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10/11/2013

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# **NEGOTIATED AGREEMENT**

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**between the**

**HARDIN NORTHERN EDUCATION ASSOCIATION**

**and the**

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Effective July 1, 2012 through June 30, 2015**

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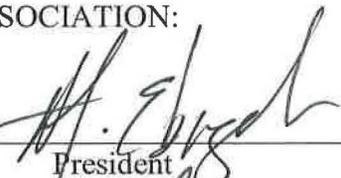
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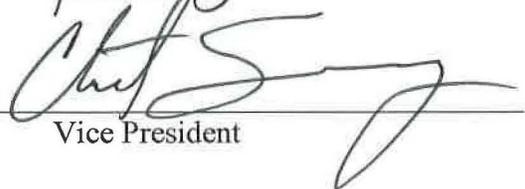
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**ARTICLE I - TERM OF AGREEMENT**

- A. The Board of Education of the Hardin Northern Local School District and the Hardin Northern Education Association hereby agree that the items in this document be adopted effective as of July 1, 2012, and shall continue in effect through June 30, 2015.
- B. The Board of Education and the Hardin Northern Education Association agree that this document shall be the base from which future negotiations shall proceed. All policies and provisions of this Negotiated Agreement will remain as granted unless a change is specifically negotiated between the parties involved in these negotiations. The parties further agree that this document inclusively consists of pages 1 through 55.
- C. In witness whereof, we, the undersigned representatives of the Board of Education and the Hardin Northern Education Association, its officers and members, have hereunto set our hands this 12th day of September, 2013.

HARDIN NORTHERN EDUCATION ASSOCIATION:

By   
President

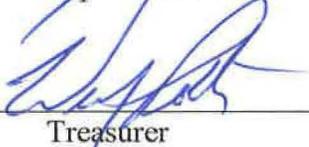
By   
Vice President

By   
Member

HARDIN NORTHERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By   
President

By   
Superintendent

By   
Treasurer

**ARTICLE II - RECOGNITION**

The Hardin Northern School District Board of Education, hereinafter referred to as "Employer," "Board" or "District," hereby recognizes the Hardin Northern Education OEA/NEA Local, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, non-supervisory, personnel (as certified by the State Employment Relations Board), both full and part-time, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the District, performing or to perform any work currently being performed by bargaining unit members or any similar work including, by way of illustration only, but not limitation, classroom teachers (K-12, adult, special vocational) guidance counselors, librarians, media and program specialists, school nurses, department heads, athletic directors, and tutors. The Association recognizes that the Superintendent, Principals, and other administrative personnel as defined in Chapter 4117 of the

Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly-created position unless employment into the position is governed by Section 3119.02 of the Ohio Revised Code.

### ARTICLE III – NEGOTIATION PROCEDURE

#### A. Directing Requests

Requests for negotiation meetings from the Association will be made in writing directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiation meetings shall be submitted at least seventy (70) days but not more than ninety (90) days prior to the expiration of the contract term.

#### B. Negotiation Meetings

1. An agreement will be reached by the Board and the Association within five (5) days of the request as to the time and place of the meeting which shall be held within ten (10) days after the request has been submitted. No additional items shall be submitted by either party following submission of each party's initial proposal, unless mutually agreed upon by the parties. Additional ground rules, if any, will be established at the first meeting.
2. As used in this Section, the terms "Board" and "Association" shall be construed to include their respective representatives.
3. Times and dates as used in this Section may be changed by mutual agreement.

#### C. Representation

1. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, 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.
2. There shall be three (3) signed copies of any final Agreement. One (1) shall be retained by the Employer and one (1) by the Association. The third copy shall be submitted to the State Employment Relations Board, hereinafter referred to as "SERB." Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the

Employer. In addition, the Employer shall provide the Association with ten (10) copies of the Agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the commencement of this Agreement or upon employment.

D. Information

The parties agree to furnish each other, upon written request and in a reasonable time, all factual information pertinent to the items being negotiated.

E. While Negotiations are in Progress

1. Caucus – The Chairman of either group may recess his/her group for independent caucus of reasonable duration at any time.
2. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party. Such initialing shall not be construed as final agreement and shall not be binding upon the negotiating teams until all items in dispute have been resolved.
4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. Agreement

If consensus is reached on those matters being negotiated, the understanding of the teams shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, the written contract between the parties shall be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the Agreement shall be signed by both parties.

G. Disagreement

1. In the event the parties are unable to reach agreement at any time prior to forty-five (45) days before the expiration date of this agreement, either may call for mediation by application to the Federal Mediation and Conciliation Service (FMCS). The parties intend that the alternate dispute resolution procedure contained in this Agreement shall supersede and prevail over that set forth in O.R.C. §4117.14.

2. In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the exclusive representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

H. Rights of Individuals

Nothing in this document shall prohibit any certificated teaching employee from presenting views, proposals, or grievances to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this contract.

I. Good Faith

1. Good faith involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.
  2. The obligation of the representatives of the Board and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
- J. The Negotiations Procedure set forth in this Section constitutes the entire dispute settlement procedure mutually agreed to by the parties.

**ARTICLE IV – DEFINITIONS**

- A. "Association" means the Hardin Northern Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.
- B. "Board" means the Board of Education of the Hardin Northern Local School District which is a party to this agreement.
- C. "Day" means calendar day except when otherwise indicated in this agreement.
- D. "District" means the employer known as the Hardin Northern Local School District.
- E. "Employer" means the same as District.
- F. "Employee" means a person who is a member of the bargaining unit as defined in Article II of this agreement.

- G. “Immediate Supervisor” means the supervisor to whom the employee (teacher) directly reports.
- H. “NEA” means the National Education Association.
- I. “OEA” means the Ohio Education Association.
- J. “HNEA” means the Hardin Northern Education Association.
- K. “Teacher” means the same as Employee, i.e., a member of the bargaining unit.

#### **ARTICLE V – SEVERABILITY**

- A. This Agreement supersedes and prevails over conflicting provisions of state law, rules, policies, and regulations except as specifically set forth in O.R.C. §4117.10(A).
- B. In the event there is a conflict between a provision of this Agreement and any applicable federal law or valid rule or regulation adopted by a federal agency pursuant thereto, or by order of a court of competent jurisdiction, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable federal law or valid rule or regulation adopted by a federal agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- C. If, during the term of this Agreement, there is a change in any applicable law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, or by order of a court of competent jurisdiction, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.
- D. This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### **ARTICLE VI – ASSOCIATION RIGHTS**

- A. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided by the Board in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers without interference, censorship, or examination of such communications by the Board.

- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction, and all postage and telephone calls are paid for by the Association.
- C. The Association shall have the right to represent teachers in all employment relationships with the District if the teacher so requests.
- D. Names, assignments, and non-confidential home addresses and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association no later than October 1 of each school year.
- E. The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda, except for materials that are for executive sessions.
- F. The Association President or his/her designee shall be provided one (1) day of released time each year of the Agreement as the Association deems necessary for the purpose of conducting Association business at no loss of salary or other benefits.
- G. The Association shall appoint all teacher representatives on all committees which consider wages, fringe benefits, terms of employment, and working conditions.
- H. The Association's designated representative shall be given sufficient time after the agenda at faculty meetings and workshops to present reports and announcements for the Association.
- I. The Association shall be given sufficient time after the agenda of orientation programs for new teachers to explain Association activities.
- J. The District agrees to furnish to the Association information related to the financial and educational operation of the District which is defined in O.R.C. §149.43 as a public record. Such information shall be furnished within ten (10) calendar days of receipt of the request by the Association.
- K. Faculty Advisory Council

The Superintendent and Building Principal(s) shall meet at the request of the Association President or his/her designee and Building Representatives from each area or their designee to discuss matters of concern to either or both groups.

**ARTICLE VII — BOARD OF EDUCATION POWER AND AUTHORITY**

Except as specifically abridged, delegated, granted, or modified by a specific and express term of this agreement, the Board hereby retains and reserves all powers, rights, authority, duties, and

responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio and of the United States including, but not limited to, the Board's right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, as set forth in O.R.C. §4117.08(C).

### **ARTICLE VIII – PROFESSIONAL STANDARDS**

- A. Teachers shall be suspended and/or terminated in accordance with O.R.C. §3319.16.
- B. However, the Superintendent may suspend a teacher for up to three (3) days with pay for unprofessional behavior defined as an alleged violation of the policies, rules and regulations of the Board of Education, or State or Federal laws.
- C. If the allegation or violation of rules or unprofessional behavior comes from persons other than the teacher's evaluating supervisor, the employee shall have the right to request the identity of his/her accuser(s) and to be represented by counsel. The request may be denied by the Administration.

