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MASTER AGREEMENT

BETWEEN THE

HAMILTON LOCAL EDUCATION ASSOCIATION

AND THE

HAMILTON LOCAL BOARD OF EDUCATION

July 1, 2015 through June 30, 2018

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ARTICLE 1
NEGOTIATIONS AGREEMENT

A. Recognition

1. The Hamilton Local Board of Education, hereinafter referred to as "the Board" or the "Board of Education," recognizes the Hamilton Local Education Association/OEA/NEA, hereinafter referred to as "the Association" or the "HLEA," as the sole and exclusive representative of all the members of the bargaining unit, hereinafter referred to as "members" or "unit members" or "employees."

2. For purposes of recognition and negotiations, the term "bargaining unit" shall mean the certificated/licensed teaching employees, including certificated/licensed classroom teachers, guidance counselors, reading teachers, speech and hearing therapists, librarians, nurses, tutors and all other certificated/licensed employees whose position does not require supervisory duties. Excluded from the unit are the Superintendent and Assistant Superintendents, Principals and Assistant Principals, Administrative Directors, administrative office employees whose position requires a certificate/license in supervision or administration, other administrative and supervisory personnel, and casual day-to-day substitutes.

3. The Hamilton Local School District shall hereinafter be referred to as the "District."

B. Areas for Discussion and Agreement

1. This recognition constitutes an agreement between the Board and the Association to provide the framework to reach mutual agreement regarding matters related to salary, hours, and the terms and conditions of employment for members of the bargaining unit, and the continuation, modification, or deletion of the provisions of this Agreement.

2. Good faith requires that the Board and Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

C. Bargaining Procedures

1. The Board and the Association shall each designate a bargaining team of up to five, not including one legal representative per party and the HLEA President. All bargaining shall be conducted exclusively between the teams.

Up to two (2) observers for each side may be present during bargaining sessions.

2. Not less than sixty (60) days prior to the expiration date of the existing Agreement, either party may notify the other of a desire to commence bargaining. Within thirty (30) days, unless there is a mutual agreement otherwise, the parties shall meet and submit issues proposed for discussion. The bargaining agenda will be set at this initial meeting and no additions shall be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties.

3. Time Limits:

   a. Either party may call caucuses during negotiations.

   b. Bargaining sessions shall last a maximum of eight (8) hours.

   c. These limits may be modified by mutual agreement.

4. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

5. Either party may call upon professional or other consultants to assist in negotiations for informational purposes. The expense of such consultants shall be borne by the party requesting them.

6. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Board of Education and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board of Education and the Association for approval. Following approval by both parties, the Agreement shall be binding on both parties.

7. Resolving Differences:

   a. In the event there are proposals that have not been resolved in negotiations between the parties, either party may declare impasse. The expiration date of the contract shall be extended through the mediation process. Upon the declaration of impasse by either party, any unresolved issues shall either be withdrawn by the proposer or considered at impasse and submitted to mediation. If the designated representatives of the Board and the Association are unable to agree upon the selection of a mediator within five (5) calendar days, all unresolved issues shall be submitted to federal mediation within ten (10) calendar days.

b. If, after a minimum of fifteen (15) calendar days, mediation has not resolved the differences, the Association shall have the right to proceed under Ohio Revised Code (ORC) Section 4117.14(D)(2).

c. The expenses of the mediator shall be shared equally by the parties.

d. Mediation may extend beyond the expiration date of the contract only with the mutual consent of the parties.

e. The parties intend for this dispute resolution procedure to supersede and take the place of the impasse procedure contained in ORC Chapter 4117.

8. Change in Applicable Law

a. In the event there is a change in any applicable state law, which would invalidate any negotiated policy, the parties will meet to negotiate any necessary change relative to the affected policy only.

b. In the further event that the legislature mandates enactment of a negotiable policy, the parties will initiate negotiations within thirty (30) days of the effective date of such legislation. Upon commencement of negotiations, the applicable procedures of this Agreement shall be followed.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an event or condition which violates the existing terms and conditions of employment of a unit member, group of unit members, or the Association and/or the interpretation, meaning, or application of any of the provisions of the negotiated agreement.

2. A grievant may be any unit member or group of unit members, or the Association.

3. For the purposes of this Article, a day is defined as a normal workday in which unit members are required to be in attendance.

4. The immediate supervisor is the lowest level administrator having authority to adjust the grievance.

5. Informal Level - Before a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor as defined above.

6. If the grievance is not within the jurisdiction of the immediate supervisor, the grievant may file the written grievance at Step 2.

B. Procedure

At any level or step, the grievant shall have the right to a representative of his/her choice.

1. Step 1-Immediate Supervisor: Within ten (10) days after the Informal Level step above, the grievant must present the grievance in writing on the mutually agreed upon form (attached as Appendix D) electronically to his/her immediate supervisor. If the written grievance is not filed within twenty-five (25) days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

   The written grievance shall include a clear statement of the facts causing the grievance. It shall include a reference to the specific provision of the memorandum, contract, policy rule or regulation allegedly violated, misinterpreted or misapplied.

   Within ten (10) days after receiving the grievance, the immediate supervisor shall communicate an electronic written decision to the grievant.

2. Step 2-Superintendent: In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate grievance form within ten (10) days to the Superintendent.

   At this step, a hearing shall be held within ten (10) days from receipt of the appeal. An electronic written decision shall be issued to all parties within ten (10) days after hearing the appeal.

3. Step 3-FMCS Mediation: In the event the grievant and the Association are not satisfied with the decision at Step 2, the Association may, within ten (10) days after receipt of the Superintendent's disposition, submit a request electronically to the Superintendent for Federal Mediation and Conciliation Service (FMCS) mediation. Within five (5) days of the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be held as soon as practicable in accordance with the mediator's availability.

4. Arbitration: In the event the grievant and the Association are not satisfied with the results of Step 3, the Association may submit a request in writing electronically that the grievance be submitted to binding arbitration. The request shall be made within ten (10) days of the final mediation session at Step 3. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the American Arbitration Association (AAA). If the parties are unable to select an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the AAA. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the AAA.

