
2. The members of the Committee must be trained by the Federal Mediation and Conciliation Service (FMCS) in order to serve on the Committee. Such training shall be conducted jointly with all Committee members and alternates present. The Board shall assume any necessary training costs and related expenses. No person shall serve on the Committee unless he/she has participated in the FMCS training.
3. The Committee shall continue to make use of the service of a mediator from FMCS as the Committee determines is necessary, and with the recommendation of the assigned mediator.
4. The Committee shall meet at least one (1) time per each nine (9) week grading period. However, the Committee shall be empowered to meet more often at its own determination.
5. A written agenda shall be developed cooperatively by the Superintendent and the Association President for each meeting and distributed at least five (5) days before each meeting. The number of issues to be considered by the Committee at any meeting shall be limited to six (6), or a maximum of three (3) for each party. However, up to two (2) additional items may be added to the agenda if the problem becomes known after preparation of the agenda.
6. The mission and purpose of the Committee shall be to improve communications and to discuss existing and potential issues/problems, as well as their potential solutions, that may arise between labor and management. Each party shall have the right to bring issues to the Committee for discussion which shall be heard.
7. The Committee shall not have the authority to discuss active grievances except as may be mutually agreed by the parties.

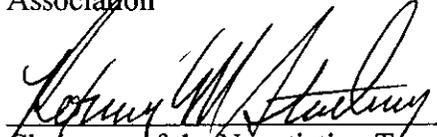
**ARTICLE XIII – EFFECTS OF THE AGREEMENT**

- A. The terms of this Agreement will be effective, subject to the qualifications set forth in this section, from July 1, 2012 through June 30, 2015. The new salary and supplemental salary schedules become effective with the commencement of the new school year. Negotiations for a successor agreement to be effective July 1, 2015, will commence pursuant to the provisions of Article II Procedural Agreement.
- B. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed, only by an amendment properly signed by each party.
- C. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, then the terms of this Agreement shall prevail.
- D. As soon as reasonably possible after the signing, copies of this Agreement shall be printed at the District's expense, and distributed to each employee. Each employee hired thereafter, also shall receive a copy. The Association shall be supplied with an additional ten (10) copies of the Agreement. Any subsequent revisions or amendments also shall be printed at the Board's expense, and distributed to each employee.
- E. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its lawful activities. Signed in multi-copies, each signed copy of which shall be deemed an original, at <sup>Cad 15</sup> Hopedale, Ohio, by the duly authorized representative of the parties this 23<sup>rd</sup> day of

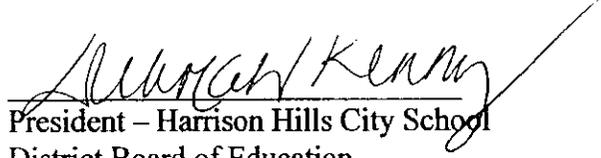
JUNE, 2011.

  
\_\_\_\_\_  
President, Harrison Hills Teachers' Association

  
\_\_\_\_\_  
Superintendent, Harrison Hills City School District

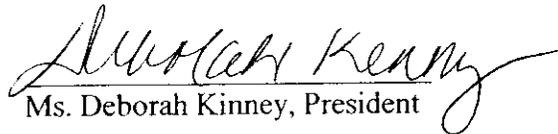
  
\_\_\_\_\_  
Chairman of the Negotiating Team,  
Harrison Hills Teachers' Association

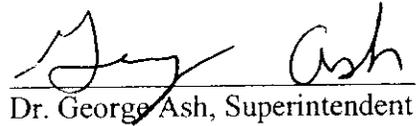
  
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Chairman of the Negotiating Team,  
Harrison Hills City School District

