

13-med-02-0129
1093-01
K31265

STATE EMPLOYMENT
RELATIONS BOARD

2014 OCT 15 AM 8:09

AGREEMENT

BETWEEN THE

**HILLSBORO EDUCATION
ASSOCIATION**

AND THE

**HILLSBORO CITY SCHOOL DISTRICT
BOARD OF EDUCATION**
[HIGHLAND COUNTY]

July 1, 2013 – June 30, 2016

ARTICLE XI – PAYROLL	22
11.01 EQUAL INSTALLMENTS:	22
11.02 PAYDAYS:.....	22
11.03 PAYROLL DEDUCTIONS:	22
11.04 ELECTRONIC TRANSFERS:	23
11.05 ASSOCIATION DUES DEDUCTION:	23
11.06 PARTICIPATION IN TAX SHELTERED ANNUITY:	23
ARTICLE XII – MILEAGE REIMBURSEMENT	24
ARTICLE XIII – TUITION REIMBURSEMENT	24
ARTICLE XIV – STRS TAX DEFERRAL PICK-UP	25
14.01 SALARY REDUCTION METHOD:	25
14.02 TOTAL ANNUAL SALARY COMPUTATION:	26
14.03 APPLICATION TO ALL EMPLOYEES:.....	26
14.04 SEVERABILITY:.....	26
ARTICLE XV – PERSONNEL FILES	27
15.01 PERSONNEL FILES:.....	27
15.02 COPIES OF FILE CONTENTS:	27
15.03 CORRECTION OF FILE CONTENTS:.....	27
15.04 ACCESS TO FILES:.....	27
15.05 DISCIPLINARY MATERIAL:.....	27
ARTICLE XVI – TEACHER CONTRACTS	27
16.01 ASSIGNMENT:.....	27
16.02 CONTRACT SEQUENCE:.....	28
16.03 JOB SHARING:.....	29
ARTICLE XVII – TERMINATION AND NONRENEWAL PROCEDURES	31
17.01 TERMINATION:	31
17.02 NONRENEWAL:	31
17.03 SUBSTITUTE TERMINATION:	31
ARTICLE XVIII – INTERNAL SUBSTITUTING	31
ARTICLE XIX – PUPIL ASSIGNMENT/CLASS SIZE	31
19.01 ASSIGNMENT OF PUPILS:	31
19.02 CLASS SIZE:	31
19.03 INCLUSION:	32
ARTICLE XX – VACANCIES AND TRANSFERS	32
20.01 POSTING NOTICE:	32
20.02 POSTING PERIOD:.....	32
20.03 REASSIGNMENT:.....	32
20.04 APPLICATION PROCEDURE FOR VACANCIES:.....	33
ARTICLE XXI–COMPLAINTS ABOUT TEACHERS	33
21.01 PRINCIPLE:.....	33
21.02 COMPLAINT PROCEDURE:.....	33
21.03 RIGHT TO REPRESENTATION:.....	34
21.04 WRITTEN COMPLAINTS:.....	34
21.05 COMPLIANCE WITH POLICY.....	34
ARTICLE XXII – REDUCTION IN FORCE	35
22.01 REASONS FOR RIF:	35
22.02 SUSPENSION OF CONTRACTS:	35
22.03 NOTIFICATION.....	37

TABLE OF CONTENTS

TABLE OF CONTENTS	1
ARTICLE I – RECOGNITION	1
1.01 BARGAINING UNIT DEFINED:	1
1.02 DEFINITION:	1
1.03 NON-DISCRIMINATION:	1
ARTICLE II – NEGOTIATIONS PROCEDURE	1
2.01 PROCEDURE:	1
2.02 GOOD FAITH, EXCHANGE OF FACTS AND VIEWS:	1
2.03 SCOPE OF BARGAINING:	1
2.04 AGREEMENT:	2
2.05 DISPUTE SETTLEMENT PROCEDURE:	2
ARTICLE III – GRIEVANCE PROCEDURE	3
3.01 DEFINITIONS:	3
3.02 GENERAL PRACTICES:	3
3.03 GRIEVANCE PROCEDURE:	3
ARTICLE IV – MANAGEMENT RIGHTS	5
4.01 RECOGNITION:	5
4.02 RIGHTS DEFINED:	5
ARTICLE V – EVALUATION	6
ARTICLE VI – TEACHER RIGHTS AND RESPONSIBILITIES	10
6.01 NORMAL TEACHING DUTIES:	10
6.02 TEACHER SERVICE ON COMMITTEES AND DEVELOPMENT PROJECTS:	10
6.03 SCHOOL PROPERTY:	10
6.04 WORKROOM:	11
6.05 PROFESSIONAL RIGHTS AND EXPECTATIONS:	11
6.06 ELEMENTARY (K-5) BUILDING NON-INSTRUCTIONAL DUTIES:.....	11
6.07 DOCUMENTATION GATHERING AND PROCESSING:	11
ARTICLE VII – ASSOCIATION RIGHTS	12
7.01 TEACHER FACILITIES:	12
ARTICLE VIII – LEAVES OF ABSENCE	13
8.01 SICK LEAVE:	13
8.02 MILITARY LEAVE:.....	17
8.03 ASSAULT LEAVE:	18
8.04 JURY DUTY LEAVE:	19
8.05 MATERNITY LEAVE:	19
8.06 PERSONAL LEAVE:.....	19
8.07 FAMILY AND MEDICAL LEAVE ACT OF 1993:	20
8.08 ATTENDANCE INCENTIVE:	20
8.09 LEAVE NOTIFICATION:	21
8.10 UNIFORMITY:	21
ARTICLE IX – PROFESSIONAL LEAVE	21
9.01 PROFESSIONAL MEETINGS:	21
ARTICLE X – ASSOCIATION LEAVE (UP TO 42 HOURS)	22

ARTICLE XXIII – FRINGE BENEFITS	37
23.01 INSURANCE BENEFITS:	37
23.02 SEVERANCE PAY:	40
23.03 RETIREMENT INCENTIVE PAY:.....	41
23.04 EARLY RETIREMENT INCENTIVE PLAN – BUYOUT:.....	42
23.05 PLAN 125:.....	42
ARTICLE XXIV- COMPENSATION.....	43
24.01 REGULAR SALARY:.....	43
24.02 INDEX:.....	43
24.03 SUPPLEMENTAL SALARIES:	43
ARTICLE XXV – EXTRA WORKDAY(S).....	44
ARTICLE XXVI -	44
ARTICLE XXVII – SCHOOL YEAR AND SCHOOL DAY.....	45
27.01 SCHOOL YEAR:	45
27.02 SCHOOL DAY:	45
27.03 PLANNING TIME:.....	45
27.05 MEETINGS OUTSIDE OF REGULAR WORK DAY:.....	46
27.06 STATE WAIVER DAYS:	46
ARTICLE XXVIII – SCHOOL CALENDAR.....	46
ARTICLE XXIX – TUITION FREE ATTENDANCE	46
ARTICLE XXX – SMOKE FREE ENVIRONMENT/HEALTH AND SAFETY.....	47
30.01 SMOKE-FREE ENVIRONMENT:	47
30.02 HEALTH AND SAFETY:	47
ARTICLE XXXI – NEWLY CREATED POSITION	48
ARTICLE XXXII – DRUG-FREE WORKPLACE	48
32.01 BOARD POLICY:.....	48
32.02 PROHIBITIONS:	48
32.03 DEFINITIONS:.....	48
32.04 VIOLATIONS:	49
32.05 REHABILITATION:.....	49
32.06 DISCIPLINARY ACTION:	49
32.07 REPORTING:.....	49
32.08 EDUCATION:	49
ARTICLE XXXIII – DISCIPLINARY PROCEDURES	49
33.01 GENERAL PROVISIONS:.....	49
33.02 REPRESENTATION:.....	50
33.03 INFORMAL WARNING:	50
33.04 PROGRESSIVE DISCIPLINE:.....	50
33.05 DUE PROCESS PROCEDURE:	51
33.06 TERMINATION:	52
ARTICLE XXXIV – MENTORING.....	52
ARTICLE XXXV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	52
35.01 PURPOSE:	52
35.02 COMMITTEE COMPOSITION AND SELECTION:	52
35.03 CHAIRPERSON/RECORDER:	53
35.04 ACTION:	53
35.05 SCHEDULED MEETING:	53
35.06 APPEAL PROCESS:.....	53
35.07 COSTS:.....	53

35.08	CONFIDENTIALITY:.....	53
ARTICLE XXXVI – EMPLOYMENT OF RETIRED TEACHERS		53
36.01	SERVICE CREDIT:	53
36.02	LIMITED CONTRACT:	54
36.03	CONTRACT EXPIRATION:.....	54
36.04	RETIRED TEACHER EVALUATION:.....	54
36.05	RETIRED TEACHER SENIORITY:.....	54
36.06	ARTICLE PROVISIONS:.....	54
ARTICLE XXXVII – FLEX CREDIT		54
ARTICLE XXXVIII – DURATION AND INTENT OF AGREEMENT		55
38.01	COMPLETE AGREEMENT:.....	55
38.02	BOARD RIGHTS:	55
38.03	ZIPPER CLAUSE:.....	55
38.04	SEVERABILITY:.....	55
38.05	PUBLICATION OF CONTRACT:.....	55
38.06	DURATION:	55
ARTICLE XXXVIII – SIGNATURES TO AGREEMENT		56
APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016.....		58
APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016.....		59
(PAGE 2).....		59
APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016 (PAGE 3).....		60
APPENDIX C - COMPLAINT FORM		61
APPENDIX D - DOCUMENTATION SUBMISSION FORM		62