   The cost of arbitration shall be borne equally by the Board and the grievant. The Arbitrator shall have no power to alter, amend, or change any of the terms of this Agreement. The decision rendered by the arbitrator shall be final and binding upon the parties.

C. Unit Member Processed Grievance

A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of HLEA as long as the adjustment is not inconsistent with the terms of this Agreement and HLEA is present at the time of adjustment. HLEA shall be provided copies of any grievance filed by unit members directly and any responses by the District.

D. Timelines

Any grievance not advanced to the next step within the time limits shall be null and void. Failure of the administration or Board to render a decision within the time limits shall automatically advance the grievance to the next step.

ARTICLE 3.1
TEACHER EVALUATION

A. Objectives

1. To improve the quality of students' learning experiences and to help unit members improve their performance.

2. To establish goals and procedures for professional development.

3. To provide information for recommendations regarding contract status.

4. To assess a unit member's work performance.

B. Definitions

1. Evaluation Procedure: The procedural requirements are set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors are student growth measures and teacher performance, the weight of each to be determined by Ohio Revised Code.

5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth between two points in time. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

7. Evaluation Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

8. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures are combined with the teacher performance assessment to assign an evaluation rating.

9. Evaluation Instrument: The process and forms used by the teacher's evaluator. The forms or instrument are located in Appendix C to this agreement.

10. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

11. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

12. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of ineffective for three years.

C. Application

1. The teacher evaluation procedure contained in Article 3.1 applies to teachers issued licenses under RC 3319 or a permanent certificate issued under former RC 3319.22, and who spend at least 50% of their time providing student instruction.

2. Teachers who are not covered in Article 3.1 shall be evaluated using the procedure in Article 3.2.

D. Evaluators

1. An evaluator shall be a credentialed contracted administrator of the District.

2. An evaluator shall not be a bargaining unit member.

3. It will be a mutual goal that the teacher's immediate supervisor be the primary evaluator. If the teacher reaches the accomplished rating, they may select their own evaluator from a list of District approved evaluators within the teacher's assigned building.

4. In the event a teacher performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluating administrator.

5. An evaluator shall be under contract with the Board pursuant to section 3319.01 or 3319.02 of the Revised Code and holds a license designated for being a superintendent, assistant superintendent, or principal issued under section 3319.22 of the Revised Code.

6. An evaluator shall be under contract with the Board pursuant to section 3319.02 of the Revised Code and holds a license designated for being an administrative specialist or supervisor in any educational area issued under section 3319.22 of the Revised Code.

E. Evaluation Committee

1. The Association and the Board agree to establish a joint Evaluation Committee for the purpose of reviewing Articles 3.1 and/or 3.2, procedure and process, including the off-cycle year(s) and the evaluation instrument, for the evaluation of teachers in the District and to review the effectiveness of Articles 3.1 and / or 3.2, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

2. Committee Composition

   a. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) administrators appointed by the Superintendent or designee.

   b. Committee members shall be representative of elementary school, intermediate school, middle school, high school, and specialty areas (e.g., music, art, special education).

3. Committee Operation

   a. A committee member from the Association and a committee member from the Board shall chair the committee jointly.

   b. The committee will establish meeting dates and times.

   c. The co-chairpersons of the committee will develop committee agendas jointly.

   d. All recommendations of the committee will be achieved by consensus.

   e. The committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of the meeting.

   f. The committee will select an individual to act as the official recording scribe for that meeting.

   g. Committee meeting minutes will be distributed to committee members, Association President and Superintendent within ten (10) work days following meetings of the committee.

   h. The committee shall be authorized to utilize consultant(s).

4. Committee Authority

   a. The committee is responsible for reviewing and recommending changes to Articles 3.1 and/or 3.2, procedure and process, including the off-cycle year(s) and the evaluation instrument, for teacher evaluation.

   b. If either party wishes to consider any change or revision to the evaluation procedure or process contained in Article 3.1, including the off-cycle year(s) and the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument the recommendation shall be subject to ratification by the Board and the Association.

   c. This committee shall not limit the areas for discussion and agreement, by the Association or the Board, as contained in Article 1.

F. Orientation

1. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

G. Training

1. Training on the teacher evaluation procedure will be provided prior to the implementation of the evaluation procedure.

2. Training on the teacher evaluation procedure will occur annually for teachers new to the District and shall include the tools, processes, methodology, and the use of student growth measure data.

3. Each teacher shall have access to written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

4. Written instructions and evaluation instrument training shall be presented to the teachers not later than September 15, 2013, or in the case of a new teacher employed after September 15, 2013, not later than thirty (30) days after initial employment with the District.

H. Schedule for Evaluation

1. No staff appraisals will be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break.

2. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a conference and a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

3. If the Board has entered into a limited contract 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 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 ORC 3319.11 (B), (C)(3), (D), or (E).

I. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the criteria set forth in the evaluation instrument, Appendix C to this agreement.

2. A teacher's evaluation shall be based on work performance, personally observed by the evaluator during formal observations and walkthroughs.

3. 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 walkthroughs that are set forth in this agreement.

J. Observations

1. Schedule of Observations

a. At least two (2) formal observations shall be conducted to support each evaluation.

b. A formal observation shall last at least thirty (30) minutes.

c. If an improvement plan is required, there shall be at least two (2) weeks after the development of the plan before the next observation is conducted and the member is required to show evidence that the plan has been started.

2. Observation Conference

a. Formal observations may be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

b. A post-observation conference may be held within ten (10) work days after each formal observation and may be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

K. Walkthroughs

1. A classroom walkthrough is a:

a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;

b. Process for giving targeted evidenced-based feedback to teachers; and

c. Means for evaluators to visit classrooms more frequently and more purposefully.

2. Classroom walkthroughs, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance.

3. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: ineffective, developing, skilled or accomplished.

4. At least two (2) Classroom walkthroughs shall be included in each evaluation.

5. Classroom walkthroughs are formative assessments that focuses on one or more of the following components:

   a. Evidence of planning;
   b. Lesson delivery;
   c. Differentiation;
   d. Resources;
   e. Classroom environment;
   f. Student engagement;
   g. Assessment; and
   h. Other

6. Classroom walkthroughs, when included in a teacher's evaluation, shall be at least four (4) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

7. The teacher may be provided walkthrough feedback.

L. Electronic Devices

1. Electronic devices may be used, with the knowledge and consent of the teacher, by the evaluator for the purpose of assessing and improving a teacher's performance and effectiveness. Electronic devices cannot be used in lieu of an in person classroom observation.