### **ARTICLE IX – EVALUATION**

- A. It is understood and agreed by the parties that their principle objective is to improve the quality of education in the Hardin Northern Local School District.
- B. A summative evaluation shall only be conducted by a supervisor who has conducted at least fifty percent (50%) of the observations. A teacher shall be advised of all monitoring or observation of classroom performance which may affect this evaluation. The use of closed circuit television, public address or audio system and similar devices shall be strictly prohibited.
- C. The teacher's evaluator shall be his/her immediate supervisor, unless otherwise specified by the Superintendent. The Superintendent shall notify the teacher of the identity of his/her evaluator, if it is different from his/her immediate supervisor. Observations shall be conducted by a certified Hardin Northern administrator for evaluation purposes.
- D. The evaluation of teachers shall be in accordance with the standards-based teacher evaluation policy adopted by the Board of Education in consultation with teachers employed by the Board in accordance with O.R.C. §§3319.111 and 3319.112.
- E. Should a teacher disagree with an observation or the summative evaluation form, the teacher may write a response in the appropriate area on the form.

- F. Copies of all completed observations and summative evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
- G. The teacher may take one (1) representative to any and all conferences in this procedure.
- H. Staff members, with limited contracts, who will not be recommended by the Principal or Superintendent for a new contract will be notified prior to the non-renewal action by the Board.

#### **ARTICLE X – PERSONNEL FILES**

- A. Any teacher may review with the Superintendent or his/her designee the contents of his/her personnel file, which has originated within this school system. At least once every three (3) years a teacher shall have the right to indicate those documents and/or materials which he/she believes are obsolete, derogatory or otherwise inappropriate for retention in the file. Such material shall be removed if that action can be mutually agreed upon. If it is not mutually agreed to remove the material in question, the teacher shall have the right to prepare a written statement indicating the reasons why he/she believes the material to be obsolete, derogatory, or otherwise inappropriate. This written statement shall be affixed to the material in question and shall be included in any future dissemination of the disputed material. Any material that is agreed to be hearsay or false by the Board of Education and teacher in question shall be removed from the file.
- B. Except for new hire paperwork, insurance enrollment forms, transcripts, certificates, and attendance records, all material placed in the file shall be dated and signed by the teacher and by the person who caused the material to be placed in the file. Information of a derogatory nature shall not be entered or filed unless and until the teacher is given a copy of the material. Material not in the file may not be used against a teacher.
- C. Teachers shall have the right to submit a written commentary to any material placed in the file, and such written comment shall be attached to the item in the file.
- D. The examination of a teacher's file shall be in accordance with state law. The District will request the identity of the person requesting to examine the file.

#### **ARTICLE XI – PERSONAL FREEDOM**

The personal life of a teacher is not an appropriate concern or attention of the Employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non school-related personal activities which have no impact upon the teacher's effectiveness as a teacher.

## ARTICLE XII — HEARINGS

A teacher shall at all times be entitled to have present a representative of the Association whenever requested to meet with the administration when being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representative is made, the teacher must choose the representative that he/she wishes within one (1) school day. Once a representative is chosen, he/she will be released from teaching duties in order to be present for the hearing. However, if within one (1) school day the teacher does not choose to have a representative present, the hearing may proceed immediately. A teacher may choose to waive this Article and meet with the administrator immediately.

## ARTICLE XIII — LEAVES OF ABSENCE

### A. Sick Leave

#### 1. Advance of Sick Leave

A maximum of five (5) days of sick leave which has not yet been earned shall be advanced to all new regular employees and all other employees who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave. The advancement shall be limited to a maximum of five (5) days advanced during any one (1) school year.

#### 2. Accumulation of Sick Leave

Professional personnel will earn sick leave at the rate of one and one-fourth (1-1/4) days sick leave per month, which is fifteen (15) days annually. Such days shall be accumulative to a maximum of two hundred thirty-four (234) days.

#### 3. Use of Sick Leave – Personal

Professional personnel may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to contagious disease which could be communicated to other employees or to students.

#### 4. Use of Sick Leave – Immediate Family

Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this Section, "immediate family" is defined to include employee's parent, father-in-law, mother-in-law, sibling, spouse, son, daughter, grandparent, grandson, granddaughter, or any other relative living under the same roof for whom the employee is a legal or court-ordered custodian or has power of attorney for that relative.

5. Use of Sick Leave – Death in the Immediate Family

Sick leave may also be used for death in the employee's immediate family. In this Section, "immediate family" is defined to include all relatives listed in Section 4 plus brother-in-law and sister-in-law.

6. Limitations

- a. Professional employees shall limit use of leave under Sections 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
- b. All absences which qualify for sick leave will be deducted from sick leave.
- c. All sick leave requests are subject to the approval of the Superintendent.

7. Requests

- a. Professional staff shall notify their Principal or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
- b. On the first workday following the absence, the employee is required by Section 3319.141 of the Ohio Revised Code to furnish a written, signed statement justifying the use of sick leave, including the name and address of the attending physician if medical attention was required.
- c. The employee bears full responsibility for requesting this form from the Principal or supervisor, completing the form, and submitting the form to his/her Principal or supervisor in person on the first day they are both on duty.
- d. Falsification of this statement is grounds for suspension or termination of employment as provided in Sections 3319.081 and 3319.16 of the Ohio Revised Code.
- e. Failure to submit this statement within five (5) working days will result in an unauthorized absence and a reduction in pay for the days in question until the appropriate form is properly completed and submitted.

8. Employees shall earn a Three Hundred Dollar (\$300) bonus if they do not use any sick leave during the fiscal year. This payment will be made in the month of June.

9. The Superintendent may require an employee utilizing or requesting sick leave to be examined at the District's expense by a physician if the Superintendent suspects falsification or abuse.

B. Parental Leave

1. Pregnancy Disability Leave

Teachers may use accumulated sick leave and extended illness leave as set forth in this Section for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. Length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor.

2. Child Birth Leave

The District shall grant, upon request, an unpaid leave of absence to a teacher prior to the beginning of the disability period due to pregnancy. The teacher may utilize the provisions of pregnancy disability leave section when the provisions of that Section apply.

3. Child Care Leave

A leave of absence without pay shall be granted to a teacher for the purpose of raising his/her natural or adopted child. Such leave shall be for no more than twelve (12) months duration. Return to duties shall coincide with the grading periods.

C. Family & Medical Leave Act

Both parties recognize that, under O.R.C. §4117, neither party can bargain contrary to the federal law. Therefore, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. Furthermore, the Board recognizes the employees' rights and freedom to exercise those rights under the FMLA, and equally, the Association recognizes the Board's right and freedom to exercise their rights under the FMLA.

D. Professional Leave

1. Professional staff members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally, upon written request and approval of the Superintendent or his/her designee.
2. Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

3. Request for Leave

- a. A request for professional leave shall be submitted in writing on forms which shall be available to all professional staff at the Principal's or Superintendent's Offices. Requests shall be initiated at the Principal's Office at least seven (7) days prior to the requested leave. After consideration, the Principal will forward the request to the Superintendent. However, when the absence of the Principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.
- b. An exception to the seven (7) day advance notice may be allowed if the staff member can demonstrate that he/she did not receive adequate advance notice.
- c. Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

4. Reimbursement Request

Upon approval of the Superintendent, reimbursement will be paid for the necessary and reasonable expenses of:

- a. Use of privately-owned automobile on a cents-per-mile basis at the rate annually adopted by the Board for up to five hundred (500) miles of travel.
- b. Commercial carrier fare which is supported by receipts.
- c. Meals and lodging necessary and actual expenditures as supported by receipts as approved by the Board.
- d. Miscellaneous expenses such as tour and ferry fares, highway and tunnel tolls, telephone calls, conference registration fees, and the expense necessary to conduct official school district business which is supported by receipts.
- e. Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave and must have a typed report attached, giving an evaluation of the meeting or visitation.
- f. Should the leave or any portion of the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits but must bear any other costs of said leave, excluding the cost of the substitute, if any.

E. Personal Leave

A teacher shall be granted up to three (3) days of leave with pay, to be taken in one (1) day increments, without deduction from other leave benefits. Two (2) days advance notice must be given except in emergency situations.

Personal leave is permitted for the following reasons upon approval of the Superintendent:

1. Legal business – appearance in court, adoption proceedings, home closing procedures, etc.
2. Home emergency – fire, flood, furnace, water, etc.
3. Civic obligations – city council member, school board member, etc.
4. Professional improvement – obtaining additional education, registration for continuing education, etc.
5. Funeral
6. Marriages
7. To accompany a spouse or child for personal business
8. Attend Hardin County Fair
9. Family illness not covered by sick leave
10. Other personal matters which can only be taken care of during working hours. The request must specifically state the reason.

Such days shall not be allowed on days immediately preceding or following vacation days, nor shall personal days be allowed the first five (5) school days and last ten (10) school days of the school year. A maximum of ten percent (10%) of the bargaining unit may be on personal leave the same time. In case of emergency, personal days may be granted by the Superintendent at any time. (See Appendix I for Personal Leave Form.)

Employees shall earn a One Hundred Fifty Dollar (\$150) bonus per day for each personal leave day not used during the fiscal year. This payment will be made in the month of June.