ARTICLE I – RECOGNITION

1.01 BARGAINING UNIT DEFINED:

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

1.02 DEFINITION:

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

1.03 NON-DISCRIMINATION:

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

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 PROCEDURE:

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

2.02 GOOD FAITH, EXCHANGE OF FACTS AND VIEWS:

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

2.03 SCOPE OF BARGAINING:

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

2.04 AGREEMENT:

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

2.05 DISPUTE SETTLEMENT PROCEDURE:

2.051 MEDIATION:

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

2.052 MUTUALLY-AGREED DISPUTE RESOLUTION PROCEDURE:

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

2.053 MEDIATION PERIOD:

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

2.054 RIGHT TO STRIKE:

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

2.055 REOPENER:

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

2.056 FINAL STEP:

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

2.057 NO WORK STOPPAGES:

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

3.011 GRIEVANCE:

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

3.012 GRIEVANT:

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

3.013 DAYS:

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

3.02 GENERAL PRACTICES:

3.021 REPRESENTATION:

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

3.022 PURPOSE:

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

3.03 GRIEVANCE PROCEDURE:

3.031 STEP ONE – (INFORMAL PROCEDURE):

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

3.032 STEP TWO – IMMEDIATE SUPERVISOR (FORMAL PROCEDURE):

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

3.033 STEP THREE – SUPERINTENDENT:

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

3.034 STEP FOUR – MEDIATION:

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

3.035 STEP FIVE – ADVISORY ARBITRATION:

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

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

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

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

3.036 STEP SIX:

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

3.037 NOTICE TO ASSOCIATION:

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

3.038 ADJUSTMENT OF GRIEVANCES:

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

3.039 GRIEVANCE RECORDS:

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

ARTICLE IV – MANAGEMENT RIGHTS

4.01 RECOGNITION:

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

4.02 RIGHTS DEFINED:

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

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

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

ARTICLE V – EVALUATION

5.01 TEACHER EVALUATION:

The teacher evaluation procedure contained in this agreement applies to teachers working under a license or certificate issued in accordance with the Ohio Revised Code and who spend at least fifty (50) percent of their time providing student instruction.

All teachers shall be observed at least twice during any evaluation cycle (school year). If the Board is entered into a limited or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walk-throughs that are set forth in this agreement.

A. OBSERVATION PROCEDURE:

1. By September 30 of each school year, teachers will be notified of the primary evaluator assigned to complete their evaluations, and the documents to be used will be shared. Any teacher hired after the beginning of the school year shall be notified within 15 work days of his/her first work day of his/her role in the evaluation process. All evaluators will be credentialed by the Ohio Department of Education and an administrator employed by the Board.
2. Administrators will conduct a preconference not more than five (5) work days prior to the observation utilizing the form mutually agreed upon by the HEA and the Board.
3. Administrators will conduct a post conference within five (5) work days of the observation utilizing the form mutually agreed upon by the HEA and the Board.

4. Administrators will provide the written report including commendations and recommendations within five (5) work days of the observation post conference utilizing the form mutually agreed upon by the HEA and the Board.
5. At least ten (10) work days must pass between the conclusion of a previous observation cycle and the start of a subsequent observation cycle.
6. Administrators will provide the completed written summative evaluation report including commendations and recommendations not later than May 10 utilizing the form mutually agreed upon by the HEA and the Board.
7. Copies of all completed Evaluation Forms shall be delivered only to the teacher, evaluator, and Superintendent of schools.

B. PERSONNEL FILE AND TIMELINES:

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

During the month of September	Orientation for teachers to be formally evaluated.
On or before November 15	First obs. completed.
On or before November 25	Teacher provided first observation report.
Between Nov. 26 and Feb. 20	Second observation completed.
On or before Mar. 2	Teacher provided second observation report.
On or before May 1	Third observation completed if applicable.
On or before May 10	Teacher provided summative evaluation.
3. For teachers who are employed after the first school day of a school year, only those timelines that fall after their employment shall be applied to them. Reasonable adjustments of these timelines may occur upon written mutual agreement of the teacher and evaluator.
4. The written evaluations will be provided to the teacher within ten (10) school days of completion of the final observation. The written evaluation shall include all of the data used to support the conclusions of the evaluator. The written report of the results of the evaluation shall include specific recommendations regarding any improvements needed in the performance of the teacher and means by which a teacher may obtain assistance from the Administration in making the improvement.
5. During the evaluation process, the teacher will be told if the evaluator believes that a recommendation of nonrenewal may be made to the Board of Education. In such cases and if a teacher receives a rating of ineffective in one or more

areas following an observation, a mutually agreed improvement plan will be developed during the evaluation process. If such an improvement plan is developed, teachers are expected to be partners in the development of an improvement plan. The teacher will be given a reasonable timeline, at least one month, to demonstrate acceptable improvement. The Administration may afford the teacher additional time to demonstrate acceptable improvement by recommending a one-year limited contract regardless of the provisions of Section 16.02 of this Agreement.

6. The teacher's signature on an evaluation form does not indicate concurrence. If a teacher believes he/she has been evaluated unfairly, the teacher has the option to submit in writing his/her own statement of response within ten (10) school days of receiving the evaluation report. These statements shall become a part of the evaluation package.
7. Standard forms shall be used on a district-wide basis for all evaluations and observations and will be developed with input from the HEA before use.

5.02 FORMAL EVALUATION:

1. Formal evaluation consists of not less than two observations each consisting of thirty (30) minutes. An overall recommendation for the teacher shall be provided by May 10.
2. Each observation shall be at least 30 minutes in length and shall be conducted openly with the full knowledge of the person being observed.
3. A teacher may request or an administrator may perform additional observations that shall not be used for harassment purposes. If one of the observations identifies an area of needed improvement or an overall unsatisfactory performance, the evaluator shall indicate on the evaluation form that an additional observation(s) will be performed. The teacher may request additional observation(s) at any time.
4. In the event the administrator determines that a teacher's performance requires a more structured Improvement Plan and heightened observation, the administrator shall notify and confer with the teacher concerning the goals, means of improvement, and expected outcome of such a Improvement Plan. The duration of the Improvement Plan shall be determined by the administrator with input from the teacher.

5.03 STUDENT GROWTH MEASURES:

- A. Student growth measures account for fifty percent (50%) of the teacher evaluation. Student growth is defined as the change in student achievement for an individual student between two or more points in time.
- B. The determination of the weighted values of student growth measures to be applied to teacher evaluations shall be made by teacher based teams and administrators.

5.04 WALK-THROUGHS:

- A. A walk-through is a formative written assessment piece that has the following components:
 - 1. The walk-through shall be at least five (5) consecutive minutes but no more than twenty-five (25) consecutive minutes in duration.
 - 2. A completed walk-through form including all scripted and/or anecdotal documents relative to the walk-through.
 - 3. At least two (2) walk-throughs shall be included in each observation cycle.
 - 4. Final debriefing data gathered from the walk-through must be placed on the form mutually agreed upon by the HEA and the Board.
- B. The final debriefing must be shared with the teacher within two (2) work days.
- C. Walk-throughs cannot make up more than twenty (20)% of this evaluation (teacher performance component).
- D. Additional walk-throughs may be requested by teacher in addition to employer initiated walk-throughs.

5.05 EVALUATION COMMITTEE

- A. The Association and the Board agree to establish a standing joint Evaluation Committee comprised of members of the District Leadership Council for the purpose of evaluating the policy, procedure and process for the evaluation of certified teachers in the District.
- B. Committee Composition

The committee shall be comprised of four (4) Administrators appointed by the Superintendent, five (5) District Leadership Council members appointed by the Superintendent, five (5) District Leadership Council members appointed by the HEA President, and the HEA President.
- C. Committee Composition
 - 1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
 - 2. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
 - 3. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
 - 4. All recommendations of the committee will be achieved by consensus.

5. Recommendations regarding the evaluation procedure and instrument shall be shared with the HEA and the Superintendent.
 - a. Any recommendation that pertains to Board policy shall be provided to the Board.
 - b. Any recommendation that is in conflict with the collective bargaining agreement will be subject to the normal negotiations process.