M. Finalization of Evaluation

1. Written Report

   a. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

   a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies. The evaluator shall note all the data used to support the conclusions reached in the evaluation written report. The evaluation written report shall be signed by the evaluator and the teacher. The teacher's signature shall serve as acknowledgement that the evaluation written report will be placed in the teacher's personnel file.

   b. The Superintendent/designee may waive the annual evaluation for a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this article. Such teachers may be evaluated once every two years instead of annually. Biennial evaluations conducted pursuant to this article are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10.

3. Response to Evaluation

   a. The teacher shall have the right to make a written response to the evaluation written report and to have it attached to the evaluation written report to be placed in the teacher's personnel file. The teacher's evaluation response must be submitted to the Superintendent within five (5) workdays of the evaluation conference.

N. Professional Development

1. Professional growth and improvement plans shall be developed as follows:

   a. Teachers with above expected levels of student growth will develop a professional growth plan prior to the first observation conference and may choose their evaluator for the evaluation from a list of district-approved evaluators within the teacher's assigned building.

   b. Teachers with the expected levels of student growth will develop a professional growth plan collaboratively with the evaluator prior to the first observation conference and will have input on the selection of an evaluator, within the teacher's assigned building, for the next evaluation

   c. Teachers with below expected levels of student growth will develop an improvement plan with their evaluator prior to the first pre-observation

conference. The Superintendent/designee will assign the evaluator for the evaluation and the evaluator will approve the improvement plan.

i. A professional improvement plan is a clearly articulated assistance program, which includes completion timelines, for a teacher whose student growth measure dimension/dimensions of the evaluation is below the expected level of student growth.

ii. In the event that the teacher and evaluator cannot agree on the evaluator's expectations for the improvement plan, an additional administrator appointed by the Superintendent/designee and an additional teacher selected by the teacher being evaluated will help to facilitate further discussion between the teacher and evaluator.

2. Professional growth and improvement plans for a school year shall be developed no later than September 30.

3. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.

4. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

5. The Board shall provide for the allocation of financial resources to support professional development.

O. Due Process

1. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of disciplinary action or if the teacher is under consideration for nonrenewal.

P. Personnel Action Requirements

1. For the duration of this Agreement the District shall not use the Evaluation Rating that is assigned at the conclusion of the evaluation cycle for reduction in force and recall actions.

ARTICLE 3.2
TEACHER EVALUATION

1. This Article (3.2) pertains only to those licensed/certificated employees who are not covered in Article 3.1.

2. Licensed/certificated employees who are not covered in Article 3.1 shall be evaluated no later than the first day of May, and the licensed/certificated employee being evaluated shall receive a conference and a written report on the results of this evaluation not later than the tenth day of May. At least two (2) formal observations, of at least thirty (30) minutes, shall be conducted to support each evaluation. If the licensed/certificated employee does not meet or exceed district expectations, he or she will develop an improvement plan with his or her evaluator.

3. Improvement plan

   a. The improvement plan is a clearly articulated assistance program, which includes completion timelines.

   b. Improvement plans for the school year shall be developed no later than September 30.

   c. Improvement plan shall describe the specific performance expectations, resources and assistance available.

   d. In the event that the teacher and evaluator cannot agree on the evaluator's expectations for the improvement plan, an additional administrator appointed by the Superintendent/designee and an additional teacher selected by the evaluated teacher will help to facilitate further discussion between the evaluated teacher and evaluator.

   e. The evaluator will approve the improvement plan.

4. Licensed/certificated employees on continuing contracts may be evaluated one time every three years. This guideline does not prohibit additional observations and appraisals by administrators.

5. Teacher evaluations will not be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break.

6. The timelines contained herein may be extended by mutual agreement, or by the absence of the evaluator or the licensed/certificated employee being evaluated.

7. Article 3.2 of this staff appraisal program shall supersede and take the place of all statutory evaluation requirements, including ORC Section 3319.111.

8. A licensed/credentialed employee may have an Association representative who in available during the second evaluation conference. When the request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

ARTICLE 4
INDIVIDUAL UNIT MEMBER'S CONTRACT
TERMINATION AND NON-RENEWAL

A. Contract

1. The initial limited contract offered to unit members new to the District shall be for a term of one (1) year. A teacher must be under contract for at least one hundred and twenty (120) school days for that contract to count as the initial limited contract. If employed for less than one hundred and twenty (120) school days the unit member's next contract will be considered his/her first contract.

2. Upon completion of the first contract, such unit member, if re-employed, shall be offered another one (1) year limited contract.

3. Upon completion of two (2) one (1) year limited contracts, such unit member, if re-employed, shall be offered a two (2) year limited contract

4. Upon successful completion of a two (2) year limited contract, a three (3) year limited contract will be granted if recommended by the Superintendent.

5. Succeeding contracts, if the unit member is recommended for reemployment, will be three (3) year limited contracts.

6. Upon submission to the District of proof of eligibility, continuing contracts shall be considered for unit members in accordance with ORC Section 3319.11.

7. To be considered for a continuing contract for the following school year, unit members must notify the Superintendent no later than October 1 in the current school year, of their request to be considered for a continuing contract. Additionally, unit members must submit proof of eligibility for continuing contract status, prior to April 1 of the current school year. Members may request consideration for a continuing contract during the term of a limited contract. Members will be considered for continuing contracts in accordance with ORC Section 3319.11.

B. Termination of Contract

The termination of a member's contract shall be in accordance with the provisions of ORC Sections 3319.16 and/or 3319.161.

C. Non-Renewal of Contract

1. For the first two (2) years of employment with the District, the contracts of all teachers will automatically expire at the end of each contract year without any notice from the Board or action by the Board. A first or second year teacher will only be employed for the succeeding contract year if the Board takes specific action to rehire that teacher. There is no right to grieve this automatic contract expiration, or a Board decision not to offer reemployment. This section is also applicable to any teacher replacing a teacher on a leave of absence.