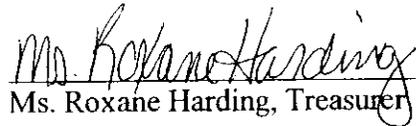
  
\_\_\_\_\_  
President – Harrison Hills City School District Board of Education

**Certificate of Funds**  
**O.R.C. § 5075.412**

We, the undersigned, President of the Board, Superintendent and Treasurer of the Harrison Hills City School District, hereby certify that the monies required to meet the obligations of the Board under the foregoing contract are available and will be lawfully appropriated for the term of this agreement. The School District has in effect, during the term of this Agreement, the authorization to levy taxes which will provide sufficient operating revenue to enable the District to maintain all personnel and programs, when combined with estimated revenue from all other sources available to the District at the time of certification. The program requirement includes all of the days on the school calendar for the current fiscal year and a number of days in the following fiscal years equal to the number of days that instruction was held or is scheduled for the current year.

  
Ms. Deborah Kinney, President

  
Dr. George Ash, Superintendent

  
Ms. Roxane Harding, Treasurer

### NO REPRISAL CLAUSE

There shall be no reprisals against any bargaining unit member, their children, parents, and/or students by reason of their participation in any activity related to the strike, and/or the preparation for it by the Board and/or any of its agents, the administration, or designee.

Further, there shall be no reprisals by the HHTA, or its officers, members, or agents, against the Board as a collective body, individual Board members, administrators, employees, agents, parents, and/or students.

## **PENDING UNFAIR LABOR PRACTICE CHARGES AND LITIGATION**

The HHTA and the Board will each withdraw and/or dismiss any and all motions, and any and all other litigation that they have filed against the other party.

The Strike Notice shall be immediately withdrawn upon a majority vote by the membership of the HHTA.

Friday, October 12, 2007 shall be a teacher work day with no students.

## **APPENDIXES**

Appendix A-1

HARRISON HILLS CITY SCHOOL DISTRICT  
730 Peppard Ave.  
Hopedale, OH 43907  
TELEPHONE: 740-942-7800

GRIEVANCE FORM I

GRIEVANCE NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_

\* \* \* \* \*

Nature of Grievance \_\_\_\_\_

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

\* \* \* \* \*

Settlement Desired \_\_\_\_\_

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

\* \* \* \* \*

Signed \_\_\_\_\_  
(Grievant or Association Representative)

Appendix A-2

HARRISON HILLS CITY SCHOOL DISTRICT  
730 Peppard Ave.  
Hopedale, OH 43907

TELEPHONE: 740-942-7800

GRIEVANCE FORM II  
LEVEL II APPEAL TO THE SUPERINTENDENT

GRIEVANCE NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_

\* \* \* \* \*

Reason for Appeal \_\_\_\_\_

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

\* \* \* \* \*

Settlement Desired \_\_\_\_\_

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

\* \* \* \* \*

Signed \_\_\_\_\_  
(Grievant or Association Representative)

Appendix A-3

HARRISON HILLS CITY SCHOOL DISTRICT  
730 Peppard Ave.  
Hopedale, OH 43907

TELEPHONE: 740-942-7800

GRIEVANCE FORM III  
LEVEL III APPEAL TO THE BOARD OF EDUCATION

GRIEVANCE NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_

\* \* \* \* \*

Reasons for Appeal \_\_\_\_\_

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\* \* \* \* \*

Settlement \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\* \* \* \* \*

Signed \_\_\_\_\_

(Grievant or Association Representative)