ARTICLE VI – TEACHER RIGHTS AND RESPONSIBILITIES

6.01 NORMAL TEACHING DUTIES:

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

6.02 TEACHER SERVICE ON COMMITTEES AND DEVELOPMENT PROJECTS:

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

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

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

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

6.03 SCHOOL PROPERTY:

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

6.04 WORKROOM:

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

6.05 PROFESSIONAL RIGHTS AND EXPECTATIONS:

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

6.06 ELEMENTARY (K-5) BUILDING NON-INSTRUCTIONAL DUTIES:

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

6.07 DOCUMENTATION GATHERING AND PROCESSING:

6.071 DOCUMENTATION COVER SHEET:

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

6.072 RECEIPT OF DOCUMENTATION:

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

6.073 HAND DELIVERY:

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

ARTICLE VII – ASSOCIATION RIGHTS

7.01 TEACHER FACILITIES:

7.011 USE OF BUILDINGS/FACILITIES:

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

7.012 MAIL BOXES, BULLETIN BOARDS AND OTHER COMMUNICATIONS:

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

7.013 OFFICE AND AUDIOVISUAL EQUIPMENT:

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

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

7.014 ASSOCIATION USE OF TELEPHONES:

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

7.015 BARGAINING UNIT MEMBER USE OF TELEPHONES:

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

7.016 BOARD AGENDA, MINUTES:

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

7.017 ASSOCIATION-BOARD COMMITTEE:

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

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

ARTICLE VIII – LEAVES OF ABSENCE

8.01 SICK LEAVE:

8.011 ACCUMULATION:

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

8.012 SICK LEAVE ADVANCEMENT:

Upon initial employment, each bargaining unit member shall be advanced five (5) days of sick leave to his/her credit.

If sick leave is needed, a new bargaining unit member shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced.

Bargaining unit members who have been employed in the District for a period of three (3) years or less and who have consumed all previously accumulated sick leave will be granted an advancement of five (5) days of sick leave on their sick leave to be earned thereafter in subsequent years of employment. Any such bargaining unit member who thus receives an advancement of sick leave shall make written application on a form provided by the Treasurer on which he/she shall also verify the intention to return to the employ of the District upon recovery or to pay the value of such sick days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the District or by direct payment. The sick leave advancement shall not

be available after the third year of employment with the Board unless approved by the Superintendent in advance.

8.013 USE OF SICK LEAVE:

Sick leave days may be used for the following reasons:

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

8.014 TRANSFER OF SICK LEAVE CREDIT:

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

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

- A. Purpose: To donate additional days of sick leave to employees who have used up all personal sick leave days.
- B. Provisions of Eligibility:
 1. All members of the bargaining unit represented by the HEA shall be eligible to be members of the Sick Leave Pool.
 2. At the start of each school year, all eligible employees may enroll in the S.L.P. before October 1. Initial membership will consist of the deposit of two (2) non-refundable days of sick leave, to be deducted from the employee's

sick leave accumulation and transferred to the S.L.P. prior to October 1. Members of the S.L.P. during the previous year will not be required to give the two (2) days. This 2-day membership requirement is a one time, new membership requirement.

3. Employees must join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office. Any break in membership will constitute a new membership in any future application to the program. New employees hired after the start of the school year may enroll within one month of employment.
4. If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the Pool will not be established for that school year.

C. Operational Procedures:

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

D. Sick Leave Pool Committee:

1. The Sick Leave Pool is to be regulated by a committee consisting of two (2) members of the HEA bargaining unit to be selected by the President of the HEA, one of whom shall be co-chairman, and two (2) administrators to be selected by the Superintendent, one of who shall be co-chairman. Any action or decision of the Committee will require a majority vote by the entire Committee.
2. The Sick Leave Pool Committee shall develop its operational rules/guidelines that shall be shared with the President of the HEA and Superintendent. The Sick Leave Pool Committee shall from time to time revise its operational rules/guidelines when necessary. Any operational rule/guideline or revision shall be consistent with the provisions of this negotiated provision and shall not conflict with, modify, or otherwise alter the terms of this negotiated agreement.

E. Withdrawal Procedures:

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

F. Policy Procedures:

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

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

2. Application for the S.L.P. days must be made in writing to the Treasurer on a form developed by the S.L.P. Committee.
3. The S.L.P. Committee shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the S.L.P.
5. a. It is agreed that the new operations of the Sick Leave Pool (beginning in the 2007-2008 school year) shall assume that every bargaining unit member as of the ratification and adoption of this procedure shall be a participating member of the S.L.P. and that the aggregate number of donated sick leave days shall be 500. (No additional donations will be required from current bargaining unit members until the S.L.P. fund balance is below 50 days.)

b. Thereafter, the S.L.P. will require two (2) days from each new contributing employee. When the fund is depleted below fifty (50) days, each participant who has an accumulated sick leave day will be assessed one (1) additional day. The S.L.P. Committee shall be responsible for notifying employees, in writing, anytime an additional day is assessed.
6. Extension of additional days (31 to 60 days) may be applied for in the same manner as original application with a maximum of 60 days per incident.
7. When an employee donates days to the Pool, he/she agrees to the above stated rules for the administration of the Pool and agrees to abide by the stated rules.

8. All decisions of the S.L.P. Committee shall be final and binding, and not subject to grievance/arbitration/etc.
9. Guidelines will be reviewed annually by the Sick Leave Pool Committee.

8.016 EXTENDED SICK LEAVE:

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

8.017 RETURN TO WORK:

An employee returning to work following an absence from work for more than five (5) consecutive work days due in whole or in part to personal illness/injury, paid or unpaid, must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the specifics on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may or may not return to active working status. If as a result of this meeting, the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then establish the reasonable accommodations necessary, if possible, to enable the employee to do so.

8.02 MILITARY LEAVE:

8.021 ELIGIBILITY:

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

8.022 APPLICATION FOR LEAVE:

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

8.023 APPLICATION FOR REINSTATEMENT:

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

8.024 REINSTATEMENT:

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

8.025 SERVICE CREDIT:

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

8.03 ASSAULT LEAVE:

8.031 RIGHT TO LEAVE:

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

8.032 REQUIREMENTS:

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

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

8.033 FALSIFICATION:

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

8.034 REINSTATEMENT RIGHTS:

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

8.04 JURY DUTY LEAVE:

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

8.05 MATERNITY LEAVE:

8.051 LEAVE RIGHTS:

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

8.052 APPLICATION FOR LEAVE:

Application for maternity leave shall be in writing.

8.053 REINSTATEMENT RIGHTS:

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

8.06 PERSONAL LEAVE:

8.061 PERSONAL LEAVE ACCUMULATION:

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

8.062 USE OF PERSONAL LEAVE:

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

8.063 APPLICATIONS:

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

8.064 USE OF UNRESTRICTED DAY(S):

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

8.065 USE LIMITATIONS:

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

8.066 NON-USE INCENTIVE:

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

8.067 TRANSFER

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

8.07 FAMILY AND MEDICAL LEAVE ACT OF 1993:

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

8.08 ATTENDANCE INCENTIVE:

8.081 MONETARY BONUS:

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

- A. Perfect attendance will be determined during each quarter (grading period) of each school year;
- B. If a bargaining unit member has perfect attendance during the first, second or third quarter, he/she will be entitled to receive the amount of \$100.00 for each of those quarters of perfect attendance;
- C. If the bargaining unit member has perfect attendance during the fourth quarter of the school year, he/she will be entitled to the amount of \$200.00;

- D. Distribution of the accumulated monetary incentive for each bargaining unit member shall occur at the end of the year, no later than the second pay of July, subject to applicable withholdings and contributions.
- E. Bargaining unit members employed on a part-time schedule shall be eligible for the incentive on a pro-rated basis. By example, if a teacher is employed for one-half the scheduled time of a full-time teacher, the part-time teacher receives one-half of the incentive.

8.082 EXCLUSIONS:

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

8.09 LEAVE NOTIFICATION:

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

8.10 UNIFORMITY:

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

ARTICLE IX -- PROFESSIONAL LEAVE

9.01 PROFESSIONAL MEETINGS:

9.011 RIGHT TO LEAVE:

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

9.012 APPLICATION/REIMBURSEMENTS:

A written request containing an estimate of expenses for meals, parking, and necessary related matters must be approved by the Building Principal prior to the meeting date. No reimbursement of expenses for meals, parking, and necessary related matters will occur without prior approval by the Building Principal. Requests for reimbursement of expenses for meals, parking, and necessary related matters shall be properly documented with receipts and submitted to the Treasurer within one week of incurring

the expense. Failure to properly document and submit requests for reimbursements within thirty (30) calendar days may result in the loss of said reimbursement. Reimbursements shall be made within thirty (30) calendar days of receipt of the request for reimbursement. Teachers who are denied this leave shall receive the reason(s) for denial, upon request.

9.013 APPEAL FOR DENIAL OF LEAVE:

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

9.02 PROFESSIONAL LEAVE OF ABSENCE:

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

ARTICLE X – ASSOCIATION LEAVE (UP TO 42 HOURS)

The Association shall be permitted six (6) days up to 42 hours of leave at the discretion of the Association. The Association shall use these days only for Association business. Prior notice and anticipated duration shall be given to the building administrator. Forms will be provided by the Administration and used by the Association.

ARTICLE XI – PAYROLL

11.01 EQUAL INSTALLMENTS:

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

11.02 PAYDAYS:

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

11.03 PAYROLL DEDUCTIONS:

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

11.04 ELECTRONIC TRANSFERS:

The Board shall make electronic transfers (direct deposit) of the pay for all members of the bargaining unit. An employee's salary shall be paid by electronic transfer to a bank, credit union, or savings and loan institution of the employee's choosing each pay date. Evidence of the electronic transfer shall be transmitted to the bargaining unit member by means of an electronic pay stub sent via personal or school e-mail. Supplemental contract and other extra pay payments shall be a separate e-mail direct deposit.