2. For the third, fourth and fifth years of employment with the District, the non-renewal of a member's contract shall be in accordance with the provisions of ORC Section 3319.11, except that the appeal process will be through the grievance procedure instead of ORC Section 3319.11. The parties intend for the grievance process to supersede and replace the entire ORC Section 3319.11 appeal process.

3. Bargaining unit members with five (5) or more years of continuous current service or more who are notified in writing that it is the intention of the Superintendent to recommend that their contract not be renewed, may, upon written request to the Superintendent within ten (10) calendar days after receipt of the Superintendent's notification, schedule a hearing with the Board in Executive Session at a time mutually convenient to all parties, to show cause why his/her contract should be renewed.

4. The non-renewal of a member's contract with five (5) or more continuous, current years of service, except those who have been placed on the reduction in force list, should be based upon one or more of the following reasons:

   a. Professional incompetence as determined by the evaluations conducted each year by his/her principal and/or Superintendent or his/her designee in accordance with the staff appraisal program established in accordance with the terms of this Agreement.

   b. The violation of the policies established by the Board and/or the administration, and/or the terms of this Agreement governing the conduct and employment of each member.

   c. The violation of a civil or criminal law, which in the judgment of the Board should the member be found guilty, continued employment would not be in the best interests of the school system.

   d. Immorality

e. Or for any other good and just reason which governs the conduct and employment of members of the educational profession.

5. Nothing herein stated shall be construed to deny any member the right of counsel.

6. A decision in writing shall be rendered by the Board following the termination of the hearing. A copy of said decision shall be sent to the member, the President of the Association and the Superintendent.

ARTICLE 5
PROFESSIONAL PERSONNEL FILE

A. Unit members shall have the right, upon request, to review the contents of their personnel file. Prior arrangements for such review shall be made with the Superintendent. Upon request, a unit member shall be entitled to have a representative of his/her choice to accompany him/her during such review. If someone other than an administrator reviews a unit member's personnel file, the member shall be given written notification of that fact.

B. A unit member, when reviewing the contents of his/her personnel file with an administrator from the Central Office present, may indicate those untimely, inaccurate, irrelevant or incomplete documents, which he/she desires to have removed from his/her personnel file. Such documents shall be destroyed with the mutual consent of both parties.

C. Should the unit member and the Superintendent disagree as to whether or not material contained in his/her file is untimely, inaccurate, irrelevant or incomplete, then such dispute shall be subject to the grievance procedure.

D. The record that a verbal reprimand has been given to a bargaining unit member may be placed in the personnel file for up to two calendar years. If no further infractions occur during those two calendar years, the notation that a bargaining unit member has received a verbal reprimand will be removed from the bargaining unit member's personnel file upon the bargaining unit member's request.

E. The Board agrees to protect the confidentiality of the unit member's personnel file within the constraints of ORC Section 149.43.

F. When a principal or other administrator finds it necessary to make a notation in a unit member's file, which reflects adversely upon the unit member, the unit member shall be offered an opportunity to read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The unit member shall also have the right to answer such notation and said answer shall be attached to the file copy.

ARTICLE 6
DISCIPLINARY ACTION

A. Disciplinary conferences and reprimands of a unit member shall be private. An affected unit member may if he/she deems it necessary, request the presence of an Association representative. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative. Such representation will be at the discretion of the unit member and shall not be denied.

B. Employee Discipline

1. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature with respect to similar problems, in accordance with the procedure set below.

2. Progressive Discipline Order:

   a. Informal/Verbal Warning (documents in writing)
   b. Written Reprimand
   c. Three-Day Suspension without pay (by Superintendent/designee)
   d. Five-Day Suspension without pay (by Superintendent/designee)
   e. Termination

   Commencing with Level 2(b) (written reprimand) in the above procedure, no employee shall be subject to discipline except for cause.

C. Any written record of disciplinary action will be kept in the employee's personnel file in compliance with Article 5.

D. Informal warnings are not subject to the grievance procedure.

E. Termination will be conducted in accordance with ORC Section 3319.16.

ARTICLE 7
ASSIGNMENTS, VOLUNTARY TRANSFERS, AND INVOLUNTARY TRANSFERS

Definitions:

Assignment: The specific area to be taught (i.e., high school French, fourth grade, middle school language arts, etc.)

Voluntary transfer: A move from one position to another at the request of the bargaining unit member.

Involuntary transfer: A move from one position to another at the direction of the Superintendent.

Vacancy: An open position the Board intends to fill.

A. Assignments

1. The Superintendent shall send unit members a "Statement of Intentions" e-mail prior to March 1 of each year. Unit members who wish to be considered for a change in assignment (whether building, grade level or subject area) will respond by e-mail to the "Statement of Intentions" by March 15. A unit member may notify the Superintendent at anytime during the school year of his/her interest in changing positions.

   Bargaining unit members requesting unpaid Child Care Leave for the succeeding school year shall make such request no later than April 15, per Article 8, Section E.4.

2. The Superintendent will give notice of assignment to new unit members as soon as practicable.

3. Unit members will be given notice of their probable assignment for the forthcoming year not later than the end of the current school year. Such assignment may be altered in the event the organization within the District requires it. Any affected unit member will be advised thereof at the earliest possible time and given an opportunity to confer with the administration. A bargaining unit member may request to have any association representative who is available present during any discussion of involuntary transfer. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

4. Notice of assignment for both new and incumbent unit members shall include:

   a. Building assignment.

b. Grade level for PK-8.

c. Subject area(s) specific to employee certification / licensure.

B. Voluntary Transfers

1. Requests for Voluntary Transfer

Unit members shall indicate any transfer desired on the Statement of Intentions form submitted under paragraph 7(A)1 above. Such requests represent consent to transfer and may be acted upon without consultation with the unit member. Such request shall not affect the unit member's existing assignment in event no vacancy exists or is contemplated in the area to which the transfer is requested.