## Appendix B-1

FY 2013-2015 STEP	NON- DEGREE	B.S.	B.A. 5-YEAR	M.A.	+18	+34	M.A.	M.A.
0 Index Salary	0.9 \$24,306	1.00 \$27,007	1.04 \$28,087	1.10 \$29,708	1.15 \$31,058	1.17 \$31,598		
1 Index Salary	0.94 \$25,386	1.042 \$28,141	1.09 \$29,437	1.16 \$31,328	1.21 \$32,678	1.23 \$33,218		
2 Index Salary	0.98 \$26,467	1.084 \$29,275	1.14 \$30,788	1.22 \$32,948	1.27 \$34,299	1.29 \$34,839		
3 Index Salary	1.02 \$27,547	1.126 \$30,410	1.19 \$32,138	1.28 \$34,569	1.33 \$35,919	1.35 \$36,459		
4 Index Salary	1.06 \$28,627	1.168 \$31,544	1.24 \$33,488	1.34 \$36,189	1.39 \$37,539	1.41 \$38,080		
5 Index Salary	1.10 \$29,708	1.21 \$32,678	1.29 \$34,839	1.40 \$37,810	1.45 \$39,160	1.47 \$39,700		
6 Index Salary	1.14 \$30,788	1.252 \$33,813	1.34 \$36,189	1.46 \$39,430	1.51 \$40,780	1.53 \$41,320		
7 Index Salary	1.18 \$31,868	1.294 \$34,947	1.39 \$37,539	1.52 \$41,050	1.57 \$42,401	1.59 \$42,941		
8 Index Salary	1.22 \$32,948	1.336 \$36,081	1.44 \$38,890	1.58 \$42,671	1.63 \$44,021	1.65 \$44,561		
9 Index Salary	1.26 \$34,029	1.378 \$37,215	1.49 \$40,240	1.64 \$44,291	1.69 \$45,642	1.71 \$46,182		
10 Index Salary	1.30 \$35,109	1.42 \$38,350	1.54 \$41,591	1.70 \$45,912	1.75 \$47,262	1.77 \$47,802		
11 Index Salary	1.30 \$35,109	1.462 \$39,484	1.59 \$42,941	1.76 \$47,532	1.81 \$48,882	1.83 \$49,423		
12 Index Salary	1.30 \$35,109	1.504 \$40,618	1.64 \$44,291	1.82 \$49,152	1.87 \$50,503	1.89 \$51,043		
13 Index Salary	1.30 \$35,109	1.546 \$41,753	1.69 \$45,642	1.88 \$50,773	1.93 \$52,123	1.95 \$52,663		
18 Index Salary	1.33 \$35,919	1.576 \$42,563	1.72 \$46,452	1.91 \$51,583	1.96 \$52,933	1.98 \$53,474		
23 Index Salary	1.36 \$36,729	1.606 \$43,373	1.75 \$47,262	1.94 \$52,393	1.99 \$53,744	2.01 \$54,284		
27 Index Salary	1.39 \$37,539	1.636 \$44,183	1.78 \$48,072	1.97 \$53,203	2.02 \$54,554	2.04 \$55,094		

Appendix B-2

FY 2013-2015	CATEGORY	INDEX	0	1	2	3	4	5
<b>CATEGORY I</b>								
	Athletic Director	14.00%	\$ 3,781	\$ 3,940	\$ 4,099	\$ 4,257	\$ 4,416	\$ 4,575
	Athletic Director - Assistant	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Athletic Director - Assistant Jr. High	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Baseball Varsity	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Baseball Varsity Assistant	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Baseball Reserve	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Baseball Freshman	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Basketball Varsity	13.00%	\$ 3,511	\$ 3,658	\$ 3,806	\$ 3,953	\$ 4,101	\$ 4,248
	Basketball Varsity Assistant	10.00%	\$ 2,701	\$ 2,814	\$ 2,928	\$ 3,041	\$ 3,154	\$ 3,268
	Basketball Reserve	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Basketball Freshman	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Basketball - 7th Grade	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	*Basketball - 7th Grade Assistant	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Basketball - 8th Grade	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	*Basketball - 8th Grade Assistant	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Cross Country Varsity	7.00%	\$ 1,890	\$ 1,970	\$ 2,049	\$ 2,129	\$ 2,208	\$ 2,287
	Cross Country Assistant	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Cross Country Jr. High	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
	Football Varsity	13.00%	\$ 3,511	\$ 3,658	\$ 3,806	\$ 3,953	\$ 4,101	\$ 4,248
	Football Varsity Assistant (3)	10.00%	\$ 2,701	\$ 2,814	\$ 2,928	\$ 3,041	\$ 3,154	\$ 3,268
	Football Reserve	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Football Freshman Head	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	Football Freshman Assistant	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
	Football Jr. High Head	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	Football Jr. High Assistant (2)	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Golf Varsity	7.00%	\$ 1,890	\$ 1,970	\$ 2,049	\$ 2,129	\$ 2,208	\$ 2,287
	Golf Reserve	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
	Softball Varsity	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Softball Varsity Assistant	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Softball Reserve	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Softball Freshman	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Track Varsity	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Track Varsity Assistant	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Track Jr. High	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	Volleyball Varsity	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
	Volleyball Varsity Assistant	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
	Volleyball Reserve	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	Volleyball Freshman	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
	Volleyball - 7th Grade	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	*Volleyball 7th Grade Assistant	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
	Volleyball - 8th Grade	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
	*Volleyball 8th Grade Assistant	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980