F. Assault Leave

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor, who shall immediately report the incident to the appropriate authorities.
2. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police and courts.
3. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher.
4. Assault leave shall be limited to a maximum of twenty (20) school days unless extended by the Superintendent.
5. Assault leave may not be granted under this policy unless the teacher in question: (1) has a signed, written statement justifying the granting and use of assault leave and the statement shall be upon Board-provided forms; (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment; and (3) files a report in conjunction with the District with the proper law enforcement authorities. Falsification of either the aforesaid signed statement or the physician's statement by the teacher shall be grounds for suspension or termination of employment.

G. Religious Leave

Any employee whose sincerely-held religious beliefs require the observance of holidays other than those scheduled in the school calendar may be use personal leave to honor such observance.

H. Judicial Leave

1. Members of the bargaining unit, upon notification to the Superintendent, shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court. Judicial leave shall not be granted to a bargaining unit member for appearances in court for proceedings regarding the bargaining unit member suing the school district.
2. Upon submission of proof of jury service, the teacher shall be paid the difference between his/her jury pay and his/her salary for the number of days involved.

3. Such leave shall not be deducted from sick leave and shall be in accordance with O.R.C. §§2313.34 and 3313.21.

I. Unpaid Leaves of Absence

1. A leave of absence of up to one year may be granted by the Board to members of the bargaining unit (O.R.C. §3319.13). For unpaid leaves of absence of five (5) days or less, approval may be given by the Superintendent. The employee will be responsible for paying the per diem cost, if any, for all health/medical insurance while on unpaid leave.
2. An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent at least thirty (30) days prior to the proposed date of leave (See Appendix J for Application for Unpaid Leave of Absence Form). The Superintendent shall report the request to the Board at the next regular meeting.
3. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention no later than April 1.
4. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board-approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time of leave. If the employee desires to purchase the leave year for STRS credit, the employee will pay his/her share and the Board's share of the contribution.

J. Return from Leave

1. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on any approved unpaid leave. The leave shall not constitute a break in service, however, and the teacher shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave.
2. No teacher shall be placed at any advantage or disadvantage in returning to a teaching position as a result of his or her approved absence. Upon return from any approved leave, a teacher shall be placed in the same position he or she held immediately prior to the leave, providing the position still exists.

## ARTICLE XIV – VACANCIES AND TRANSFERS

### A. Definitions

#### 1. Transfer

The movement of a teacher to a different assignment, grade level, subject area or building shall be considered a transfer.

#### 2. Seniority

A teacher's seniority for vacancies and transfers is established by the date that the school board issues a contract. Those teachers whose contracts were issued on the same day shall have their seniority determined by the total years teaching experience they have as of the date of hiring, the employees with the most experience being granted seniority. These years of experience shall be determined by the records of the State Teachers Retirement System. If previous teaching experience does not establish seniority, the employee with the highest number of credit hours shall be granted seniority. If credit hours do not establish seniority, then seniority will be established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with Association representatives present. Once a teacher's seniority has been established, such seniority for vacancies and transfers shall remain with that teacher as long as that teacher is employed by the District. Approved leaves of absence shall not break continuous service, but neither shall they count for years of service except for:

- a. Time lost because of an occupation-related accident
- b. Use of sick leave

3. By October 1 of each school year, the Board will publish and distribute to all teachers and the Association a seniority list for vacancies and transfers ranking each teacher from greatest to least seniority. This list shall also indicate the contract status for each teacher (limited or continuing), but the contract status will not affect seniority in considering vacancies or transfers. Employees shall have ten (10) calendar days to express a written objection to the list or it shall be deemed valid for one (1) year. A finalized list shall be provided to the Association by January 1 of each year. This list shall include all corrections, deletions and additions of teachers for the school year. In no event will personnel outside the bargaining unit be included on the seniority list, nor will the Board add such personnel to the seniority list in the event of layoff.

B. Procedure for Posting Vacancy Notices

1. Notification of Vacancies

- a. A vacancy is any position the Superintendent intends to fill.
  - b. The Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies, promotional positions and new positions, which occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain a closing date which is at least ten (10) working days following the posting date for submitted requests for transfer. No assignment to fill vacancies shall be made until after the closing date.
2. The District shall, upon request by a teacher, notify that teacher during summer recess of any posted openings which may arise during the summer. The teacher's request must be in writing and must include a summer mailing address.
  3. If a teacher already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the teacher may have applied.

C. Procedure for Handling Voluntary Transfers

1. Application – A teacher may submit to the District a request for transfer at any time, whether or not a vacancy exists. A teacher may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Section. (See Appendix E for Teacher Transfer Request Form)
2. If two (2) or more teachers with equal qualifications as determined by the Superintendent apply for a vacancy, the teacher with the greatest seniority may be considered first for such transfer.

D. Procedure for Handling Involuntary Transfers

The District Superintendent has the right to transfer employees as deemed appropriate.

When no teachers volunteer for a position needing a transfer, the least senior teacher of those qualified for the position may be considered first for such transfer.

**ARTICLE XV – REDUCTION IN FORCE**

A. When a reduction of staff is deemed appropriate, due to:

1. financial reasons as determined by the Board;

2. a decreased enrollment of pupils;
3. a return to duty of regular teachers after leave of absence;
4. abolishment of positions; or
5. suspension of schools or territorial changes affecting the District.

The Board may implement such reduction for financial reasons in accordance with this procedure. The Board shall be deemed to have a valid financial reason for implementing a reduction in force after it has suffered two (2) consecutive defeats of tax levies, neither of which would be a bond issue. In the case of specifically-funded programs (e.g., Federal), tax levy defeats shall not be necessary for a reduction in force

- B. Twenty-one (21) days prior to the Board implementing a reduction in force, the Association President will be notified in writing of the intent to reduce staff. The Association shall have the right to request a meeting with the Superintendent to discuss the reduction and possible alternatives, and effects the reduction will have on the working conditions for the remaining members of the bargaining unit.
- C. Fourteen (14) days before the Board acts on a reduction in force, the individual affected teacher(s) will be notified of the fact by the administration.
- D. The Association President shall receive the following information prior to the Board implementing a reduction in force.
  1. The reasons for the reduction.
  2. A list of specific positions to be reduced.
  3. A list of all teachers in the system containing contract status, teaching field, continuous years of service in the District and all areas of certification.
- E. Provisions:
  1. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within area of certification/license.
    - a. Limited contract teachers shall be reduced first utilizing the following order:

- (1) Certification/Licensure within the affected teaching field.
- (2) Comparable evaluations as defined in this Agreement.
- (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

- (1) Certification/Licensure within the affected teaching field.
- (2) Comparable evaluations as defined in this Agreement.
- (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

## 2. Comparable Evaluations

a. During the 2013-2014 school year, all members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force.

b. Effective with the 2014-2015 school year, comparable evaluations shall be defined as follows:

- (1) All Accomplished Rated teachers will be deemed comparable to each other.
- (2) All Skilled/Proficient teachers will be deemed comparable to each other.
- (3) All Developing teachers will be deemed comparable to each other.
- (4) All Ineffective teachers will be deemed comparable to each other.

3. A teacher who has their position reduced in force may displace the least senior teacher in the area for which they are certified/licensed. Teachers who have multiple certifications shall have displacement rights in all areas for which they are certified. However, they must displace the least senior teacher in the license/certification they choose to displace.

4. Seniority shall not be used as a basis for recall, except when making a decision between two teachers with comparable evaluations. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status.

5. Teachers affected by reduction in force will remain on the recall list for a period of twelve (12) months for limited contract teachers and twelve (12) months for continuing contract teachers, beginning with August 31 unless:
  - a. The teacher requests that the name be removed;
  - b. The teacher refused a position offered of at least equal time to their previous position; or
  - c. The teacher is reemployed in the Hardin Northern Local Schools.
6. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.
7. Within seventy-two (72) hours of receipt of a written offer to return to employment, the teacher shall notify, by calling collect if necessary, the Superintendent's office indicating the teacher's availability to accept the position. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits is not met, it shall be determined that the teacher has declined the position.
8. Teachers who return to employment after reduction in force shall receive appropriate placement for purposes of seniority, salary and fringe benefits. Seniority shall be determined as defined in Article XIV.
9. Teachers affected by the reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and fringe benefits at their own expense by making monthly payments to the Treasurer. This provision shall exist as long as the teacher is on the recall list.

**ARTICLE XVI — SEVERANCE PAY**

- A. Persons retiring under the State Teachers Retirement System shall be paid severance pay on the basis of twenty-seven percent (27%) of accumulated sick leave up to the number of days listed below:

<u>Years of Experience in the District</u>	<u>Maximum Days of Severance</u>
less than 5 years	27% based on sick leave earned, accumulated, and unused at Hardin Northern
5 to 15 years (inclusive)	48 days
16 to 25 years (inclusive)	56 days
over 25 years	64 days

- B. For teachers with less than five (5) years' experience, those days, if any, that a teacher has accumulated and unused from another public entity that the District is required to accept will be used for sick leave by the teacher before days the teacher accumulates while employed by the District.
- C. Pay will be based on the highest earned yearly salary divided by the number of days in the school calendar year. However, staff members within three (3) years of retirement who voluntarily choose to work less than full time for the benefit of the school shall have their severance pay based on the highest yearly full-time salary they would have earned in their last three (3) years of service. Request for severance must be made within sixty (60) days after the effective date of retirement.
- D. The teacher being severed from employment may elect to receive severance pay in one (1) sum or in annual payments up to three (3) years by arrangement with the Treasurer.
- E. A teacher who receives severance pay under the provisions of this Section shall forfeit the sick leave previously accumulated.