2. Voluntary Transfer

a. During the school year, the Superintendent shall post vacancies and the reason for the vacancies for the next school year on staff bulletin boards, on the *Ranger Connection*, and when available, on the District website, for a minimum of two (2) days. Notice of vacancies for the next school year occurring from the end of the school year through June 30, shall be posted for a minimum of two (2) days, and the posting shall be announced via the District's auto-call system. Notice of vacancies for the next school year occurring from July 1 through August 10 shall be posted for a minimum of two (2) days. Any vacancy for the next school year occurring after August 10 but before the first teacher workday shall only be posted on the Ranger Connection, and when available, on the District website with no minimum posting period. A vacancy occurring between the first and last teacher work days shall be posted for a minimum of two (2) days.

b. Any bargaining unit member who applies for a vacant position for the next school year shall be given an interview prior to the closing of the position for those vacancies for the next school year occurring on or before August 10. Only one interview need be provided to the bargaining unit member by the same administrator in any one school year.

c. If a unit member's application is denied, the unit member may request, and shall be granted, a conference with the Principal and/or Superintendent. Denial of the application shall not be subject to the grievance procedure.

3. Involuntary Transfer

   a. An involuntary transfer request initiated by an administrator must be preceded by a conference with the bargaining unit member. If the bargaining unit member agrees to move to the new position, it becomes a voluntary transfer. If the bargaining unit member does not agree to the move, the directive becomes an involuntary transfer and the bargaining unit member shall be given the opportunity to meet with his/her principal before the transfer is effective. If the bargaining unit member requests, the administrator will give the unit member the reason(s) for the involuntary transfer. The parties recognize that in order to meet the staffing needs of the District, it may be necessary to involuntarily transfer after notice to the bargaining unit member involved. The bargaining unit member may request a meeting with the Superintendent after meeting with the principal but may not refuse to accept the involuntary transfer.

   b. When an involuntary transfer is determined to be necessary during the school year because of a change in student enrollment, it shall be done by reverse seniority unless the Superintendent determines that extenuating circumstances exist. When involuntary transfers are done during the school year, the affected teacher shall be provided a three-day transition period without their regular duties before the transfer actually takes place. Upon request, the teacher shall be provided with boxes, and assistance with the physical transfer of the boxes from one location to the next.

4. Disposition of Request for Transfer

   The Superintendent shall notify each bargaining unit member involved of the disposition of a request for transfer and/or reassignment as soon as practicable.

5. Right to Representation

   The bargaining unit member shall have the right to be accompanied in any denial conference by a representative of the Association.

6. Exclusive Authority of Superintendent

   The Superintendent retains the exclusive authority to determine the assignment of staff.

ARTICLE 8
LEAVES

A. Sick Leave

1. Annual Allowance

   a. Fifteen (15) days sick leave shall be advanced annually to each unit member with the first pay of contract year.

   b. Unit members will be required to reimburse the district for any sick leave days advanced, when not enough days were worked to earn back the advanced days. Unit members will also be required to reimburse the district when a unit member's service to the district is terminated by the unit member or by the district and prior to any severance payments being made or final check released.

   c. If on approved unpaid leave in the preceding year, the unit member will not be credited the fifteen (15) sick days until he/she returns from the approved leave. Upon return, the advanced sick days will be prorated based upon the remaining days in the current contract year.

2. Accumulation and Increment

   Unit members shall accrue sick leave to a maximum of three hundred and five (305) days. The smallest increment in which sick leave can be taken is one-half (½) of a day.

3. Approved Sick Leave Use

   Absence without the loss of salary shall be for the following:

   a. personal illness.

   b. personal illness due to pregnancy as governed by Section E.

   c. injury.

   d. exposure to contagious disease which could be communicated to other employees or to school children.

   e. any absence due to illness, or injury, or death in the unit member's immediate family (Immediate family is defined as husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers- and sisters-in-law, domestic partner, or any person who

immediately preceding such illness or death has been a member of the unit member's household).

f. adoptive leave as governed by Section E.

g. if the Superintendent closes school, any unit member on sick leave shall not be charged for the days schools are closed.

4. Verifying Absence

Each bargaining unit member shall report his or her absence one (1) hour prior to the beginning of the contract day through AESOP or other District adopted absence reporting system. Absences reported less than one (1) hour prior to the beginning of the contract day must be reported to the building principal or designee. This must occur whether or not a substitute is needed.

5. Extended Illness Beyond Sick Leave Coverage

a. Any unit member whose illness extends beyond the limits of the accumulated sick leave may be granted, upon request, a leave of absence without pay for a period up to one (1) calendar year from the date of the request.

b. The Board shall continue to pay the unit member's hospitalization for this one (1) year period of time. Upon return from leave of absence, the Board shall make every effort to return the unit member to the same or comparable job held by the unit member prior to going on leave.

6. Sick Leave Transfer

The Sick Leave Transfer Committee shall be comprised of three bargaining unit members appointed by the HLEA President and follow the procedures outlined in Appendix G. Unit members will be eligible for sick leave transfer only in the case of catastrophic incidents, as determined by the committee. The HLEA will administer any transfers that take place under this section, and inform the Treasurer in writing of the individual(s) donating the days and receiving the days.

7. Sick Leave Verification

a. The Board may require a note from a physician or nurse practitioner to substantiate three (3) or more days of consecutive absence.

b. Bargaining unit members may use eight (8) sick leave days, as defined in Article 8, Section 3, without documentation from a physician or nurse practitioner per contract year. The Board may require a statement from a physician or nurse practitioner when absence exceeds eight (8) full days per school year. The bargaining unit member may provide documentation from a physician or nurse practitioner for any sick leave absence, as defined in Article 8, Section 3, throughout the contract year.

8. Sick Leave Abuse

Sick Leave Abuse shall be defined as misrepresentation of the actual reasons for charging an absence to sick leave. Sick leave abuse may result in disciplinary action.

Visual observation of an employee's activities while on sick leave, which indicates that he/she is not using sick leave properly; such as recreating or attending social functions.

Sick leave abuse may result in disciplinary, up to and including termination.

B. Personal Leave

1. All unit members may be granted three (3) days of leave per year without loss of salary. This leave may be used to transact personal business or attend to affairs of a personal nature, which cannot be done outside of the regular school day. The smallest increment in which personal leave can be taken is one-half (1/2) of a day.