11.05 ASSOCIATION DUES DEDUCTION:

11.051 WRITTEN REQUEST:

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

11.052 SUBMISSION TO ASSOCIATION TREASURER:

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

11.053 LOCAL ASSOCIATION DUES:

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

11.06 PARTICIPATION IN TAX SHELTERED ANNUITY:

All bargaining unit members shall have the right to select a tax-sheltered annuity or mutual fund of his/her choosing once each school year from the "Approved Vendor's List". Election of such tax sheltered annuity or mutual fund must be filed with the Treasurer's office between August 15 and October 15 of each year. All payment withholdings shall be in accordance with the appropriate signed authorization form. A minimum of four (4) employees must participate in this program to be in effect. The approved vendors list will be updated and posted on the treasurer's website annually.

11.07 FUND FOR CHILDREN AND PUBLIC EDUCATION (FCPE)

As long as there are at least ten (10) member pledges, Fund for Children and Public Education (FCPE) donations may be payroll deducted. After pledges have been made, [FCPE] contributions may be taken out with a minimum of Five Dollars (\$5.00) per pay.

If the number of pledges drops below ten (10), the FCPE donations will stop except for those members already pledging.

Alphabetical lists by building are to be prepared by the Association building representatives with signed copies of the pledges and delivered to the Board Treasurer's office three (3) weeks prior to the date of the start of the deduction.

ARTICLE XII – MILEAGE REIMBURSEMENT

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

ARTICLE XIII – TUITION REIMBURSEMENT

13.01 FUNDING GUARANTEE:

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

13.02 QUALIFICATIONS OF REIMBURSEMENT:

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

13.03 COURSE OF STUDY:

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

13.04 PAYMENT LIMITS:

The amount payable to any teacher shall be the cost of up to a total of seven (7) semester hours per school year (July-June) not to exceed \$3,000. On June 30 of each school year, all requests for tuition reimbursement shall be brought together. If the reimbursements requested exceed the fund total, each member shall be reimbursed according to the percentage calculated by dividing the total in the fund by the total cost of all semester hours requested for reimbursement. If the fund exceeds the total reimbursements requested, reimbursements shall be made in full not to exceed \$3,000. In no event shall payment exceed the actual cost per semester hour.

13.05 INFORMATION:

The Superintendent will notify the Association President and applicants when the annual maximum for the District has been expended. The Association President will be advised quarterly of the names of the bargaining unit members who have requested reimbursement and the number of hours requested.

13.06 COURSE WORK REIMBURSEMENT REQUIREMENTS:

All course work claimed for reimbursement shall:

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

13.07 REIMBURSEMENT SCHEDULE:

All payments shall be reimbursed to all bargaining unit members who are eligible for payment on or before October 15 of each year for the preceding year. Any member who is no longer employed by the District on October 15th will not be eligible for reimbursement for the preceding year.

13.08 REPAYMENT

If a member initiates leaving the employment of the District within two (2) years of receiving tuition reimbursement, the member shall repay the following amounts to the District either by payroll deduction or by direct payment from the member.

After one year of employment -- 50% of reimbursement
After two years of employment -- 25% of reimbursement

ARTICLE XIV – STRS TAX DEFERRAL PICK-UP

14.01 SALARY REDUCTION METHOD:

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

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

"pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee and shall be payable, subject to applicable payroll deductions, to said employee.

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

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

14.02 TOTAL ANNUAL SALARY COMPUTATION:

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

14.03 APPLICATION TO ALL EMPLOYEES:

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

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

14.04 SEVERABILITY:

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

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

ARTICLE XV – PERSONNEL FILES

15.01 PERSONNEL FILES:

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

15.02 COPIES OF FILE CONTENTS:

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

15.03 CORRECTION OF FILE CONTENTS:

If any employee disputes the accuracy, relevance, timeliness, or completeness of information in said file, he/she may request that the Superintendent investigate the current status of the information. The Superintendent must within a reasonable time make a reasonable investigation to determine if the disputed information should be removed. Said employee shall have the right to add rebuttal to any material in his/her file that he/she deems incorrect or incomplete.

15.04 ACCESS TO FILES:

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

15.05 DISCIPLINARY MATERIAL:

Any disciplinary material placed in the personnel file shall be signed by the teacher which shall only signify receipt of a copy of the document and not agreement with the content. Unless a member is disciplined for the same offense, after 5 years, written references to verbal warnings and written warnings will not be used in the application of progressive discipline. In the event a member is disciplined for the same offense, any previous discipline shall remain in the personnel file until the most recent discipline is eligible for removal if applicable.

ARTICLE XVI – TEACHER CONTRACTS

16.01 ASSIGNMENT:

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

16.02 CONTRACT SEQUENCE:

16.021 BEGINNING, TEMPORARY, PART-TIME TEACHERS:

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

16.022 PROVISIONAL CERTIFICATE / PROFESSIONAL LICENSED TEACHERS:

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

16.023 PROFESSIONAL OR PERMANENT CERTIFICATE / PROFESSIONAL LICENSED TEACHERS:

- A. Teachers holding professional or permanent certificates are eligible at the end of three (3) years of teaching service in the Hillsboro City School District for a continuing contract.
- B. If the teacher eligible for a continuing contract is re-employed, a continuing contract must be issued by the Board of Education, unless the Board, by a three-fourths vote of all members, rejects the Superintendent's recommendation to re-employ the teacher.
- C. If a teacher had been employed on a continuing contract in another district, the Board may, on the recommendation of the Superintendent, grant a continuing contract upon employment.
- D. The Board must grant continuing contract status to the teacher, described in C above, at the completion of two (2) years service within the district if the teacher is re-employed.
- E. The Superintendent may recommend re-employment of a teacher, eligible for a continuing contract, on an extended limited contract of one (1) or two (2) years; provided the Superintendent provides the teacher with written notice of the intent to make such recommendation together with reasons directed at the professional improvement of the teacher and the Board provides the teacher with written notice of its action on the Superintendent's recommendation on or before April 30.
- F. After the expiration of this extended limited contract, the teacher cannot be re-hired except on a continuing contract. This provision concerning the issuance of an extended limited contract with reasons directed at the professional improvement of the teacher shall supersede the relevant provisions of the *Ohio Revised Code* 3319.11.

16.024 NOTICE OF ELIGIBILITY FOR CONTINUING CONTRACTS:

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

16.025 WRITTEN REASONS:

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

16.03 JOB SHARING:

16.031 DEFINITION:

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

16.032 GUIDELINES:

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

- A. Responsibilities of the two job shares would be divided and/or allocated according to a plan designed and mutually agreed to by the staff members and the building principal with final approval by the superintendent.
- B. A written plan shall be submitted to the building principal with the following elements:
 - 1. The plan will be in effect for a full school year.
 - 2. The grade level, building and subject to be shared.
 - 3. The job sharing staff members are to jointly develop teaching methods, techniques, grading practices and/or job responsibilities that ensure consistency and compatibility of the program.
 - 4. The percentage of the regular full-time work day and exact time schedule each participant proposes to be present on the site, plus teaching schedule.
- C. An effort will be made to balance special classes, duties and instruction time equally.
- D. The plan should be submitted to the principal by April 15.

- E. The salary of a job sharing teacher shall be the percentage of that teacher salary as set forth in the negotiated agreement as represents the percentage of the job that the teacher works. Benefits shall be available on a pro rata basis. For example, if the two teachers equally share a position, each teacher will be paid 50% of the salary and be entitled to 50% of the total fringe benefits (e.g. insurance, tuition reimbursement, etc...) For each half day missed a half day of sick leave will be deducted. Sick leave may not be used in increments less than half days.
- F. Each teacher shall accrue seniority and service years on a full-time basis.
- G. Both staff members involved will participate in orientation day, in-service day, open house, all parent-teacher conferences together and shall participate in all in-service activities. The staff members will also work together to cooperatively complete report cards, interim progress reports and other communication.
- H. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid half of the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- I. Should there ever be a time, during the current job sharing year, that one or both staff members would refuse to continue to job share with each other, that teacher(s) shall resign his/her position and will then be reconsidered for re-employment based on future openings for which they are certified.
- J. In collaboration with the Administration, teachers who wish to participate must locate a candidate for the job sharing partnership. If for some reason one of the teachers involved in job sharing cannot finish out a current school year, it is the responsibility of the other teacher/partner, in collaboration with the Administration, to finish the school year on a full-time basis.
- K. The superintendent must be notified by April 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status. A job sharing arrangement shall be for one (1) year increments and must receive the superintendent's approval for continuation from year to year.
- L. Should a teacher, both teachers or the superintendent wish to discontinue the job sharing assignment for a subsequent school year, the teacher with the greater seniority shall retain the position on a full-time basis. The teacher with the less seniority shall be allowed to transfer to an open position, if any, and if there is no open position, shall be placed on a suspended contract basis until there is an opening.
- M. The Board shall reinstate all eligible job sharing members to full-time status before hiring personnel from outside the district to fill a position for which the eligible job sharing member is certificated/licensed.