**ARTICLE XVII – GRIEVANCE POLICY**

A. Definitions

- 1. A “grievance” is a claim by the Association or by one (1) or more teachers that there has been a violation, misinterpretation, or misapplication of a provision of the agreement.
- 2. A “grievant” shall mean a teacher or group of teachers or the Association filing a grievance.
- 3. A “party in interest” is the person or persons 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 claim.
- 4. “Days” shall mean teacher workdays, except as otherwise indicated.
- 5. An “aggrieved person” is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- (b) Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time shall permit the grievance to proceed to the next step. Failure to file a grievance within the specified time limit shall be considered a waiver of the right, if any, to file a grievance on the matter. Failure at any step of this procedure to appeal a grievance at the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and there shall be no further right of appeal.
- (c) In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

2. Informal Procedure

If a teacher feels that he/she has a grievance, he/she may discuss it with his/her Principal or immediate supervisor, either individually or accompanied by a grievance representative, in an effort to resolve the problem informally. If the grievance is not resolved at this level, the principal or immediate supervisor will respond in writing within five (5) days.

3. Formal Procedure

(a) Level One – School Principal (or Immediate Supervisor)

- (1) If an aggrieved person is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within fifty (50) days of the occurrence of the event upon which the grievance is based. Forms for this purpose shall be available in each school office. The written grievance shall be directed toward the Principal or immediate supervisor. Information copies are to be sent to the Superintendent. The grievance form shall state the grievant's name, building, date, facts giving rise to the alleged

grievance, specific contract provisions violated, and the relief sought by the grievant.

- (2) The Principal or immediate supervisor within five (5) days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association.

(b) Level Two – Superintendent

- (1) If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Superintendent.
- (2) The Superintendent shall schedule a meeting to take place within ten (10) days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance.
- (3) The Superintendent shall, within five (5) days after this meeting, render his/her decision in writing.

(c) Level Three – Board of Education

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to the Board of Education. The Association must submit the grievance to the Board within five (5) days.
- (2) The Board, at its next regularly scheduled meeting or within four (4) weeks of the filing of the appeal, at the option of the Board, shall meet with the grievant and/or the Association representative and the Superintendent or his/her designee, to review such grievance in executive session. The disposition by the Board shall be made in writing within seven (7) days of the meeting. A written notification of such disposition shall be furnished the grievant, the Association, the immediate supervisor and the Superintendent.
- (3) If the grievant and/or the Association fails to forward the grievance report form to the Board of Education within five (5) days after receipt of the disposition from the Superintendent at Level II, then the grievance shall be considered waived.

(d) Level Four – Arbitration

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.
- (2) The Association may within five (5) days after receipt of the request submit the grievance to arbitration by so notifying the Board in writing and the American Arbitration Association.
- (3) The Board and the Association shall select an arbitrator using the alternate strike method. Either party may request a second list of arbitrators.
- (4) The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper as long as time is kept to a minimum. The arbitrator shall have no power to alter, add to, or subtract from any terms of this Agreement.
- (5) The arbitrator's decision shall be submitted in writing to the Board of Education and to the Association and shall be rendered within thirty (30) days after the parties have filed post hearing briefs.
- (6) The arbitrator's decision shall be binding on all parties.
- (7) All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.

4. Rights of Teacher to Representation

- a. A grievant may be represented at any level of this procedure by a representative of his/her choosing. When the aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- b. Reprisals shall not be taken against any teacher or other participant in the grievance procedure by reason of such participation.
- c. The Board and the Administration will cooperate with the Association in its investigation of any grievance and will furnish information as requested for processing any grievance.

5. Group Grievance

The Association may submit any grievance that involves a group or class of teachers. If it is limited in effect to one (1) school, the grievance shall be submitted to the Building Principal; otherwise, it shall be submitted directly to the Superintendent.

6. General Provisions

- a. In matters dealing with violations of Association rights, the grievance shall be initiated at Level One by the Association.
- b. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- c. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
- d. If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance will be commenced at Level Two. However, the fifty (50) day time limit set forth in Level One will apply.
- e. Decisions rendered at Level One and Level Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- f. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Section.

**ARTICLE XVIII — CONTRACT DAYS (SCHOOL, DAY AND YEAR)**

- A. The number of regular days required for teachers shall be one hundred eighty-five (185). Five and one-half (5-1/2) hours of each of the two (2) days will be reserved for use as a

teacher work day with the remaining time available to the Administration for scheduling in-services and/or meetings.

- B. The school day, exclusive of meetings and other school scheduled events where specifically requested by the administration, shall be defined as the time during which members of the bargaining unit are to be on duty in their respective classrooms, fully prepared and ready to receive and teach students in accordance with the specific time schedule in each building.
- C. The school day shall be seven and one-half (7-1/2) hours and shall fall between 7:30 a.m. and 4:00 p.m., including a duty-free lunch period of at least thirty (30) minutes.
- D. On days when school is delayed, it is understood that good judgment and discretion must be exercised by individual staff members to ensure a later safe arrival as conditions dictate. Members of the teaching faculty will not be expected to report for duty on days when the Hardin Northern Local School District is closed due to inclement weather.
- E. In the event that the maximum number of calamity days permitted by Ohio law are used, the Superintendent will have the option of scheduling a three (3) hour delay with an additional one (1) hour added to the end of the academic day.

#### ARTICLE XIX — WORK LOAD

- A. All full-time teachers shall be assigned a workday of no more than seven and one-half (7-1/2) hours, including a lunch period of at least one-half (1/2) hour.
- B. The schedule for each full-time equivalent classroom teacher who is assigned to a school with a teacher day of six (6) hours or longer exclusive of lunch period shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.
- C. Each teacher will assume his/her respective share of additional activities which are related to the instructional program. These activities shall normally be confined to the school day, as outlined in Article XVIII(C). However, some of these activities must extend beyond the normal workday; e.g., open house, parent-teacher conferences, school programs, staff meetings, professional growth/in-service training activities. For the aforementioned reasons, the District may schedule up to nine (9) hours per school year of each teacher's time in addition to the regular workweek described above. The time used for in-service training shall be deducted from this time.
- D. A teacher shall be paid for any service beyond this time at an hourly rate of Ten Dollars (\$10.00). Teachers must be given at least twenty-four (24) hours' notice of any such duties or meetings.

- E.
  - 1. Elementary teachers shall not be required to remain with their classes while instruction in music, physical education, or library science is being conducted by a specialist hired for such purpose.
  - 2. K-6 teachers will perform recess duty on the playground on a rotation basis. Teacher aides will supervise the K-6 cafeteria.
  - 3. However, no teacher will supervise a lunch period and a noon recess on the same day.
  - 4. Late bus duties for K-12 will be supervised on a rotation basis.
- F. Junior and senior high teachers shall not be assigned more than seven (7) periods of instructional duties daily.
- G. Junior and senior high teachers shall be assigned not more than six (6) teaching preparations daily.
- H. Specialists in specific areas of instruction or educational services shall have their assignments computed in accordance with the standards set forth above which apply to the level upon which they function.

#### ARTICLE XX – SCHOOL CALENDAR

A committee composed of administration and teachers shall submit calendar options for up to the next two (2) school years. The Superintendent shall inform the teachers whether it should be a recommendation for one (1) or two (2) years. Teachers shall then vote, and the winning calendar may be considered by the Board. The committee must present the winning calendar to the Superintendent by February 1 of that year.

#### ARTICLE XXI – CLASS SIZE

- A. The Board shall make every reasonable effort to keep class sizes equitable and no larger than twenty-four (24) students per class unless they are restricted to fewer by the State Minimum Standards.
- B. No class shall exceed the number of work stations in the classroom.
- C. If there are two (2) or more sections of a grade level, effort will be made to equalize the teacher work load.

## ARTICLE XXII – FACILITIES, EQUIPMENT, MATERIALS

- A. The District shall provide to staff the following facilities and/or equipment:
1. Instructional and preparation areas with heating, desks and chairs for each child and teacher;
  2. Restrooms which are clean, well lighted, and separate from student restrooms;
  3. A dining area/lounge exclusively for the use of employees will be established;
  4. A chalkboard and bulletin board which are adequate in each classroom;
  5. Production facilities including, but not limited to, three (3) copiers which are available for use by all staff;
  6. Keys will be given to each teacher for the restroom, lounge, his/her classroom, and also the work area, if necessary to gain access to the aforementioned.
- B. Prior to the opening of school, the District shall provide each teacher with the following:
1. Textbooks and teachers' manuals used in each course the teacher instructs.
  2. Books, paper, pencils, pens, chalk, eraser, and other materials required in daily teaching responsibility. These common supplies will be available to teachers in the appropriate secretary's office.
  3. Two Hundred Fifty Dollars (\$250.00) will be made available each school year to each teacher for the purchase of classroom supplies. The teacher will be required to submit a requisition form for approval of the purchase.