2. Valid reasons for personal leave may include, but not be limited to the following: religious holidays, family obligations, such as graduations, weddings, or funerals.

3. When emergencies exist, a request may be submitted with less than twenty-four (24) hours notice, if the reason for such leave is stipulated.

4. Requests for single days of leave shall reach the Building Administrator's office at least twenty-four (24) hours prior to the requested date, if no reason for such leave is to be given.

5. Requests for two (2) or three (3) days of leave must state the reason for leave and be submitted three (3) days prior to date of leave, except in emergencies. No more than three (3) days can be used consecutively.

6. Personal leave may not be used for extension of school holidays or recesses (except in emergency cases), to provide a vacation for the employee, to be employed elsewhere, or to seek employment elsewhere. Any request during the last ten (10) days of the school year must stipulate the reasons for the leave.

7. No more than ten percent (10%) of the unit members in any one building shall be granted personal leave on the same day. Priority shall be determined on a first-come, first-serve basis. The Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist.

8. Up to two (2) unused personal leave days may be carried over into the following contract year, up to a maximum of five (5) total days per member at any one time. Days carried over to the following year will be considered to have been used for purposes of the stipend in Section 10, below.

9. Unit members who currently hold unused personal days at the end of the school year may roll over a maximum of three (3) personal days, which do not qualify for carry over as per Article 9.B.8 above, into their sick leave accumulation.

10. Unit members not using sick leave and/or personal days or portions thereof in a given contract year will earn a bonus according to the formula below. The member can then elect to have the earned bonus for the nonuse of sick leave and/or personal days rolled over as personal leave per Section 9 of this Agreement or the unit member will be granted a stipend according to the following schedule:

    Zero (0) days of personal and/or sick leave used - Two (2) days per diem pay
    One (1) day of personal and/or sick leave used - One (1) day per diem pay

    By June 1 each year, the member must provide notice to the Treasurer's office if he/she is electing to have the bonus in the form of personal leave rollover per number 9 of this Section above.

    *Donating up to two (2) day(s) of sick leave for Sick Leave Transfer does not constitute a use of sick leave and shall not be used as a way to deny rollover or payment under this provision of the Agreement.

11. Unit members who qualify for payment under this section shall receive payment no later than the second pay in July.

C. Court Leave

1. Jury Duty

Any unit member assigned jury duty shall be paid his/her salary for each regularly scheduled work day served as a juror. Compensation received for serving on jury duty exceeding actual cost of expenses shall be remitted to the Treasurer. Unit members assigned to serve on jury duty shall submit to the Treasurer official certification from the Clerk of Courts of the days assigned and the days served as a juror.

2. Compulsory Court Duty

   a. Any unit member subpoenaed to appear in court, except as indicated in Section (b) below, shall be paid his/her regular salary. Unit members subpoenaed to appear in court shall submit to the Treasurer a copy of the subpoena document. Compensation received exceeding the actual cost of expenses shall be remitted to the Treasurer.

   b. Unit members who are a party to a legal action, including divorce, are not eligible for court leave, and must use personal leave or unpaid leave, with the following exceptions:

      (1) Unit members are eligible for court leave if they are a party in an action related to their employment with the Board, as long as they are not suing the Board or an administrator.

      (2) Unit members are eligible for court leave if they are the defendant in an action and are determined to be not guilty or not at fault.

D. Sabbatical Leave

1. Unit members may be granted a leave of absence when such leave can be beneficial to the entire system as well as providing for important professional growth for the individual unit member.

2. The Board may approve leave for professional study or improvement for one to two semesters (one academic school year) with partial pay, within the regulations as set forth by ORC Section 3319.131 and the State Teachers' Retirement System (STRS) and under the following provisions:

   a. An applicant must have completed a minimum of five (5) years of service (year of service means at least one hundred twenty (120) days within a school year) in the District immediately preceding the professional leave and hold a standard certificate.

   b. The proposed program or purpose for leave must be approved in advance. Application, including an outline of the study program or proposals for professional improvement, shall be submitted by May 1 for

consideration for the following year or first semester, by December 1 for the second semester.

c. While on professional leave, a unit member will receive the difference between what he/she would have received for the year and the salary paid his/her substitute.

d. Partial pay shall not preclude the acceptance of fellowships or other stipends and sources of supplemental income by the unit member on leave.

e. In accepting a professional leave, a unit member retains all rights of tenure, retirement, insurance, etc., and automatic increases in salary as determined by the appropriate schedule as though teaching during the period of leave. At the expiration of leave the grantee shall be assigned to a position in the school system for which he/she is certificated/licensed and which best exemplifies his/her professional leave program growth and/or which is at least comparable to the position held immediately prior to leave.

f. The grantee is required to show satisfactory completion of the approved leave plan at the end of the leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.

g. The grantee is required to return to the District for one (1) year immediately following the leave or refund all salary benefits received from the Board during the leave. Such benefits would include hospitalization, retirement, insurance, and automatic salary increases.

E. Maternity, Paternity, Adoption and Child Care Leaves

1. Paid Maternity and / or Paternity Leave

A female bargaining unit member may take sick leave for up to six (6) weeks following the actual birth of the child. A female bargaining unit member can continue on sick leave beyond the six-week period only if there is a continuing medical problem, which prevents the member from being able to return to work. A female bargaining unit member who is pregnant may continue active employment as late into her pregnancy as approved by her attending physician, who upon request shall certify that she is able to properly perform her required duties.

Male bargaining unit members may take sick leave up to two (2) weeks following the actual birth of a child. In the event of illness of the child or the mother, male bargaining unit members may take accrued, regular sick leave.

2. Paid Adoption Leave

A bargaining unit member adopting a child between birth and enrollment in kindergarten may take sick leave for up to six (6) weeks following the actual adoption of the child. A bargaining unit member adopting a child of school age may take sick leave for up to three (3) weeks following the actual adoption of the child. A bargaining unit member can continue on sick leave beyond the six-week period or three-week period only if there is a continuing medical problem with the child, which prevents the member from being able to return to work.