ARTICLE XVII – TERMINATION AND NONRENEWAL PROCEDURES

17.01 TERMINATION:

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

17.02 NONRENEWAL:

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

17.03 SUBSTITUTE TERMINATION:

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

ARTICLE XVIII – INTERNAL SUBSTITUTING

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

ARTICLE XIX – PUPIL ASSIGNMENT/CLASS SIZE

19.01 ASSIGNMENT OF PUPILS:

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

19.02 CLASS SIZE:

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

19.021 GENERAL PROVISIONS:

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

19.03 INCLUSION:

Students with special needs shall be educated in accordance with the applicable state and federal laws.

ARTICLE XX – VACANCIES AND TRANSFERS

20.01 POSTING NOTICE:

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

20.02 POSTING PERIOD:

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

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

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

20.03 REASSIGNMENT:

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

20.04 APPLICATION PROCEDURE FOR VACANCIES:

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

ARTICLE XXI--COMPLAINTS ABOUT TEACHERS

21.01 PRINCIPLE:

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

21.02 COMPLAINT PROCEDURE:

21.021 STEP 1:

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

21.022 STEP 2: NOTIFICATION TO TEACHER:

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

21.023 STEP 3: INFORMAL CONFERENCES:

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

21.024 STEP 4: WRITTEN COMPLAINT:

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

21.025 STEP 5: FORMAL CONFERENCES:

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

21.0251 PRINCIPAL LEVEL:

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

21.0252 SUPERINTENDENT LEVEL:

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

21.0253 BOARD LEVEL:

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

21.03 RIGHT TO REPRESENTATION:

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

21.04 WRITTEN COMPLAINTS:

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

21.05 COMPLIANCE WITH POLICY:

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

ARTICLE XXII – REDUCTION IN FORCE

22.01 REASONS FOR RIF:

If the Board determines it is necessary due to decreased enrollment, return to duty of regular bargaining unit members after leaves of absence, or financial reasons to reduce the number of certified staff positions, the following procedure shall be followed. Prior to any recommendation based upon financial reasons, the Superintendent and Treasurer shall meet with the HEA representatives and discuss the intended recommendation.

22.02 SUSPENSION OF CONTRACTS:

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

22.021 SENIORITY LIST:

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

22.022 SENIORITY DEFINED

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

22.0221 LEAVES OF ABSENCE:

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

22.0222 TIE IN SERVICE:

If two or more bargaining unit members have the same length of continuous service, seniority will be determined by: the date of the Board meeting at which the person was hired, and then by; the date the person signed his/her initial employment contract in this district. Any remaining ties will be broken by lot.

22.023 ORDER OF REDUCTION:

First, the Board shall handle all staff reductions through normal attrition, where applicable. After reductions have been made through normal attrition, if further reduction is deemed necessary by the Board, reductions will be made in the following order.

- a. First, limited contract teachers shall be reduced by using the following order:
 1. Licensure/Certification
 2. Competency as determined by formal evaluation
 3. When evaluations are comparable, by least seniority in the School District

- b. Second, continuing contract teachers shall be reduced by using the following order:
 1. Licensure/Certification
 2. Competency as determined by formal evaluation
 3. When evaluations are comparable, by least seniority in the School District

- c. Each teacher involved in a staff reduction may displace the least senior teacher with a comparable or lesser evaluation rating holding a position for which the RIFed teacher is licensed/certified to teach.
Using the criteria in this provision, the District will establish the order in which members' contracts are suspended.

For the 2013-2014 school year, all evaluations will be deemed comparable for the purposes of RIF.

For the 2014-2015 and 2015-2016 school years, evaluations resulting in the same rating shall be deemed comparable. In determining the applicable evaluation rating, the Board shall rely on the average rating received in the previous three (3) years or the number of evaluations available if there are less than three.

Reasons for layoff of any member shall not be arbitrary, capricious or discriminatory.

22.024 RECALL:

- A. The names of teachers whose contracts are suspended in a reduction-in-force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certificated/licensed. If reinstated during this recall period, a teacher shall retain all previous accumulated seniority.

- B. A teacher to be recalled will be notified in writing via certified U.S. mail and email to the teacher's last known address and District email address and by phone to the number on record before the vacancy is posted or otherwise filled by any person other than a substitute. Any teacher who declines reinstatement or fails to respond within ten (10) working days of the notice of recall shall forfeit reinstatement rights and shall be removed from the recall list.

- C. A teacher can reject an offer of recall to a vacancy position of fewer hours and not forfeit reinstatement rights. However, acceptance of a part-time vacancy shall remove the teacher from the recall list.

22.03 NOTIFICATION:

- A. Intent:
The Superintendent shall notify the Association President within 24 hours when a determination has been made to effectuate a reduction-in-force.
- B. Board Action:
Within 24 hours of Board action that implements a Reduction in Force, the Superintendent shall give the Association President a list of positions to be affected and the date the RIF is to take place.
- C. Teacher Notification:
The Superintendent shall notify each teacher whose employment contract is to be suspended, in writing, at a private meeting not during normal working hours.
- D. Summer Notice:
During the summer months between academic years, notification to the Association President and teachers shall be accomplished by sending certified mail.

ARTICLE XXIII – FRINGE BENEFITS

23.01 INSURANCE BENEFITS:

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

23.011 LIFE INSURANCE:

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

23.012 HEALTH:

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

A. Fully Insured – PPO Plan

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

High Plan	\$1,459.86	Family
	\$1,064.91	Employee & Spouse
	\$ 964.93	Employee w/ Children
	\$ 499.95	Single
Low Plan	\$1,360.52	Family
	\$ 958.79	Employee & Spouse
	\$ 869.73	Employee w/ Children
	\$ 450.62	Single
HSA	\$1,145.49	Family
	\$ 777.01	Employee & Spouse
	\$ 704.05	Employee w/ Children
	\$ 364.81	Single

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

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

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

B. Opt-Out

An employee who is eligible for health insurance coverage and who elects in writing not to receive any health insurance coverage shall receive as an incentive the amount of \$150.00 per month for each month that the employee does not have any health insurance coverage with the District. Employees regularly scheduled to work less than 30 hours per week are not eligible for the opt-out. This benefit applies to any married couples who were employed by the Board prior to 2010-2011 school year. All other married couples who were employed during or after the 2010-2011 school year shall not be eligible for the opt-out incentive.

Employees will not be eligible for the opt-out if they enroll in a public exchange plan which results in the District being assessed a penalty as outlined in the current provisions of the Affordable Care Act.

Payment of this incentive shall be made as an aggregate amount once every twelve (12) months. Payment shall be made in October of each year every upon the conclusion of the previous plan year.

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

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

23.013 DENTAL:

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

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

23.014 VISION INSURANCE:

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

23.015 INSURANCE COMMITTEE:

- A. There shall be an Insurance Committee comprised of six (6) members with two (2) members selected by the Hillsboro Education Association (HEA), two (2) members selected by OAPSE, and two (2) members selected by the Superintendent.
- B. The Insurance Committee shall review and analyze all relevant health care and health insurance information that may aid in the improvement of the quality of the health care and stabilize the cost of health insurance for the employees of the Hillsboro Schools and the Board of Education.

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

23.02 SEVERANCE PAY:

23.021 PAID UPON RETIREMENT:

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

23.022 RETIREMENT DEFINED:

Retirement is defined to include the following:

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

23.023 SEVERANCE PAY FORMULA:

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

23.024 SUPERSEVERANCE:

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

23.0241 NORMAL SERVICE RETIREMENT DEFINED:

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

23.025 SICK LEAVE ELIMINATION:

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

23.03 RETIREMENT INCENTIVE PAY:

23.031 LUMP SUM PAYMENT FOR AGE/SERVICE RETIREMENT:

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

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

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

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

23.0311 30 YEARS / UNDER 55 PROVISION:

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

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

23.032 PAYMENT SCHEDULE:

These payments will be made once proof of retirement has been submitted to the treasurer.

23.033 RETIREMENT DATE:

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

23.04 EARLY RETIREMENT INCENTIVE PLAN – BUYOUT:

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

23.05 PLAN 125:

23.051 RIGHT TO PARTICIPATE:

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

23.052 SELECTION OF COMPANY/FORMS:

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

23.053 CONTINUATION OF PARTICIPATION:

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

ARTICLE XXIV - COMPENSATION

24.01 REGULAR SALARY:

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

For the 2013-2014 and 2014-2015 school years, 0% increase of BA-0

In the 2013-2014 school year, teachers who do not move on the salary schedule for experience steps shall receive a lump-sum payment equal to 2.5% of the teacher's 2012-2013 salary.

In the 2014-2015 school year, the lump-sum payment for teachers who do not move on the salary schedule shall be repeated if the Treasurer can certify the availability of funds to cover this amount.

The parties agree to reopen negotiations on salary for the 2015-2016 school year.

Starting with the salary schedule for the 2013-2014 school year, a Step 28 shall be added. (Schedule is attached)

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

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

Effective with the 2010-2011 school year, new hires shall be placed no lower than Step 2 of the Salary Schedule and shall remain at Step 2 until the teacher's actual years of service reach or exceed Step 3.