## ARTICLE XXIII – EMERGENCY PERIOD SUBSTITUTION

- A. In the event regular substitutes are not available during high school or junior high school class periods, teachers who serve as period substitutes during their regularly scheduled preparation periods shall be compensated at the rate of Fifteen Dollars (\$15.00) per period. Only those teachers who have more than one (1) regularly scheduled planning period per day may collect an additional Fifteen Dollars (\$15.00) for each of those periods they may substitute per day. Professional staff members may be requested, but not required, to serve as period substitutes during their regularly-scheduled preparation periods. If a study hall teacher shall become responsible for an additional class, he/she will be paid \$15/period.
- B. Requests for period substitutions shall be made as far in advance as possible.

- C. Substitution shall be made within the professional staff member's department when possible.
- D. Period substitutes shall be distributed among professional staff members desiring substitutions as equally as possible.
- E. Elementary staff who find out that they will lose their pre-scheduled planning time, consisting of vocal music, physical education, or library time shall be compensated at Fifteen Dollars (\$15.00).

**ARTICLE XXIV – PROFESSIONAL DEVELOPMENT**

- A. Any member of the professional staff who earns semester hours or quarter hours of credit from an accredited college or university between July 1 and June 30 can receive reimbursement for each credit hour to a maximum of sixteen (16) semester hours or twenty-four (24) quarter hours earned following completion of eligible course work and submission of a transcript or record of same, up to the same dollar maximum:

	<u>Semester Hour</u>	<u>Quarter Hour</u>
Undergraduate	\$200.00	\$160.00
Graduate	\$250.00	\$200.00

- B. Courses must be taken in the field of education or related to the individual's field of certification. The Superintendent of Schools shall have the final authority in determining if reimbursement requests meet the criteria of eligibility as stated in this Section.
- C. The staff member must teach in the Hardin Northern Local School District in the year following course work.
- D. The schedule of reimbursement for staff members eligible for professional growth assistance shall be as follows:
  - 1. Courses taken during the fall and winter of a school year shall be reimbursed September 15 of the subsequent year.
  - 2. Courses taken during the spring and summer of the school year shall be reimbursed January 30 of the subsequent school year.
- E. A staff member leaving the school district prior to payment or during the school year of payment shall forfeit any reimbursement for which he/she would have been eligible. Reimbursement already made shall be repaid to the Board on a pro-rata basis for that portion of the school year uncompleted.

- F. Application should be received in the Superintendent's Office one (1) week prior to enrolling in the course. However, the untimely filing of such application shall not negate an otherwise proper and eligible request.
- G. Approved requests for tuition reimbursement will be paid on a first-come, first-served basis. No more than Ten Thousand Dollars (\$10,000.00) will be paid in tuition reimbursement for any one (1) fiscal year.

## ARTICLE XXV – PAYROLL/DEDUCTIONS

### A. Association Dues Deduction

Members of the bargaining unit shall be entitled to payroll deduction of dues for their respective designated organizations — the Hardin Northern Education Association, the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association--upon presentation of a written deduction authorization by individual employees.

### B. Payroll Deductions

Members of the bargaining unit may participate in payroll deduction for heart and cancer insurance, dependent life insurance, United Way, credit union, and EPAC. Except for those employees having annuities deducted prior to July 1, 2005, annuities shall only be deducted after at least five employees have requested payroll deductions for the same organization or financial institution. Enrollment dates and conditions for participation are to be worked out with the Treasurer.

### C. Payroll Practices

Regular teacher salaries shall be paid in twenty-six (26) installments every other Friday, beginning when the teacher has actually worked for the Board at least seven (7) regular contract days in any particular school year. Pay periods shall begin on Monday morning and end on the second Sunday night following. Teachers shall be paid by direct deposit.

### D. Pay Form Distribution

If a Friday falls on a day that is not a regularly-scheduled teacher workday, direct deposit slips shall be distributed in the buildings on the last teacher workday immediately preceding the regular payday. During the summer, the teacher may pick up his/her direct deposit slip at the Treasurer's Office or employee mailboxes. An itemized direct deposit slip showing deductions and leave accumulations shall be made available to employees.

### E. Supplementals

1. Head coaches and Athletic Director will be paid in six (6) pays.

2. Assistant coaches will be paid in four (4) pays.
3. Other coaches performing supplemental duties will receive one payment for the performance of their duties at the conclusion of their supplemental contract and after completion of end of season checkout procedures.
4. Employees performing supplemental duties will receive one payment for the performance of their duties at the conclusion of their supplemental contract and after completion of end of season checkout procedures.

#### **ARTICLE XXVI — PROFESSIONAL SALARY**

- A. The salary base for teachers with a bachelor's degree and no experience shall be set for the 2012-13 school year at Twenty-Nine Thousand One Hundred Seventy-Six Dollars (\$29,176.00) or Five Hundred Dollars (\$500.00) above the minimum set by the State of Ohio, whichever is higher. (Appendix A) (0% increase) For the 2013-14 school year, the BA-0 shall be increased 1.5% to Twenty-Nine Thousand Six Hundred Fourteen Dollars (\$29,614.00), and for the 2014-15 school year 1.5% to Thirty Thousand Fifty-Eight Dollars (\$30,058.00).
- B. An employee shall accumulate seniority during the 2011-12 school year and will be given credit on the salary schedule at the beginning of the 2012-13 school year for time worked during the 2011-12 school year.
- C. All other categories and all steps on the salary schedule will be calculated as a percentage of this figure and rounded to the nearest dollar.
- D. The educational categories will be for teachers with: 1) no degree; 2) a bachelor's degree; 3) a bachelor's degree with one hundred fifty (150) semester credit hours; 4) a master's degree; and, 5) a master's degree with fifteen (15) semester hours.
- E. The salary schedule in effect for the 2012-13 school year will remain unchanged for the 2012-13 school year. Salary schedules effective for the 2013-14 school year, as proposed by the Board, are included in the attached Appendix.
- F. Teachers in grades 7-12 scheduled to work less than the full number of periods in a school day shall be paid a pro-ration of a full salary.
- G. Teachers in grades K-6 scheduled to work less than the number of hours in a school day shall be paid a pro-ration of a full salary.

**ARTICLE XXVII — CO-CURRICULAR SALARIES AND CONTRACTS**

- A. Co-curricular salaries for personnel holding a bachelor's degree shall be calculated as a percentage of the base pay for a teacher with a bachelor's degree and zero (0) years of experience, according to Schedule D in the Appendix.
- B. Co-curricular salaries for personnel not holding a bachelor's degree shall be calculated as a percentage of the base pay for a teacher with no degree and zero (0) years of experience, according to Schedule D in the Appendix.
- C. Supplemental/Co-curricular contracts shall be for a period of one (1) year and shall automatically expire without action by the Board or notice to the employee.
- D. When hiring for co-curricular activities, experience will be determined by these factors:
  - 1. A person going from a higher level to a lower level in the same activity will be given credit for all years experience at Hardin Northern at the higher level.
  - 2. A person going from a lower level to a higher level in the same activity will not be given credit for any years experience at Hardin Northern at the lower level.
  - 3. New hires transferring from another school with experience at the same level in the same activity will be given credit for one-half of his/her experience at that level.
  - 4. If the Board of Education wishes to hire a candidate whom it feels is particularly qualified, it may offer to give him/her credit for more experience.

**ARTICLE XXVIII — GROUP INSURANCE**

- A. Hospitalization, Surgical and Major Medical Coverage

Employees who qualify for insurance coverage shall have the option of a health savings plan (HSA) or a PPO plan. Effective January 1, 2014, the Board shall pay eighty-five percent (85%) of the premium for a PPO plan for family or single plans for medical insurance, hospitalization, surgical and major medical if the PPO is offered by the consortium. Effective January 1, 2014, the Board shall pay 85% of the premium for an HSA Plan for family and single plans for employee medical insurance, including hospitalization, surgical and major medical coverage. Effective January 1, 2015, employees shall be required to enroll in the HSA plan.

B. Vision Care Insurance

The Board will provide single or family vision care insurance for all employees within the bargaining unit. The Board will assume eighty-five percent (85%) of the cost of premiums of coverage provided by or equivalent to that provided by Vision Services.

C. Dental Insurance

The Board will provide family or single dental insurance for each certified employee electing such insurance. The Board will assume one hundred percent (100%) of the cost of premiums for such insurance. The level of coverage shall be the same or more than the Dental Plan in effect as of June 30, 1993. A premium dental plan will also be available to certified employees. An employee who elects to be covered under the premium dental plan shall pay the difference in cost between the Board-funded basic plan and the premium dental plan.

D. Term Life Insurance

The Board will provide Twenty-Five Thousand Dollars (\$25,000) life insurance for each full-time certified employee electing insurance. The Board will assume one hundred percent (100%) of the cost of premiums of such insurance.