Prior to the actual adoption of a child, a bargaining unit member may request and will be granted paid leave up to twenty (20) consecutive school days for the adoption process. Requests must be submitted in writing with supporting documentation.

Only one parent, if the spouse is also employed by the Board, is eligible for adoption leave.

3. Unpaid Leave

Bargaining unit members who do not have enough accumulated sick leave to take them through the maternity or adoption leave period may request and shall be granted unpaid leave through the end of the maternity or adoption period. Unpaid leave may also be used for the period prior to the birth of the child if the female bargaining unit member is unable to perform her duties and does not have enough accumulated sick leave to cover her absence.

4. Child Care Leave

If a unit member desires to stay home with his/her child following the paid leave period after the birth, he/she may request and shall be granted an unpaid leave of absence for child care purposes. The paid leave period is defined in E 1 and/or E 2 above. Child care leave may be requested for the remainder of that semester or school year, and for the succeeding school year. Unit members requesting the succeeding school year for child care leave shall make such request no later than April 15 in keeping with the provisions of Article 7 Section A.1 and must take the entire year as a leave of absence. Child care leave cannot end at any time other than the end of a semester unless written permission is granted by the Superintendent due to exceptional circumstances. If leave is granted for one (1) school year or less, then the unit member shall be guaranteed the right to return to the position held prior to the granting of such leave. If leave is granted for more than one (1) school year, then the unit member shall be guaranteed the right to a position in the District for which the unit member is certificated.

Unit members who are granted unpaid leave must pay the "total" insurance premium (total premium includes the employee and Board share) if they wish to retain insurance coverage.

5. Notices

The unit member must inform the Superintendent of the beginning and ending dates of her absence from work as far in advance as possible, but no later than ninety (90) days prior to the anticipated date of birth. A unit member who is on unpaid child care leave must notify the Superintendent at least thirty (30) days prior to the expiration of such leave of her intention to return to work following the expiration of the leave if such leave expires at the end of the first semester. Otherwise, the unit member must notify the Superintendent no later than April 15 of the unit member's intention to return to work at the beginning of the succeeding school year.

6. Return to Work Following Approved Child Care Leave

Failure to return to work from approved child care leave, on the designated day, shall serve as a resignation and allow the district to place a regular teacher into the vacant position.

F. Military Leave

1. Military Service

A unit member who leaves his/her position to serve in the armed service of the United States, as defined by law (ORC Section 3319.14), shall be considered to be on special leave of absence, and he/she shall be entitled to return to the service of the District under the terms of pertinent statutes, except that said unit member must return to service with the school before one (1) year has elapsed from date of discharge. Upon such return the unit member shall be returned to service in the schools without loss of professional or financial status.

2. Service and Reserve Units and National Guard

Any unit member shall, at any time, upon application, be granted a leave of absence without loss of pay for military service not to exceed thirty-one (31) (school) days in one (1) calendar year as specified in ORC Section 5923.05.

G. Extended Leave of Absence

1. The Board may grant a leave of absence for one (1) school year without pay to unit members for personal health reasons or for professional educational

training. A leave of absence without pay for one (1) year will not be granted for personal reasons.

2. Requests for a year's leave of absence without pay for personal health reasons will be supported by appropriate medical evidence. Such evidence shall be in writing as submitted by the attending physician and will include diagnosis and the expected length of disability.

3. Unit members elected to an office of a state or national professional education organization may be granted a full year's leave of absence without pay. All provisions of this section shall apply to this type of extended leave.

4. Requests for a year's leave of absence without pay for professional educational training will be supported by appropriate documentation from the registrar's office of the institute of higher learning.

5. Unit members shall submit their request for an extended leave of absence without pay to the Superintendent no later than June 1 preceding the school year in which the leave may be granted. An extended leave of absence for personal health/ professional educational training shall, if granted, be for the entire school year so as to not interfere with the instructional school year for students.

6. Unit members may continue insurance coverage with the Board at the unit member's personal expense (total premium includes the employee and Board share) and any portion of an advanced premium paid by the Board will be deducted from the unit member's last pay check prior to the beginning of the leave.

7. If leave is granted for one (1) school year or less, then the unit member shall be guaranteed the right to return to the position held prior to the granting of such leave. If leave is granted for more than one (1) school year, then the unit member shall be guaranteed the right to a position in the District for which the unit member is certificated/licensed.

8. Failure to return to duty following the expiration of an extended leave of absence shall be considered as termination of contract.

H. Supplemental Family Medical Leave

As a supplement to leave under Section E or Section G and in addition to leave under Section A, an employee may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child or the placement of an adoption or foster care child with the employee or for care of a spouse, child or parent who has a serious health condition. Such leave shall be taken in accordance with the provisions of the Family and Medical Leave Act (FMLA).

During such leave the employee will be entitled to continuation of health care benefits with the same level of Board compensation as exists during work time. All paid leave under Section A must be exhausted prior to use of family medical leave. To the extent an employee receives pay under Section A, such time in pay status shall not be credited against the twelve (12) week leave period of family medical leave. Leave under Sections E and G shall run concurrently with family medical leave. For purposes of this Section, the prior twelve (12) month period is on a rolling basis. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave is (12) twelve weeks for the couple for the birth or placement of a child. This policy does not limit, extend, or enlarge the time for leave for which an employee is otherwise eligible under Section E or Section G.

I. Uncompensated Leave

Uncompensated leave may be granted to a bargaining unit member at the discretion of the Superintendent or designee.

ARTICLE 9
PROFESSIONAL GROWTH/CONFERENCES

The Board of Education believes that professional growth and staff development is an important facet in the improvements of its staff, and recognizes the fact that a professional growth plan is a necessity if the school district is to enhance instruction and increase student achievement. To this end professional growth is encouraged.

A. In-Service

Staff In-Service is conducted regularly. It is the goal of the District to actively engage the staff in meaningful professional development, which directly relates to the Building and District Improvement/Action Plans and encourages understanding of Outcomes as related to the required Ohio Department of Education Academic Content Standards. The District Administration will provide direction in these areas, as well as utilize outside facilitators and the expertise within the staff to train teachers in current educational concepts, which are vital to professional development.