<b>FY 2013-2015</b>	<b>CATEGORY</b>	<b>INDEX</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
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Wrestling Varsity	11.00%	\$ 2,971	\$ 3,096	\$ 3,220	\$ 3,345	\$ 3,470	\$ 3,595
Wrestling Varsity Assistant	8.50%	\$ 2,296	\$ 2,392	\$ 2,488	\$ 2,585	\$ 2,681	\$ 2,778
Wrestling Reserve	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
Wrestling Jr. High Head	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
Wrestling Jr. High Assistant	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980

**CATEGORY II**

Marching Band	9.00%	\$ 2,431	\$ 2,533	\$ 2,635	\$ 2,737	\$ 2,839	\$ 2,941
Marching Band Assistant	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
Pep Band Varsity	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654
Marching Band/Percussion	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Marching Band/Flags (5 member squad)	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
Vocal Concert Director	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Junior High Choir	1.50%	\$ 405	\$ 422	\$ 439	\$ 456	\$ 473	\$ 490

**CATEGORY III**

Cheerleader Varsity	6.50%	\$ 1,755	\$ 1,829	\$ 1,903	\$ 1,977	\$ 2,050	\$ 2,124
Cheerleader Reserve	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
Cheerleader Freshman w/FB	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
Cheerleader Freshman w/o FB	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Cheerleader 7th Grade	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Cheerleader 8th Grade	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Pep Club Advisor	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654

**CATEGORY IV**

Student Council High School	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
Student Council Jr. High	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Senior Class Advisor	5.00%	\$ 1,350	\$ 1,407	\$ 1,464	\$ 1,520	\$ 1,577	\$ 1,634
Junior Class Advisor	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
Sophomore Class Advisor	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654
Freshman Class Advisor	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654
7th Grade Class Advisor	1.50%	\$ 405	\$ 422	\$ 439	\$ 456	\$ 473	\$ 490
8th Grade Class Advisor	1.50%	\$ 405	\$ 422	\$ 439	\$ 456	\$ 473	\$ 490
Academic Challenge Advisor	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Close Up Advisor	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327
Thespian Advisor	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327
TI Advisor	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327
Tech Prep Advisor (2)	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654

**CATEGORY V**

Annual High School (yearbook)	7.00%	\$ 1,890	\$ 1,970	\$ 2,049	\$ 2,129	\$ 2,208	\$ 2,287
Annual Jr. High (yearbook)	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Newspaper High School (9 issues)	6.00%	\$ 1,620	\$ 1,688	\$ 1,757	\$ 1,825	\$ 1,893	\$ 1,961
Newspaper Jr. High (9 issues)	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980

**CATEGORY VI**

Debate Team	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654
Junior OMUN	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327
Senior OMUN	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327