E. General Provisions

Except as otherwise set forth in this paragraph, the Board will provide full twelve (12) month coverage commencing September 1, and ending August 31, with new employees paying their share one (1) month in advance. A teacher will not have coverage paid by the Board after his/her employment is terminated, but may elect to continue coverage at his/her own expense in accordance with law.

F. Coverage for Part-Time Employees

Part-time employees hired after July 1, 1990, will be provided coverage in paragraphs A. - C. above on a pro-rata basis.

G. Health Savings Account

The Board shall offer to full-time certified employees eligible for health insurance a Health Savings Account (HSA). Enrollment is at the employee's option. The Board shall contribute One Thousand Dollars (\$1,000) for a family plan and Five Hundred Dollars (\$500) for a single plan for the 2012-13 school year. The Board shall contribute Three Thousand Dollars (\$3,000) for a family plan and One Thousand Five Hundred Dollars (\$1,500) for a single plan effective January 1, 2014. The Board shall contribute Two Thousand Dollars (\$2,000) for a family plan and One Thousand Dollars (\$1,000) for a single plan effective January 1, 2015.

The Board will pay the employer contribution as follows: Two-thirds (2/3) on the second pay in January and one-third (1/3) on the second pay of September. However, if an employee leaves employment prior to September 15, whether through resignation, retirement, or otherwise, they shall not be entitled to the September payment.

In a catastrophic event and upon presentation of valid documentation, the District shall advance the employee the remaining one-third (1/3) prior to the second pay of September. If the employee resigns, retires, or otherwise leaves the Board's employment, the employee shall be required to reimburse the Board the one-third (1/3) payment that was advanced.

#### H. Cash in Lieu Of

The Board shall pay any full-time employee, except retired-rehired, who is covered by the District's health insurance plan as of July 1, 2011 and who chooses to opt out of the insurance plan by September 1 of each school year, Three Thousand Dollars (\$3,000) for a family plan and One Thousand Five Hundred Dollars (\$1,500) for a single plan for each year the employee remains off the plan. Payment will be made on the last pay of June of each year to an annuity provider chosen by the employee from a list provided by the Board to receive the payment. The employee must remain off the District's health insurance plan until July 1 of the year following the September "opt-out." If the employee re-enrolls in the District's plan on or before June 30, the employee shall not receive the payment. Unless the parties mutually agree otherwise, this provision shall be automatically deleted from this Agreement effective June 30, 2015.

#### I. Spousal Eligibility

If an employee's spouse is eligible to participate as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any retirement plan, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s) no later than January 1, 2015.

This requirement does not apply to any spouse who is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If false information is submitted or the Board is not advised in a timely manner of a change in a spouse's eligibility for employer or retirement plan sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which a spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. An employee who submits false information will be subject to a disciplinary action, up to and including termination of employment.

If two spouses are employed in the same school district, or two spouses are employed in two different schools in the Hardin County Schools Health Consortium, then these employees will be exempt from the spousal agreement.

I. Insurance Committee

An insurance committee shall be formed, consisting of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. This committee will meet at least quarterly to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for unit members may be provided in a more cost-effective manner. Deliberations of the insurance committee shall not constitute negotiations, but the committee shall have the authority to make recommendations to both the Board and the Association. The insurance committee shall screen requests for services not covered by the insurance plan.

**ARTICLE XXIX – STRS PICKUP**

- A. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35 and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Teachers' Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby.

- B. The amount to be designated as a pickup by the Board shall equal the current percentage amount of the teacher's mandatory STRS contribution, shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097, and shall be included in computing final average salary. It shall not be reported by the Board as subject to current federal and state income taxes, but it is subject to city income taxes. It shall not be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
- C. Each teacher will be responsible for compliance with the Internal Revenue Service salary exclusion allowance regulations with respect to the pickup in combination with other tax-deferred compensation plans.

### **ARTICLE XXX - EMPLOYMENT OF RETIRED TEACHERS**

- A. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.
- C. A retiree shall be paid at the five - year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday.
- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111. Other provisions of the Negotiated Agreement and O.R.C. §3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the Superintendent's discretion.
- E. A retiree shall accumulate and may use sick leave but shall not be entitled to severance pay upon conclusion of employment as a retiree.

- F. A retiree is entitled to participate in insurances provided to bargaining unit members only by paying the full cost of such insurances.
- G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force.
- H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- I. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a teaching contract at the date on which this Agreement is effective.
- J. The Board and retiree may agree to waive any of the restrictions or increase any of the benefits set forth in this Article on a case-by-case basis before the retiree is employed by the Board.

**ARTICLE XXXI - ENTRY YEAR PROGRAM**

The Board has the discretion of implementing its own Entry Year Program or utilizing any Entry Year Program offered by the Hardin County ESC or any other entity as long as the program complies with Ohio law.

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE - 185 DAYS  
2012-2013**

<b>BASE</b>		<b>\$29,176</b>								
<b>Increment</b>	0.050		0.050		0.050		0.050		0.050	
<b>Step</b>		<b><u>No Degree</u></b>		<b><u>Bachelor</u></b>		<b><u>Bach/150</u></b>		<b><u>Master</u></b>		<b><u>Master/15</u></b>
<b>0</b>	0.950	27,717	1.000	29,176	1.050	30,635	1.100	32,094	1.150	33,552
<b>1</b>	1.000	29,176	1.050	30,635	1.100	32,094	1.150	33,552	1.200	35,011
<b>2</b>	1.050	30,635	1.100	32,094	1.150	33,552	1.200	35,011	1.250	36,470
<b>3</b>	1.100	32,094	1.150	33,552	1.200	35,011	1.250	36,470	1.300	37,929
<b>4</b>	1.150	33,552	1.200	35,011	1.250	36,470	1.300	37,929	1.350	39,388
<b>5</b>	1.200	35,011	1.250	36,470	1.300	37,929	1.350	39,388	1.400	40,846
<b>6</b>		0	1.300	37,929	1.350	39,388	1.400	40,846	1.450	42,305
<b>7</b>		0	1.350	39,388	1.400	40,846	1.450	42,305	1.500	43,764
<b>8</b>		0	1.400	40,846	1.450	42,305	1.500	43,764	1.550	45,223
<b>9</b>		0	1.450	42,305	1.500	43,764	1.550	45,223	1.600	46,682
<b>10</b>		0	1.500	43,764	1.550	45,223	1.600	46,682	1.650	48,140
<b>11</b>		0	1.550	45,223	1.600	46,682	1.650	48,140	1.700	49,599
<b>12</b>		0	1.600	46,682	1.650	48,140	1.700	49,599	1.750	51,058
<b>13</b>		0	1.650	48,140	1.700	49,599	1.750	51,058	1.800	52,517

APPENDIX A (Cont'd)

14		0	1.700	49,599	1.750	51,058	1.800	52,517	1.850	53,976
15		0	1.750	51,058	1.800	52,517	1.850	53,976	1.900	55,434
16	Longevity	2.5		\$729		\$766		\$802		\$839
17	Longevity	3.0		\$875		\$919		\$963		\$1,007
18	Longevity	3.5		\$1,021		\$1,072		\$1,123		\$1,174
19	Longevity	4.0		\$1,167		\$1,225		\$1,284		\$1,342
20	Longevity	4.5		\$1,313		\$1,379		\$1,444		\$1,510
21	Longevity	6.0		\$1,751		\$1,838		\$1,926		\$2,013
22	Longevity	6.5		\$1,896		\$1,991		\$2,086		\$2,181
23	Longevity	7.0		\$2,042		\$2,144		\$2,247		\$2,349
24	Longevity	7.5		\$2,188		\$2,298		\$2,407		\$2,516
25	Longevity	8.0		\$2,334		\$2,451		\$2,568		\$2,684
26	Longevity	8.5		\$2,480		\$2,604		\$2,728		\$2,852

**All consideration for column adjustments must be submitted with a letter from the Educational Service Center.**

Hardin Northern Local School  
Teacher Salary Schedule     2013-2014  
 185 days

Base                    29,614  
 Increment            0.040                    0.050                    0.0525                    0.055