24.02 INDEX:

Index to remain unchanged.

24.03 SUPPLEMENTAL SALARIES:

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

24.04 SUPPLEMENTAL CONTRACTS – PAYMENT:

24.041 EXTENDED SERVICE:

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

24.042 SEASONAL EXTRA DUTY ASSIGNMENT:

Per the schedule below, the payment will be in a lump sum, by means of e-mail direct deposit, after the assignment has been completed and verification has been received from the proper administrator.

Fall Activities – 2nd pay in November
Winter Activities – 2nd pay in March
Spring Activities – 1st pay in June

24.043 CONTINUOUS EXTRA DUTY ASSIGNMENTS:

Per the schedule below payment will be in three equal installments in by means of e-mail direct deposit.

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

ARTICLE XXV – EXTRA WORKDAY(S)

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

ARTICLE XXVI – EXTENDED CONTRACT

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

Extended time is not guaranteed for any position that becomes vacant **and filled after 6/30/2012**

Extended Service Contracts

<u>Position</u>	<u>Days</u>	<u>6/30/12</u>
Guidance (HS)	20	
Guidance	10	
Library (HS)	15	
Library (Elem)	10	
Vo-Ag	60	45
Family and Consumer Science	10	
M.E.	10	
Band	20	
CBI	15	10

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

ARTICLE XXVII – SCHOOL YEAR AND SCHOOL DAY

27.01 SCHOOL YEAR:

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

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

27.011 YEAR ROUND EDUCATION:

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

27.012 TEACHERS NEW TO THE DISTRICT:

All teachers new to the Hillsboro City School District shall attend an orientation of up to three (3) days with the Administration prior to the first regular teacher workday. In consideration for this attendance, the new teachers will receive a stipend of \$125.00 per day, payable on the first paycheck, if possible, otherwise on the second check.

27.02 SCHOOL DAY:

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

27.03 PLANNING TIME:

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

27.04 BUILDING MEETING TIME:

During the school year, each building principal shall be allotted up to six (6) hours outside the normal school day for the purpose of conducting building meetings. An additional four (4) hours shall be allotted for the sole purpose of addressing Teacher Based Team issues if the six (6) hours have been used first. Teachers shall attend all faculty meetings unless excused by the building principal. Every reasonable attempt shall be made to place building meeting times on the monthly building calendars. Every such building meeting shall be posted at least 48 hours in advance of the meeting except in an emergency situation.

27.05 MEETINGS OUTSIDE OF REGULAR WORK DAY:

When at the request of an administrator and in accordance with the teacher's schedule, a meeting, as referenced herein, is scheduled outside the teacher work day, the teacher will be compensated at the rate of twenty-five dollars (\$25) per hour. Examples of such meetings are 504 (Section 504 of the Rehabilitation Act), IEP (Individual Education Plan), and IAT (Intervention Assistance Team) meetings. This Article does not include the building meetings described in Section 27.04 of this Agreement.

27.06 STATE WAIVER DAYS:

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

ARTICLE XXVIII – SCHOOL CALENDAR

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

ARTICLE XXIX – TUITION FREE ATTENDANCE

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

ARTICLE XXX – SMOKE FREE ENVIRONMENT/HEALTH AND SAFETY

30.01 SMOKE-FREE ENVIRONMENT:

30.011 RECOGNITION:

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

30.012 HEALTH CONCERNS:

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

30.013 SMOKE-FREE ENVIRONMENT:

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

30.014 COUNSELING:

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

30.02 HEALTH AND SAFETY:

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

30.021 NOTIFICATION OF COMPLAINT:

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

30.022 COMPLAINT TO OHIO DEPARTMENT OF INDUSTRIAL RELATIONS:

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

30.023 IMMINENT DANGER OR HARM:

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

30.024 GRIEVANCE REMEDY:

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

ARTICLE XXXI – NEWLY CREATED POSITION

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

ARTICLE XXXII – DRUG-FREE WORKPLACE

32.01 BOARD POLICY:

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

32.02 PROHIBITIONS:

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

32.03 DEFINITIONS:

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

32.031 DRUG ABUSE OFFENSES:

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

32.032 WORKPLACE:

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

32.04 VIOLATIONS:

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

32.05 REHABILITATION:

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

32.06 DISCIPLINARY ACTION:

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

32.07 REPORTING:

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

32.08 EDUCATION:

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

ARTICLE XXXIII – DISCIPLINARY PROCEDURES

33.01 GENERAL PROVISIONS:

33.011 CAUSE:

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

33.012 DISCIPLINE DEFINED:

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

33.013 RESTRICTIONS:

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

33.02 REPRESENTATION:

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

33.03 INFORMAL WARNING:

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

33.04 PROGRESSIVE DISCIPLINE:

33.041 PROCEDURE:

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

33.0411 FIRST STEP:

Written warning and conference with the administrator.

33.0412 SECOND STEP:

Written reprimand and conference with the administrator.

33.0413 THIRD STEP:

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

33.0414 FOURTH STEP:

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

33.042 DUE PROCESS GUARANTEE:

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

33.043 NOTICE REQUIREMENTS FOR SUSPENSION WITHOUT PAY:

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

33.05 DUE PROCESS PROCEDURE:

33.051 DUE PROCESS

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

33.0511 NOTICE OF ALLEGATIONS AND CONFERENCE:

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

33.0512 CONFERENCE:

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

33.0513 NOTIFICATION OF DISPOSITION:

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

33.052 IMMEDIATE SUSPENSION:

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

33.053 PRIVACY OF PROCEEDINGS:

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

33.06 TERMINATION:

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

ARTICLE XXXIV – MENTORING

A State entry year mentoring program and a Local mentoring program have been established and is outlined in the State entry year and Local Mentor Handbooks. Any changes that may become necessary will be discussed by the LPDC committee and recommended to HEA and the Board of Education bargaining representatives.

ARTICLE XXXV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

35.01 PURPOSE:

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

35.02 COMMITTEE COMPOSITION AND SELECTION:

- a. The LPDC shall be comprised of a total of seven (7) members as follows:

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

35.03 CHAIRPERSON/RECORDER:

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

35.04 ACTION:

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

35.041 ABSTENTION:

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

35.05 SCHEDULED MEETING:

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

35.06 APPEAL PROCESS:

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

35.07 COSTS:

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

35.08 CONFIDENTIALITY:

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

ARTICLE XXXVI – EMPLOYMENT OF RETIRED TEACHERS

36.01 SERVICE CREDIT:

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

36.02 LIMITED CONTRACT:

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

36.03 CONTRACT EXPIRATION:

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

36.04 RETIRED TEACHER EVALUATION:

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

36.05 RETIRED TEACHER SENIORITY:

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

36.06 ARTICLE PROVISIONS:

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

ARTICLE XXXVII – FLEX CREDIT

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

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

ARTICLE XXXVIII – DURATION AND INTENT OF AGREEMENT

38.01 COMPLETE AGREEMENT:

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

38.02 BOARD RIGHTS:

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

38.03 ZIPPER CLAUSE:

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

38.04 SEVERABILITY:

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

38.05 PUBLICATION OF CONTRACT:

This agreement shall be prepared in an electronic format by the Association and shared with the Board and, after Board approval, distributed to each bargaining unit member by the Association. Each party may produce the number of hard copies they require at their own expense.

38.06 DURATION:

This contract shall be effective from July 1, 2013 through June 30, 2016, except where otherwise provided in this contract.

ARTICLE XXXVIII – SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____ 2013, at Hillsboro, Ohio.

FOR THE BOARD:

FOR THE ASSOCIATION:

Superintendent

Negotiating Team Member

Treasurer

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

ARTICLE XXXVIII – SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this 14 day of April 2014, at Hillsboro, Ohio.

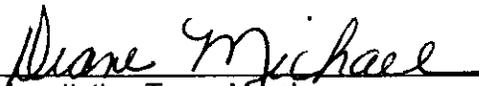
FOR THE BOARD:



Superintendent



Treasurer

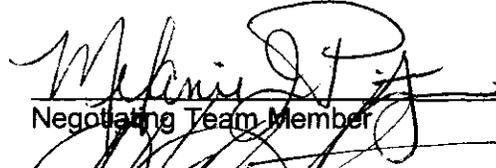


Negotiating Team Member



Negotiating Team Member

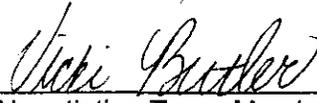
FOR THE ASSOCIATION:



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member

APPENDIX A - HILLSBORO SALARY 2013-2015 SCHOOL YEAR

	\$29,847 (base rounded up)					
<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>150 Hours</u>	<u>MA</u>	<u>MA +</u>	<u>MA + 30</u>
Step 0	\$25,803 0.8645	\$29,847 1.0000	\$31,136 1.0432	\$32,053 1.0739	\$33,041 1.1070	\$34,769 1.1649
Step 1	\$26,806 0.8981	\$31,145 1.0435	\$32,542 1.0903	\$33,670 1.1281	\$34,712 1.1630	\$36,440 1.2209
Step 2	\$27,805 0.9316	\$32,447 1.0871	\$33,948 1.1374	\$35,288 1.1823	\$36,383 1.2190	\$38,112 1.2769
Step 3	\$28,808 0.9652	\$33,745 1.1306	\$35,354 1.1845	\$36,906 1.2365	\$38,055 1.2750	\$39,783 1.3329
Step 4	\$29,808 0.9987	\$35,046 1.1742	\$36,760 1.2316	\$38,521 1.2906	\$39,726 1.3310	\$41,454 1.3889
Step 5	\$30,811 1.0323	\$36,345 1.2177	\$38,165 1.2787	\$40,138 1.3448	\$41,398 1.3870	\$43,126 1.4449
Step 6	\$30,811 1.0323	\$37,646 1.2613	\$39,571 1.3258	\$41,756 1.3990	\$43,069 1.4430	\$44,797 1.5009
Step 7	\$30,811 1.0323	\$38,944 1.3048	\$40,977 1.3729	\$43,374 1.4532	\$44,741 1.4990	\$46,469 1.5569
Step 8	\$30,811 1.0323	\$40,246 1.3484	\$42,383 1.4200	\$44,991 1.5074	\$46,412 1.5550	\$48,140 1.6129
Step 9	\$30,811 1.0323	\$41,544 1.3919	\$43,789 1.4671	\$46,609 1.5616	\$48,084 1.6110	\$49,812 1.6689
Step 10	\$30,811 1.0323	\$42,845 1.4355	\$45,194 1.5142	\$48,227 1.6158	\$49,755 1.6670	\$51,483 1.7249
Step 11	\$30,811 1.0323	\$44,144 1.4790	\$46,600 1.5613	\$49,844 1.6700	\$51,426 1.7230	\$53,155 1.7809
Step 12				\$51,462 1.7242	\$53,098 1.7790	\$54,826 1.8369
Step 16		\$45,445 1.5226	\$48,006 1.6084	\$53,080 1.7784	\$54,769 1.8350	\$56,497 1.8929
Step 20		\$46,743 1.5661	\$49,412 1.6555	\$54,698 1.8326	\$56,441 1.8910	\$58,169 1.9489
Step 25		\$48,045 1.6097	\$50,818 1.7026	\$56,315 1.8868	\$58,112 1.9470	\$59,840 2.0049
Step 28		\$49,346 1.6533	\$52,223 1.7497	\$57,933 1.941	\$59,784 2.003	\$61,512 2.0609

APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016

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

APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016

(PAGE 2)

Position	Positions Available	Experience			
		0	1 - 2	3 - 4	5 +
Level V		\$1,343	\$1,492	\$1,642	\$1,940
		4.50%	5.00%	5.50%	6.50%
HS/MS Varsity Cheerleading Coach*	1				
MS Volleyball Coach	2				
MS Football Coach	4				
MS Boys Track Coach	2				
MS Girls Track Coach	2				
MS Wrestling Coach	2				
MS Boys Basketball Coach	2				
MS Girls Basketball Coach	2				
HS Boys Assistant Golf Coach	1				
HS Girls Assistant Golf Coach	1				
MS Boys Cross Country Coach	1				
MS Girls Cross Country Coach	1				
HS Yearbook Advisor	1				
HS Student Council Advisor	1				
MS Student Council Advisor	1				
HS Musical	2				
Junior Class/Prom Advisor	1				
Level VI		\$895	\$1,045	\$1,194	\$1,343
		3.00%	3.50%	4.00%	4.50%
HS Assistant Cheerleading Coach	2				
MS Assistant Cheerleading Coach	2				
HS Quick Recall Advisor	1				
HS Flag Corps Advisor	1				
Play Advisor/Director	1				
Senior Class Advisor/Graduation Organizer	1				
Freshman Class Advisor	1				
Sophomore Class Advisor	1				
Language Club Advisor	1				
Auditorium Sound/Lighting	1				
HS School Newspaper Advisor	2				
HS Broadcasting Advisor	1				
Equipment Manager	1				
HS National Honor Society Advisor	1				
Student Recognition Coordinator	1				
Mock Trial	1				
MS Power of the Pen Advisor	2				

APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE 2013-2016 (PAGE 3)

Position	Positions	Experience			
	Available	0	1 – 2	3 – 4	5 +
Level VII					
Elementary Wrestling Coordinator	1	\$1,520			
Weight Room Supervisor (1 supervisor per season, July – Dec & Jan – June)	2	\$1,520			
Gym Coordinator Male	1	\$1,520			
Gym Coordinator Female	1	\$1,520			
Elementary Basketball Coordinator	1	\$1,520			
Camp Joy Coordinator	1	\$760			
MS DC Trip Coordinator	1	\$760			
Sports Chaperone		\$539			
MS National Honor Society	1	\$485			
District Leadership Council* (up to 30)	\$2,000.00 per year**				
HOURLY:					
Detention Supervisor	\$25.00 per hour				
Tutoring/Home Instruction	\$25.00 per hour				
Internal Substitution	\$25.00 per period				
Before & After Regular Hour Meetings/Performances	\$25.00 per hour				
New positions may be added by memorandum of understanding between the Board and the HEA.					
Administration reserves the right to fill up to the number of positions available.					
* The position of Varsity Cheerleading Advisor will be offered one of two ways: either seasonally to be compensated at Level V of the Supplemental Salary Schedule or annually, to be compensated at Level II of the Supplemental Salary Schedule.					

* District Leadership Council Responsibilities:

- SLO
- BLT
- DLT
- Mentors*
- LPDC
- Department Chairs
- Evaluation Review

** To be reviewed in May of 2014 by the HEA and Board

* Mentors will be compensated at the rate \$250 for assigned 1st year Resident Educator.

HILLSBORO CITY SCHOOLS APPENDIX C - COMPLAINT FORM

1. Person making complaint: _____

2. Address: _____

3. Telephone: Home _____ Work _____ Cell _____

4. Date of Incident: _____

5. Nature of the Complaint: _____

6. Solution requested: _____

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

8. Signature of Complainant: _____

Date: _____

9. Received by: _____

Date: _____

10. Investigation & Action Taken: _____

11. Copy to: _____ Employee _____ Principal/Supervisor _____ Complainant _____ Supt.

APPENDIX D - DOCUMENTATION SUBMISSION FORM

Central Office

Name _____

Date Submitted: _____

School _____

*Please check all that apply

Documentation Deadlines/Reminders

Dates/Deadlines:

Sick Leave Pool- (enrollment period)

Aug. 16 – Sept. 30

OEA/HEA Dues- (sign up period)

Sept. 1 – Sept. 30 or
Feb. 1 – Feb. 28

Tax Sheltered Annuity- (open period; one change per year)

Aug. 15 – Oct. 15

Insurance Changes

As needed

Address and/or name changes

As needed

Federal and/or State tax changes

As needed

Vacancy Application

As needed

Personal leave roll over to next school year (1 day)

June 1

Other _____

Documenting Graduate Hours – submission or original transcripts

Certification/Licensure

upon completion

Tuition Reimbursement-(deadline)

Sept. 1

Salary Adjustment-(deadline)

Sept. 30

Other _____

COMMENTS:

Received By: _____

Date/Time Received: _____

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

INDEX

Appendix B - Supplemental Salary Schedule.....	58	Early Retirement.....	42
Appendix C - Complaint Form.....	61	Incentive Plan.....	42
Appendix D - Documentation Submission Form.....	62	Procedures.....	41
Arbitration.....	4	Elementary Building Non-Instruction duties.....	11
Assault Leave.....	18	Employment of Retired Teachers.....	53
Association Defined.....	1	Equipment.....	10
Association Dues.....	23	Flex Credit.....	54
Association Leave.....	22	Fringe Benefits.....	37
Association Rights.....	12	Dental.....	39
Use of Buildings & Facilities.....	12	Life.....	37
Use of Mail boxes & Other Communications.....	12	Opt-Out.....	39
Use of Office & Audiovisual Equipment.....	12	PPO.....	38
Use of Phones by Association.....	12	Retirement Incentive Pay.....	41
Use of Phones by Association Members.....	12	Severance Pay.....	40
Association-Board Committee.....	13	Tuition Free Attendance.....	46
Attendance Incentive.....	20	Vision.....	39
Bargaining Agreement.....	2	Grievances.....	
Bargaining Unit.....	1	Definition.....	3
Benefits.....	37	Procedures.....	3
Dental.....	39	Records.....	5
Life.....	37	Health and Safety.....	47
Opt-Out.....	39	Hillsboro Professional Development Committee (HPDC).....	52
PPO.....	38	Appeal Process.....	53
Retirement Incentive pay.....	41	Committee Composition & Selection.....	52
Severance Pay.....	40	Scheduled Meetings.....	53
Tuition Free Attendance.....	46	IEP.....	46
Vision.....	39	Inclusion.....	32
Board Agenda.....	13	Insurance Committee	39
Building Meetings.....		Insurance Plans.....	37
Outside Regular School Day.....	46	Internal Substituting.....	31
Certification/Licensure.....	62	Job Postings.....	32
Class Size.....	31	Job Sharing.....	29
Compensation.....		Jury Duty.....	19
Other.....	44	Leaves of Absence.....	13
Salary Index.....	43	Assault.....	18
Supplemental Salaries.....	43	Family & Medical Leave Act of 1993.....	20
Complaints about Teachers.....		Jury Duty.....	19
Complaint Form.....	61	Maternity.....	19
Complaint Procedure.....	33	Military.....	17
Right to Representation.....	34	Personal.....	19
Contracts.....	27	Professional.....	21
Continuing.....	29	Sick.....	13
Contract Sequence.....	28	Lunch Periods.....	45
Nonrenewal.....	31	Management Rights.....	5
Termination.....	31	Maternity Leave.....	19
Deductions.....	22	Meals Reimbursement.....	21
Direct Deposit.....	23	Mediation.....	2
Disciplinary Procedures.....	49	Mentors.....	52
Due Process.....	50	Mileage Reimbursement.....	24
Progressive Discipline.....	50	Military Leave.....	17
Provisions.....	49	Negotiations.....	1
Representation.....	50	Newly Created Position.....	48
Suspension.....	51	Non-Discrimination.....	1
Termination.....	52	Nonrenewal of Contract.....	31
Dispute Resolution Procedure.....	2	Payroll.....	22
Documentation Processing.....	11	Continuous Extra Duty Pay.....	44
Form.....	62	Deductions.....	23
Drug-Free Workplace.....	48	Direct Deductions.....	22
Dues.....	23	Regular Scheduled Pay Dates.....	22
Duration and Intent of Agreement.....	55	Seasonal Extra Duty Pay.....	44