FY 2013-2015 CATEGORY	INDEX	0	1	2	3	4	5
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Power of the Pen	1.00%	\$ 270	\$ 281	\$ 293	\$ 304	\$ 315	\$ 327
Play Director - Non Musical	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980
Play Director - Musical	4.00%	\$ 1,080	\$ 1,126	\$ 1,171	\$ 1,216	\$ 1,262	\$ 1,307
Play Director - Assistant Non Musical	2.00%	\$ 540	\$ 563	\$ 586	\$ 608	\$ 631	\$ 654
Play Director - Assistant (Musical)	3.00%	\$ 810	\$ 844	\$ 878	\$ 912	\$ 946	\$ 980

**Note:**

All program(s) will be dependent upon sufficient numbers to field a team and complete a full schedule. Sufficient numbers are to be determined by the Administration.

If a decrease in numbers necessitate the cancellation of a program, and a supplemental assignment cannot be completed, the contract holder will receive a pro-rated amount for the portion of the program completed.

**Musical/Non-Musical**

There will be two (2) productions each school year. Every attempt will be made to insure that there is one (1) non-musical production and musical production. In the event there is no bargaining unit member applicant for the musical, a non-musical production will be posted by the end of November. If the second production is of a non-musical production, it will be paid at 2%.

\* These positions will be filled as long as there are more than 15 students in the program at each junior high level.

**APPENDIX C**  
**TUITION REIMBURSEMENT FORM**

*Request for Approval of Course Work  
and Subsequent Tuition Reimbursement*

Date of Request: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Name of College/University: \_\_\_\_\_

Credit hours are: \_\_\_\_\_ Quarter \_\_\_\_\_ Semester

Cost per hour is: \_\_\_\_\_

<u>Course Number</u>	<u>Name of Course</u>	<u>Total Hours</u>

Employee Signature: \_\_\_\_\_

Upon completion of the course, please provide a copy of the transcript or grade report to the superintendent's secretary in order to receive reimbursement as per terms of the HHTA Master Agreement.

---

**OFFICE USE:**

Date request received: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_ Reason Why: \_\_\_\_\_

---

Superintendent's Signature: \_\_\_\_\_

**APPENDIX D  
HARRISON HILLS CITY SCHOOL DISTRICT  
SICK LEAVE FORM**

Employee Name \_\_\_\_\_ Building \_\_\_\_\_  
Date of Leave \_\_\_\_\_

(Circle any half days and indicate AM or PM)

Total Days Used \_\_\_\_\_

A. Sick Leave Used for : \_\_\_\_\_ Self \_\_\_\_\_ Other \_\_\_\_\_  
If "other", please identify: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_

B. Sick Leave Used for: \_\_\_\_\_ Assault

C. Sick Leave Used for: \_\_\_\_\_ Death in Immediate Family  
Please Identify: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_

If A or B is checked above, was medical attention required? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes", please complete the following:

Name of Physician consulted: \_\_\_\_\_  
Address of Physician: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date(s) Consulted: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Substitute Needed: \_\_\_\_\_ Yes \_\_\_\_\_ No Name: \_\_\_\_\_

Building Principal Signature: \_\_\_\_\_

\*\*\*\*\*

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No Reason(s) disapproved: \_\_\_\_\_

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E  
HARRISON HILLS CITY SCHOOL DISTRICT  
PERSONAL/OTHER LEAVE FORM**

Employee Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Leave: \_\_\_\_\_  
(Circle any Half days and indicate AM or PM)

Total Days Requested: \_\_\_\_\_

Purpose of Use:

- |                      |                            |
|----------------------|----------------------------|
| _____ Personal       | _____ Jury Duty            |
| _____ Dock in Pay    | _____ Subpoena             |
| _____ Military Leave | _____ Religious Observance |

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No      Substitute Needed: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Substitute's Name: \_\_\_\_\_

Building Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No      Reason(s) disapproved: \_\_\_\_\_

Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX F-1 PROFESSIONAL/ASSOCIATION LEAVE REQUEST**

**\*\*Complete in Quadruplicate\*\***

Employee Name: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby request: \_\_\_\_\_ day(s) Professional Leave  
\_\_\_\_\_ day(s) Association Leave

Conference Date(s): \_\_\_\_\_ Is a Substitute Needed? \_\_\_\_\_ Yes \_\_\_\_\_ No

Conference Name: \_\_\_\_\_

Location: \_\_\_\_\_

Objective: \_\_\_\_\_

I will pay and request reimbursement? \_\_\_\_\_ yes \_\_\_\_\_ no

**\*\*\*\* ALL EXPENSES MUST BE DOCUMENTED BY RECEIPTS\*\*\*\***

Complete Section 1 or Section 2

Section 1:

Conference will accept Purchase Order Number? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, name: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_ Mail Purchase Order? \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ will pick up

Section 2:

Need Check for Registration? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes name: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_ Mail Check? \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ will pick up

Employee Signature: \_\_\_\_\_

Approved: \_\_\_\_\_ yes \_\_\_\_\_ no Building Principal: \_\_\_\_\_

Approved: \_\_\_\_\_ yes \_\_\_\_\_ no Disapproved for reason(s): \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX F-2**

**HARRISON HILLS CITY SCHOOL DISTRICT**

**REPORT OF PROFESSIONAL LEAVE**

\*\*\*\*\*

**THIS FORM MUST BE SUBMITTED WITH REQUESTED REIMBURSEMENT FOR PROFESSIONAL LEAVE**

Subject of Professional Meeting, Workshop, Seminar: \_\_\_\_\_

Featured Presenter(s): \_\_\_\_\_

How would you rate the following?	Excellent	Average	Below Average	Poor
Knowledge of the topic	_____	_____	_____	_____
Ability to convey message/topic	_____	_____	_____	_____
Maintained audience interest	_____	_____	_____	_____
Speaking ability	_____	_____	_____	_____
Motivating	_____	_____	_____	_____
Answered Questions	_____	_____	_____	_____
Utilized Humor	_____	_____	_____	_____

Is the presenter(s) worth having as a speaker? \_\_\_\_\_ yes \_\_\_\_\_ no

Would the topic be of value for presentation to the Harrison Hills City staff? \_\_\_\_\_ yes \_\_\_\_\_ no

What do you feel about this presentation should be shared with colleagues?

Main ideas: \_\_\_\_\_ yes \_\_\_\_\_ no      Skills acquired: \_\_\_\_\_ yes \_\_\_\_\_ no

Would you be willing to share the information, ideas, and skills gained, at an in-service with building or district staff?  
\_\_\_\_\_ yes \_\_\_\_\_ no

**APPENDIX G**

**CANCELLATION OF LEAVE**

**HARRISON HILLS CITY SCHOOL DISTRICT**

**730 Peppard Ave.  
Hopedale, OH 43907**

\*\*\*\*\*

This form is used to notify the Harrison Hills City School District Office that a day(s) of prior/approved leave was not utilized as scheduled. Upon receipt of this form, leave previously charged will be restored.

Employee \_\_\_\_\_ Building \_\_\_\_\_

Social Security # \_\_\_\_\_

**TYPE OF LEAVE:**

Professional: \_\_\_\_\_ Leave Date(s): \_\_\_\_\_

Conference Name: \_\_\_\_\_

Where: \_\_\_\_\_

Personal: \_\_\_\_\_ Leave Date(s): \_\_\_\_\_

Sick: \_\_\_\_\_ Leave Date(s): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

**APPENDIX H**  
**HARRISON HILLS CITY SCHOOL DISTRICT**  
**Teacher Summative Evaluation Form**

Teacher \_\_\_\_\_  
Observer \_\_\_\_\_  
Date \_\_\_\_\_  
Subject and Grade \_\_\_\_\_  
Time \_\_\_\_\_  
Period \_\_\_\_\_