Step	No Degree	Bachelor	Bach/150	Master	Master/15					
0	0.950	28,133	1.000	\$ 29,614	1.050	\$ 31,095	1.1025	\$ 32,649	1.1575	\$ 34,278
1			1.040	\$ 30,799	1.100	\$ 32,575	1.1550	\$ 34,204	1.2125	\$ 35,907
2			1.080	\$ 31,983	1.150	\$ 34,056	1.2075	\$ 35,759	1.2675	\$ 37,536
3			1.120	\$ 33,168	1.200	\$ 35,537	1.2600	\$ 37,314	1.3225	\$ 39,165
4			1.160	\$ 34,352	1.250	\$ 37,018	1.3125	\$ 38,868	1.3775	\$ 40,793
5			1.200	\$ 35,537	1.300	\$ 38,498	1.3650	\$ 40,423	1.4325	\$ 42,422
6			1.240	\$ 36,721	1.350	\$ 39,979	1.4175	\$ 41,978	1.4875	\$ 44,051
7			1.280	\$ 37,906	1.400	\$ 41,460	1.4700	\$ 43,533	1.5425	\$ 45,680
8			1.320	\$ 39,090	1.450	\$ 42,940	1.5225	\$ 45,087	1.5975	\$ 47,308
9			1.360	\$ 40,275	1.500	\$ 44,421	1.5750	\$ 46,642	1.6525	\$ 48,937
10			1.400	\$ 41,460	1.550	\$ 45,902	1.6275	\$ 48,197	1.7075	\$ 50,566
11			1.440	\$ 42,644	1.600	\$ 47,382	1.6800	\$ 49,752	1.7625	\$ 52,195
12			1.480	\$ 43,829	1.650	\$ 48,863	1.7325	\$ 51,306	1.8175	\$ 53,823
13			1.520	\$ 45,013	1.700	\$ 50,344	1.7850	\$ 52,861	1.8725	\$ 55,452
14			1.560		1.750	\$ 51,825	1.8375	\$ 54,416	1.9275	\$ 57,081
15			1.600		1.800	\$ 53,305	1.8900	\$ 55,970	1.9825	\$ 58,710
18			1.550	\$ 45,902	1.830	\$ 54,194	1.920	\$ 56,859	2.0125	\$ 59,598
21							1.960	\$ 58,043	2.0525	\$ 60,783
24							2.010	\$ 59,524	2.1025	\$ 62,263

Favorable placement shall occur on this 2013-14 salary schedule.

**Hardin Northern Local School**  
**Teacher Salary Schedule 2014-2015**  
 185 days

Base 30,058  
 Increment 0.040 0.050 0.0525 0.055

Step	No Degree	Bachelor	Bach/150	Master	Master/15
0 0.950	28,555	1.000 \$ 30,058	1.050 \$ 31,561	1.1025 \$ 33,139	1.1575 \$ 34,792
1		1.040 \$ 31,260	1.100 \$ 33,064	1.1550 \$ 34,717	1.2125 \$ 36,445
2		1.080 \$ 32,463	1.150 \$ 34,567	1.2075 \$ 36,295	1.2675 \$ 38,099
3		1.120 \$ 33,665	1.200 \$ 36,070	1.2600 \$ 37,873	1.3225 \$ 39,752
4		1.160 \$ 34,867	1.250 \$ 37,573	1.3125 \$ 39,451	1.3775 \$ 41,405
5		1.200 \$ 36,070	1.300 \$ 39,075	1.3650 \$ 41,029	1.4325 \$ 43,058
6		1.240 \$ 37,272	1.350 \$ 40,578	1.4175 \$ 42,607	1.4875 \$ 44,711
7		1.280 \$ 38,474	1.400 \$ 42,081	1.4700 \$ 44,185	1.5425 \$ 46,364
8		1.320 \$ 39,677	1.450 \$ 43,584	1.5225 \$ 45,763	1.5975 \$ 48,018
9		1.360 \$ 40,879	1.500 \$ 45,087	1.5750 \$ 47,341	1.6525 \$ 49,671
10		1.400 \$ 42,081	1.550 \$ 46,590	1.6275 \$ 48,919	1.7075 \$ 51,324
11		1.440 \$ 43,284	1.600 \$ 48,093	1.6800 \$ 50,497	1.7625 \$ 52,977
12		1.480 \$ 44,486	1.650 \$ 49,596	1.7325 \$ 52,075	1.8175 \$ 54,630
13		1.520 \$ 45,688	1.700 \$ 51,099	1.7850 \$ 53,654	1.8725 \$ 56,284
14		1.560	1.750 \$ 52,602	1.8375 \$ 55,232	1.9275 \$ 57,937
15		1.600	1.800 \$ 54,104	1.8900 \$ 56,810	1.9825 \$ 59,590
18		1.550 \$ 46,590	1.830 \$ 55,006	1.920 \$ 57,711	2.0125 \$ 60,492
21				1.960 \$ 58,914	2.0525 \$ 61,694
24				2.010 \$ 60,417	2.1025 \$ 63,197

## CO-CURRICULAR SALARY SCHEDULE

	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6-8 Years</u>	<u>9-11 Years</u>	<u>12+ Years</u>
Athletic Director	13.2%	14.5%	15.8%	17.2%	18.5%
Assistant Athletic Director	11.0%	12.1%	13.2%	14.3%	15.4%
Head Football Coach	15.4%	16.9%	18.5%	20.0%	21.6%
Head Volleyball Coach	15.4%	16.9%	18.5%	20.0%	21.6%
Head Boys' Basketball Coach	15.4%	16.9%	18.5%	20.0%	21.6%
Head Girls' Basketball Coach	15.4%	16.9%	18.5%	20.0%	21.6%
Head Boys' Track Coach	12.1%	13.3%	14.5%	15.7%	16.9%
Head Girls' Track Coach	12.1%	13.3%	14.5%	15.7%	16.9%
Head Baseball Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Assistant Varsity Football Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Assistant Varsity Football Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Assistant Varsity Football Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Asst. Varsity Volleyball Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Asst. Boys' Var. B.B. Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Asst. Girls' Var. B.B. Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Head Girls' Softball Coach	8.8%	9.7%	10.6%	11.4%	12.3%
Asst. Track Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Asst. Track Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Asst. Track Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Asst. Track Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Asst. Boys' Baseball Coach	5.5%	6.1%	6.6%	7.2%	7.7%
Asst. Girls' Softball Coach	5.5%	6.1%	6.6%	7.2%	7.7%
Weight Room Advisor	9.9%	10.9%	11.9%	12.9%	13.9%
Head Cheerleader Advisor	11.0%	12.1%	13.2%	14.3%	15.4%
Asst. Cheerleader Advisor	6.6%	7.3%	7.9%	8.6%	9.2%
Junior High Football Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Junior High Football Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Seventh Grade Volleyball Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Eighth Grade Volleyball Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Ninth Grade Volleyball Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Ninth Grade Boys' B.B. Coach	7.2%	7.9%	8.6%	9.3%	10.0%
Eighth Grade Boys' B.B. Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Eighth Grade Girls' B.B. Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Seventh Grade Boys' B.B. Coach	6.6%	7.3%	7.9%	8.6%	9.2%

	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>6-8 Years</u>	<u>9-11 Years</u>	<u>12+ Years</u>
Seventh Grade Girls' B.B. Coach	6.6%	7.3%	7.9%	8.6%	9.2%
Yearbook Advisor	11.0%	12.1%	13.2%	14.3%	15.4%
Senior Class Advisor	2.2%	2.4%	2.6%	2.9%	3.1%
Junior Class Advisor	5.0%	5.4%	5.9%	6.4%	6.9%
Sophomore Class Advisor	1.1%	1.2%	1.3%	1.4%	1.5%
Freshman Class Advisor	1.1%	1.2%	1.3%	1.4%	1.5%
Seventh & Eighth Grade Class Advisor	2.2%	2.4%	2.6%	2.9%	3.1%
Honor Society Advisor	1.1%	1.2%	1.3%	1.4%	1.5%
Student Council Advisor	1.1%	1.2%	1.3%	1.4%	1.5%
Vocal Performance Director	11.0%	12.1%	13.2%	14.3%	15.4%
Quiz Bowl Advisor	5.5%	6.1%	6.6%	7.2%	7.7%
Marching Band	6.6%	7.3%	7.9%	8.6%	9.2%
Pep Band	5.0%	5.4%	5.9%	6.4%	6.9%

Sixth Grade Camp Program Advisors - \$66.00/night

A stipend will be paid as follows for extended seasons:

- a. Football (Head and Varsity Assistants): 4% of season supplemental salary per play-off game played.
- b. Girls/Boys Track (Head and 1 Varsity Assistant): 2.5% of season supplemental salary for regional and state track meets.
- c. Volleyball/Baseball/Softball/Basketball (Head and Varsity Assistant): 2.5% of season supplemental salary for each tournament game played beyond the sectional tournament.
- d. Head Cheerleader Advisor: 2% of yearly supplemental salary for all play-off games in football and 1.25% of yearly supplemental salary for all games played beyond the sectional tournament in basketball.
- e. Marching Band: 4% of season supplemental salary per play-off game played.
- f. Athletic Director: 2% of yearly supplemental salary for contests played beyond the regular season in football, beyond the sectional tournament in basketball, baseball, and softball, volleyball and beyond the district meet in track.

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT**  
**TEACHER TRANSFER REQUEST FORM**

The movement of a teacher to a different assignment, grade level, subject area or building shall be considered a transfer.

I wish to request a transfer to grade \_\_\_\_\_ for subject \_\_\_\_\_.

Teacher \_\_\_\_\_

Date Filed \_\_\_\_\_

Transfer will be acted on within sixty (60) days of this request.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
TEACHER GRIEVANCE FOR - LEVEL**

Grievant's Name: \_\_\_\_\_

Grievant's Building Assignment: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Date of Initial Formal Filing: \_\_\_\_\_

Level Grievance Initiated: \_\_\_\_\_

Statement of Grievance:

Remedy Sought:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Received by (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

All prior Teacher Grievance Forms and Administrative/Board decisions related to this grievance must be attached to this form when the grievant appeals the grievance to the next level. A copy of the decision must be sent to the Association President at the time the decision is sent to the grievant.