Hillsboro EA (Highland County)
 Master Contract July 1, 2013 – June 30, 2016

Personal Leave	19	School Calendar	46
Personnel Files.....	27	School Day.....	45
Planning Time.....	45	School Property.....	10
<u>PPO</u>	38	School Year	45
Professional Leave.....	21	Severance	40
Application	21	Sick Leave	13
Reimbursement.....	21	Sick Leave Conversion.....	14
Pupil Assignment.....	31	Sick Leave Pool (SLP).....	14
Recall	36	Smoke Free Environment	47
Recognition.....	47	State Employment Relations Board	2
Reduction in Force (RIF)		State Teachers Retirement System (STRS).....	41
Order of Reduction	36	State Waiver Days.....	46
Reasons	35	Supplemental Salary Schedule	58
Recall	36	Tax Sheltered Annuity.....	23
Suspension of Contracts	35	Teacher Rights and Responsibilities	
Reimbursements	21	Documentation Gathering/Processing	11
Mileage	24	Elementary Building - Non-instruction Duties	11
Tuition	24	Normal Duties	10
Representation.....	34	Professional Rights and Expectations	11
Retirement	40	Service on Committees.....	10
Incentive	41	Workroom.....	11
State Teachers Retirement System (STRS)	41	Termination of Contract	31
Return to Work	17	Transfers.....	32
From Absence or Leave.....	17	Tuition Reimbursement.....	24
From RIF	36	SCHEDULE	25
Right to Strike	2	Vacancies.....	32
Salary	43	Waiver Days	46
Salary Index	43		

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Hillsboro City School District Board of Education ("Board"), the Hillsboro Education Association ("HEA") and Glenn Burns on the _____, day of February, 2014.

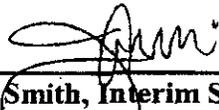
WHEREAS, Glenn Burns is a teacher employed by the Board.

Whereas, the parties to this MOU have discussed and agreed upon the method by which Glenn Burns will retire from the Board's employment.

ACCORDINGLY, it is agreed as follows:

1. Glenn Burns shall receive his regular rate of salary for the period from January, 16, 2014 to February 14, 2014 and he shall utilize accumulated sick leave to accomplish that;
2. Glenn Burns shall present a letter of resignation effective at the close of business on February 14, 2014 by virtue of his retirement;
3. Glenn Burns shall receive all benefits of his employment for the period from January, 16, 2014 to February 14, 2014 as contained in the collective bargaining agreement between the Board and HEA including but not limited to Severance Benefits contained in Section 23.023.

Hillsboro City School District Board of Education

By: 
James Smith, Interim Superintendent

Date: 2/13/14

Hillsboro Education Association

By: 

Date: 2/12/14

Glenn Burns
Glenn Burns

Date: 2/17/14

AGREEMENT

This Agreement is made between Patrick McClanahan, the Hillsboro Education Association (“HEA”) and the Hillsboro City School District Board of Education (“Board”) and shall become effective upon execution by the parties.

Representatives of the Board, HEA and Mr. McClanahan have engaged in discussions concerning the continued employment of Mr. McClanahan by the Board and Mr. McClanahan’s desire to explore other opportunities for the benefit of himself and his family.

The Board, HEA and Mr. McClanahan agree to the following as the result of those discussions:

1. Mr. McClanahan shall submit on or before April 1, 2014 his resignation from employment with the Board effective June 30, 2014. The execution of this agreement by Mr. McClanahan shall constitute his written resignation and the Board is asked to accept the resignation and approve the other terms of this agreement.
2. The Board, HEA and Mr. McClanahan agree that prior to the effective date of the resignation Mr. McClanahan shall be on a paid leave of absence with entitlement to his salary and benefits during the period of the leave.
3. The parties agree that in the event there is an inquiry concerning Mr. McClanahan’s employment with the Board, the only response will be the dates of his employment.
4. The parties agree that this agreement represents the complete understanding between the parties and becomes effective when signed by Mr. McClanahan and approved by the Board.
5. Each party acknowledges that they have had the opportunity to consult with counsel and other advisors, if necessary, prior to the execution of this agreement, that they have read the terms of this agreement and they understand them

Terry Britton, Board President



Date 4-18-14

James Smith, Superintendent



Date 4/1/14

Patrick McClanahan



Date 4-1-14

Hollis Stevenson, President of HEA



Date 4/1/14

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and on behalf of the Hillsboro City School District Board of Education ("Board") and the Hillsboro Education Association ("HEA") on the 14th day of August, 2014.

The Board and HEA are parties to a collective bargaining agreement ("CBA") that has a duration from July 1, 2013 through June 30, 2016.

The Board and the HEA desire to address compensation of the bargaining unit members for the 2014-2015 school year and the extension of the current CBA in this MOU.

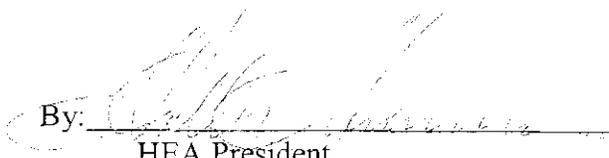
The Board and HEA agree as follows:

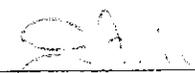
1. Effective July 1, 2014, the Base (BA-0) salary shall be increased by 2%.
2. The term of the current CBA is extended by one year and shall have an expiration date of June 30, 2017.
3. The current reopener in the CBA shall be extended to the salary for the 2015-2016 school year.
4. All other terms and conditions of the CBA shall remain unchanged.

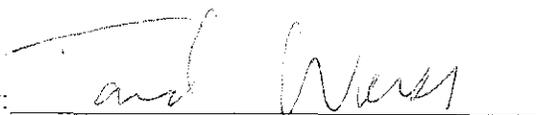
**HILLSBORO CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

**HILLSBORO EDUCATION
ASSOCIATION**

By: 
Board President

By: 
HEA President

By: 
Superintendent

By: 

By: 
Treasurer

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is executed on this the ____ day of _____, 2014, by and between the **BOARD OF EDUCATION OF THE HILLSBORO CITY SCHOOL DISTRICT** (hereafter referred to as the "Board") and the **HILLSBORO EDUCATION ASSOCIATION** (hereafter referred to as the "Association").

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter to as the "Agreement") the effective dates of which are July 1, 2013 through June 30, 2016; and

WHEREAS, recent changes to Ohio law including HB 264 and HB 296 change the details and requirements for school districts dealing with the medical needs of students with diabetes and allergies, changes that could put teachers in a situation in which they do not feel comfortable or in which they are not properly trained, risking the safety of students; and

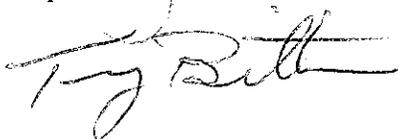
WHEREAS, the Board and the Association agree that only school nurses, nurse's aides and willing school employees who ~~are afforded proper state-approved training should who~~ **have completed a drug administration training program conducted by a licensed health professional and considered appropriate by the board will** be required to fall under the requirements of the changes in law.

BE IT RESOLVED that it is agreed as follows:

1. The Board and the Association will only require licensed nurses, nurse's aides, and properly trained teachers who willingly volunteer to be subjected to the new changes in the law addressing the medical needs of diabetic students and students with allergies.
2. Any teacher who volunteers to serve the school in the manner described in the changes to law in HB 264 and HB 296 shall ~~be given the proper state-approved training~~ **complete a drug administration training program conducted by a licensed health professional and considered appropriate by the board** prior to being required to perform any duties.
3. The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Association. Executed on the date noted above by the duly authorized representatives of the Board and the Association.

**HILLSBORO CITY
SCHOOL DISTRICT
BOARD OF EDUCATION**

Superintendent



**HILLSBORO
EDUCATION ASSOCIATION**

Association President