Appraisal scale:     E-Exemplary  
                          S-Satisfactory  
                          NI-Needs Improvement  
                          NA-Not observed/Not applicable

Domain A:     Organized Content Knowledge for Student Learning

- \_\_\_\_\_ A1.     Is familiar with relevant aspects of students background knowledge and experiences
- \_\_\_\_\_ A2.     Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3.     Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ A4.     Creates or selects teaching methods, learning activities and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson
- \_\_\_\_\_ A5.     Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
- \_\_\_\_\_ A6.     Demonstrates knowledge of content

Domain B:     Creates an Environment for Student Learning

- \_\_\_\_\_ B1.     Creates a climate that promotes fairness
- \_\_\_\_\_ B2.     Establishes and maintains rapport with students
- \_\_\_\_\_ B3.     Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4.     Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5.     Makes the physical environment as safe and conducive to learning as possible.

Domain C: Teaches for Student Learning

- \_\_\_\_\_ C1. Makes learning goals and instruction procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, provides feedback to students to assist learning and adjusting learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom

Domain D: Teacher Professionalism

- \_\_\_\_\_ D1. Reflects on the learning goals
- \_\_\_\_\_ D2. Demonstrates a sense of efficacy
- \_\_\_\_\_ D3. Builds professional relationships with colleagues and professional development
- \_\_\_\_\_ D4. Communication
- \_\_\_\_\_ D5. Punctuality
- \_\_\_\_\_ D6. Organization/Management
- \_\_\_\_\_ D7. Requirements

Observer's Comments:

Teacher's Comments:

---

Observer's signature

---

Teacher's signature

---

Conference Date

The signature of the teacher does not indicate agreement with rating or comments, but rather that he/she received a copy of this form.

**APPENDIX I**

**HARRISON HILLS CITY SCHOOL DISTRICT**

**EMPLOYEE SUBSTITUTION FORM**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

CLASS(ES) OR ASSIGNED DUTY: \_\_\_\_\_

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

ROOM NUMBER: \_\_\_\_\_ BUILDING PRINCIPAL: \_\_\_\_\_

TEACHER ASSIGNED DURING HIS/HER:

\_\_\_\_\_ PLANNING PERIOD

\_\_\_\_\_ DUTY FREE LUNCH PERIOD

\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPENDIX J**

**WORK REQUEST**

**HARRISON HILLS CITY SCHOOL DISTRICT**

DATE: \_\_\_\_\_

TO: BUILDING PRINCIPAL \_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Teacher

ROOM OR AREA OF CONCERN: \_\_\_\_\_

MAINTENANCE REPORT: \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

## Appendix K

### EXTENDED TIME

HARRISON HILLS CITY SCHOOL DISTRICT  
730 Peppard Ave.  
Hopedale, OH 43907

<b>Pay Group</b>	<b>Area</b>	<b>Current Number Of Extended Days</b>
Library	Harrison Central High School	15
	Harrison Junior High School	15
Music	Harrison Central High School	20
Vocational	Harrison Central High School	10
	Harrison Junior High School (Home Economics)	10
	Harrison Central High School (Vocational Ag)	37
Guidance	Harrison Central Junior/Senior High School	30
Speech Therapist		5