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
TEACHER CLASSROOM OBSERVATION FORM**

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_  
 Grade/Subject \_\_\_\_\_

Appraisal Scale:	5	=	Excellent
	4	=	Good
	3	=	Satisfactory
	2	=	Needs Improvement
	1	=	Unsatisfactory
	NO	=	Not Observed
	NA	=	Not Applicable

I. INSTRUCTIONAL PROCEDURES

- \_\_\_\_\_ Evidence of planning
- \_\_\_\_\_ Organization of instructional procedures
- \_\_\_\_\_ Provides for differences in capacities of pupils
- \_\_\_\_\_ Use of resourceful techniques
- \_\_\_\_\_ Use of appropriate procedure to evaluate student learning
- \_\_\_\_\_ Skill in presentation
- \_\_\_\_\_ Student participation
- \_\_\_\_\_ Knowledge of subject matter

II. MANAGEMENT SKILLS

- \_\_\_\_\_ Organization of materials and supplies
- \_\_\_\_\_ Renders prompt and accurate reports
- \_\_\_\_\_ Follows written Board and administration policies, procedures, and regulations
- \_\_\_\_\_ Maintains student discipline
- \_\_\_\_\_ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

\_\_\_\_\_ Helps child to develop and maintain good self-concept

\_\_\_\_\_ Establishes good rapport

Observer's Comments:

Teacher's Comments:

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Observer's Signature

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Teacher's Signature

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Conference Date

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

(Additional pages may be used as desired.)

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION FORM**

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Appraisal Scale:	5	=	Excellent
	4	=	Good
	3	=	Satisfactory
	2	=	Needs Improvement
	1	=	Unsatisfactory
	NO	=	Not Observed
	NA	=	Not Applicable

**I. INSTRUCTIONAL PROCEDURES**

- \_\_\_\_\_ Evidence of planning
- \_\_\_\_\_ Organization of instructional procedures
- \_\_\_\_\_ Provides for differences in capacities of pupils
- \_\_\_\_\_ Use of resourceful techniques
- \_\_\_\_\_ Skill in presentation
- \_\_\_\_\_ Student participation
- \_\_\_\_\_ Knowledge of subject matter

**II. MANAGEMENT SKILLS**

- \_\_\_\_\_ Organization of materials and supplies
- \_\_\_\_\_ Renders prompt and accurate reports
- \_\_\_\_\_ Follows written Board and administration policies, procedures, and regulations
- \_\_\_\_\_ Maintains student discipline
- \_\_\_\_\_ Organization of classroom

**III. PUPIL-TEACHER RELATIONSHIPS**

- \_\_\_\_\_ Helps child to develop and maintain good self-concept
- \_\_\_\_\_ Establishes good rapport

IV. PARENT-TEACHER RELATIONSHIPS

- \_\_\_\_\_ Encourages conferences with parents when appropriate
- \_\_\_\_\_ Conducts conferences in a professional manner
- \_\_\_\_\_ Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- \_\_\_\_\_ Works in a positive manner with school personnel (human relations)
- \_\_\_\_\_ Maintains communication

VI. PERSONAL CHARACTERISTICS

- \_\_\_\_\_ Reliable
- \_\_\_\_\_ Adaptable

VII. PROFESSIONAL IMPROVEMENT

- \_\_\_\_\_ Makes reasonable effort to improve professional performance

Administrator's Comments:

Teacher's Comments:

This summative rating of the above-named teacher for this school year is (check one):

Excellent

Satisfactory

Good

Needs Improvement

Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired.)

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
PERSONAL LEAVE REQUEST FORM**

Person making request \_\_\_\_\_ Date request filed \_\_\_\_\_

Personal Leave is requested on \_\_\_\_\_

Personal leave is being requested for one or more of the following reasons (check the reason(s)):

- Legal business — appearance in court, adoption proceedings, home closing procedures, etc.
- Home emergency — fire, flood, furnace, water, etc.
- Civic obligations — city council member, school board member, etc.
- Professional improvement — obtaining additional education, registration for continuing education, etc.
- Funeral
- Marriages
- To accompany a spouse or child for personal business
- Attend Hardin County Fair
- Family illness not covered by sick leave
- Other personal matters which can only be taken care of during working hours.

The request must specifically state the reason.

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Such days shall not be allowed on days immediately preceding or following vacation days, nor shall personal days be allowed the first five (5) school days and last ten (10) school days of the school year. A maximum of ten percent (10%) of the bargaining unit may be on personal leave the same time. In case of emergency, personal days may be granted by the Superintendent at any time.

APPENDIX G (Cont'd)

By signing this form, I certify that the personal leave day(s) requested are to be used for the reason(s) chosen above.

Signatures:

\_\_\_\_\_  
Person making request

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Approved by Superintendent

Except in emergency, this form must reach the Superintendent at least two (2) days prior to the expected date of absence.

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
APPLICATION FOR UNPAID LEAVE OF ABSENCE**

SUBMIT: One (1) copy to Central Office

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

FROM: \_\_\_\_\_ School or Dept.: \_\_\_\_\_

Date requested leave starts: \_\_\_\_\_ Ends \_\_\_\_\_  
Month/Day/Year Month/Day/Year

A. What type of leave: (Check One)

\_\_\_\_\_ Medical

\_\_\_\_\_ Political

\_\_\_\_\_ Family Leave

\_\_\_\_\_ Overseas Teaching

\_\_\_\_\_ Military

\_\_\_\_\_ Office in State or National  
Professional Organization

\_\_\_\_\_ Professional Study

\_\_\_\_\_ Other (Specify)

B. Please attach detailed plans including doctor's statement, copies of assignments, itinerary, or program of study, if necessary.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
APPLICATION FOR USE OF SICK LEAVE**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 School Assigned: Hardin Northern No. of Days Requested: \_\_\_\_\_  
 No. of Half Days Requested: \_\_\_\_\_

The undersigned is hereby making application for the use of sick leave as provided in O.R.C. §143.29, and that the use of such sick leave is justified for the following reasons:

- \_\_\_\_\_ 1.) Personal illness.
- \_\_\_\_\_ 2.) Personal injury.
- \_\_\_\_\_ 3.) Illness or injury in immediate family:  
 Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
- \_\_\_\_\_ 4.) Death in immediate family:  
 Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
- \_\_\_\_\_ 5.) Other: \_\_\_\_\_

_____	_____	<i>(circle am or pm)</i>
Day of the week	Date	(½ am/pm) day _____ (1) day _____
_____	_____	(½ am/pm) day _____ (1) day _____
Day of the week	Date	(½ am/pm) day _____ (1) day _____
_____	_____	(½ am/pm) day _____ (1) day _____
Day of the week	Date	(½ am/pm) day _____ (1) day _____
_____	_____	(½ am/pm) day _____ (1) day _____
Day of the week	Date	(½ am/pm) day _____ (1) day _____

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

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent

Superintendent will forward to the Treasurer of the Board of Education.

This application must be completed and filed with the Administration within twenty-four (24) hours after the employee returns to work. This application is necessary and required to comply with the Ohio Revised Code. The Treasurer of the Board of Education has been advised that he/she cannot legally pay employees, claiming sick leave, unless this form has been properly completed and approved by the Building Principal and the Local Superintendent.

**HARDIN NORTHERN LOCAL SCHOOL DISTRICT  
TEACHER PROFESSIONAL LEAVE REQUEST FORM**

ATTENDANCE AT PROFESSIONAL MEETINGS: "Leaves of absence for attendance for local, state, and national professional organizations must be approved by the local superintendent and the local board of education. Teachers are permitted to attend professional meetings related to their field of teaching and which occur on a regular school day."

TEACHER REQUEST FOR PROFESSIONAL LEAVE

I, \_\_\_\_\_, wish to request \_\_\_\_\_ day(s) to attend \_\_\_\_\_  
(Name of Applicant) \_\_\_\_\_ on  
\_\_\_\_\_ (Name of Activity)

\_\_\_\_\_. I understand that this request must be presented to the Local  
[Date(s)]  
Superintendent at least seven (7) days before the date requested for the professional day, unless  
waived by the action of the Local Superintendent.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

Crown Centre Building  
5005 Rockside Road, Suite 260  
Cleveland, Ohio 44131-6808  
(216) 520-0088  
Fax (216) 520-0044  
www.pepple-waggoner.com

Writer's e-mail:  
klocke@pepple-waggoner.com

October 11, 2013

**VIA ELECTRONIC MAIL ONLY**

Office of the Clerk  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, OH 43215-4213

Re: Hardin Northern Local School District Board of Education and  
Hardin Northern Education Association  
SERB Case No. 2012-MED-03-0290  
Our File No. 707-35-12

Gentlemen:

Enclosed herewith please find the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



Kevin J. Locke

KJL/dlm  
Enclosure

cc: Mr. Doug Roberts, Superintendent (w/o enclosure)  
Ms. Ann Field, OEA Labor Relations Consultant (w/o enclosure)