**APPENDIX L**

**HARRISON HILLS SCHOOL DISTRICT  
Medical Benefits**

<b>Plan Type</b>	<b>Network</b>	<b>Non-Network</b>
Waiting Period and Eligibility	Coverage begins on first day of the month following date of hire	
Dependents covered	Spouse, Children to age 19, 25 if full time student	
Deductible	\$100 with no cross application	\$200 with no cross application
Family Deductible	\$200 with no cross application	\$400 with no cross application
Out-of-Pocket Limits (excl. deductible)	\$250 per person with no cross application	\$750 per person with no cross application
Lifetime Benefits	\$2,000,000	\$2,000,000
Coinsurance Levels	90%	80%
Pre-Admission Notification	Required – No Penalty	
Inpatient	100% with no ded., limited to 365 days/year	90% after ded. to OOPL, limited to 365 days/year
Inpatient Mental Nervous/Sub. Abuse	100% with no ded., limited to 365 days/year	90% after ded. to OOPL, limited to 365 days/year
Surgery	100% with no ded., including SSO	90% after ded. to OOPL, including SSO
Emergency Room Visit	100% with no ded.	90% after ded. to OOPL
Physician Office Visit	90% after ded. to OOPL	80% after ded. to OOPL
Specialist Office Visit	90% after ded. to OOPL	80% after ded. to OOPL
Diagnostic Lab & X-ray	100% with no ded.	90% after ded. to OOPL
Radiotherapy	100% with no ded.	90% after ded. to OOPL
Speech Therapy	90% after ded. to OOPL	80% after ded. to OOPL

**HARRISON HILLS SCHOOL DISTRICT  
Medical Benefits**

<b>Plan Type</b>	<b>Network</b>	<b>Non-Network</b>
Outpatient Physical Therapy	90% after ded. to OOPL	80% after ded. to OOPL
Output. Inhalation Therpay	100% with no ded.	90% after ded. to OOPL
Chemotherapy	100% with no ded.	90% after ded. to OOPL
Outpatient Cardiac	90% after ded. to OOPL; limited to \$1,000/year, cross applied	80% after ded. to OOPL; limited to \$1,000/year, cross applied
Outpatient Mental Nervous	90% after ded. to OOPL; limited to 30 annual visits, cross applied	80% after ded. to OOPL; limited to 20 annual visits, cross applied
Outpatient Substance Abuse	90% after ded. to OOPL; limited to 20 annual visits, cross applied	80% after ded. to OOPL; limited to 10 annual visits, cross applied
Outpatient Accident	100% with no ded.	90% after ded. to OOPL
Voluntary Sterilization	90% after ded. to OOPL	80% after ded. to OOPL
Ambulance	100% with no ded.	90% after ded. to OOPL
Home Health Care	100% with no ded., 365 visit lifetime, cross applied	90% after ded. to OOPL, 180 visit lifetime, cross applied
Durable Medical Equipment	90% after ded. to OOPL	80% after ded. to OOPL
Temporomandibular Joint Dysfunction	90% after ded. to OOPL	80% after ded. to OOPL
Skilled Nursing Facility	90% after ded. to OOPL; limited to \$1,000/year, \$35/day, cross applied	80% after ded. to OOPL; limited to \$1,000/year, \$35/day, cross applied
Hospice	100% with no ded.	80% after ded. to OOPL
Chiropractic Service	90% after ded. to OOPL	80% after ded. to OOPL

## HARRISON HILLS SCHOOL DISTRICT

### Medical Benefits

Plan Type	Network	Non-Network
Radial Keratotomy, Refractive Keratoplasty & any other procedure to correct nearsightedness & farsightedness	Not Covered	Not Covered
Abortion	90% after ded. to OOP	80% after ded. to OOP
Well Child Preventative to Age Nine (limited to \$300 maximum per benefit period)	\$10 co-pay, then 100%	Not Covered
Adult Preventative Care as Set Forth Below	*Routine exams are limited to one per type per benefit period.	
Routine Mammogram	100% limited to one test per benefit period	Not Covered
Routine Pap Test	100% limited to one test per benefit period	Not Covered
Routine PSA	100% limited to one test per benefit period	Not Covered
Routine Physical Exam (Ages nine and over)	100% limited to one test per benefit period	Not Covered

#### Special Provisions

New option eliminated three month deductible carryover

New option includes non-duplication of benefits COB rules

**HARRISON HILLS SCHOOL DISTRICT  
PRESCRIPTION DRUG PROGRAM**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$3.00	30
Brand Name Copayment	\$5.00	30
Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	\$5.00	90
Brand Name Copayment	\$10.00	90

Note: This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listings of covered services.