B. Conferences

1. The Board of Education will pay reasonable expenses for its employees whose requests have been approved to attend educational meetings, workshops, seminars, and conferences. In some instances attendance at conferences will be approved with less than full payment of expenses.

2. Applications shall be submitted at least thirty (30) days prior to the date of any professional meeting. Such application shall contain a statement as to the purpose of the request and the specific nature of the meeting.

3. An employee attending an educational meeting shall receive regular pay for the days absent from regular duties if such attendance has been approved by the administration.

4. Approval shall be granted, without an expense allowance, for unit members serving in an official capacity to Association representative assemblies in the representational proportion as allowed by the NEA, OEA and District OEA. The Association will provide, upon receipt, notification of delegate allotment for the HLEA.

5. Reimbursement will be made for fully itemized expenses presented to the Treasurer's office. In this itemized statement, it shall be noted whether the person received money for expenses or professional services from other sources. This amount will be deducted from this itemized statement of expenses.

6. Fully itemized items shall not exceed $50.00 per diem for meals, $100.00 per diem for lodging when meals are not provided with the conference registration and only when an overnight stay is required, and mileage as per District policy along with registration fees as determined by the sponsoring agency.

7. Upon returning from the meeting, the person attending shall:

   a. Prepare a written report of the meeting and its significance to the individual's professional improvement and/or the school system. Copies of such report shall be submitted to the building principal, Superintendent, and the Board within two (2) weeks after the meeting.

   b. Upon request of the building principal or the Superintendent, the person attending a meeting shall present an oral report at a faculty meeting held in his/her building and such other faculty meetings as may be requested.

   c. Upon request present an oral report to the Board.

8. When there is more than one application for attendance at any particular conference, seminar, workshop, assembly, or other professional improvement session, consideration shall be given to District-wide representation in approving or disapproving applications.

ARTICLE 10
PAY PERIODS AND PAYROLL DEDUCTIONS

A. The Board agrees to provide its unit members with a bi-weekly pay period plan and to make payroll deductions for professional dues, group health insurance, approved supplemental group health insurance, tax sheltered annuities, the Fund for Children and Public Education (FCPE), United Way, and the Franklin County Credit Union. Payroll deductions approved pursuant to this Article will be made uniformly and equally with the provision there will be no optional payroll deduction for any reason from the third check of any one month. To be eligible for payroll deduction at least five (5) unit members must have requested payroll deduction at the time of the initial request.

B. Each unit member will have his or her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearinghouse system. Members desiring to change financial institutions must allow no less than two (2) weeks notification prior to such change being implemented.

C. Paychecks will be direct deposited every other Friday. No unit member can be paid before regular services are rendered.

D. A calendar of pay dates will be posted on the District Ranger Connection by August 1 of each year.

E. Professional dues will be deducted in equal amounts from its inception with the provision there will be no optional payroll deduction from the third check in any one month.

F. During the summer break, unit members under contract will receive their Direct Deposit Notice via mail if requested.

G. The Board agrees to promptly remit all deductions monthly no later than the fifth working day of the month following the collection of any payroll deductions of the preceding month. Organizations must submit the necessary invoices in order that the Treasurer may transmit deductions to their proper source.

H. Compensation for additional duties beyond the regular teaching duties shall be paid in a lump sum in the employee's regular bi-weekly paycheck, following the appropriate filing of the "Request for Payment" form to be filed following the completion of duties. The "Request for Payment" form shall be provided by the Treasurer's Office.

I. If necessary to accommodate the school calendar, there may be a three (3) week period between the last check received in August and the first check in September.

The base salary for the 2015 – 2016 school year shall be $39,068.

The base salary for the 2016 – 2017 school year shall be $39,849.
The base salary for the 2017 – 2018 school year shall be $40,646.

The salary increase for the 2015-2016 school year shall be retroactive.

For the 2015-2016 school year, each year of additional experience in the District above 15 years qualifies for an additional longevity increment of $810. Thereafter, each year of additional experience in the District above 15 years qualifies for an additional longevity increment of $870

J. Payroll Deduction of Fair Share Fee

1. The following provision applies to all bargaining unit members who are not Association members.

   a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Hamilton Local Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

   b. The Association shall notify the Treasurer of the Board by December 1 of the names of any bargaining unit members who elect not to be members of the Association in order that fair share fees can be processed.

2. Notification of the Amount of Fair Share Fee

   Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about December 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association in the same manner as Association dues.

3. Schedule of Fair Share Fee Deductions

   a. All Fair Share Fee Payers

      Payroll deduction of such fair share fee shall commence on the first pay date which occurs on or after January 15 annually or on or after the 60th work day for a new employee, whichever is later, and ending with the second pay period in August.

b. Upon Termination of Membership During the Membership Year

The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09 (C) and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to ORC Section 4117.09(C).

8. Indemnification

The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of, or connected with the imposition, determination, collection of service fees, to indemnify the Board for any liability incurred as a result of any such suit, claim, or administrative proceeding, including attorney fees and court costs. The Association shall only be responsible for reimbursing attorney fee costs for an attorney selected by the Association to represent the Board in such proceeding unless the attorney determines there is a conflict and then the Board may select its own attorney. Should the Board be determined to be at fault because of its failure

to comply with the procedures of this Agreement, the Association will not cover any of the Board's costs. Should the Board not be found at fault, then the Association will reimburse the Board for any attorney costs associated with the "conflicted" issue indicated above. Nothing in this paragraph precludes the Board from selecting and paying its own attorney in addition to Association counsel indicated above.

ARTICLE 11
INSURANCE

A. Coverage

1. A Preferred Provider Option (PPO) insurance plan.

2. Dental insurance — at plan coverage in effect as of January 1, 1992.

3. Life Insurance - $35,000 per employee.

4. A copy of the insurance plan shall be included by reference as a part of this Agreement.

5. Vision Insurance – Bargaining unit members can elect to participate in a group vision plan at their own expense and at no cost to the Board. The Insurance Committee shall review carriers and plans in the first year of the contract and select a carrier for implementation in the second year of the contract.

B. Contributions

1. The Board of Education will make monthly premium payments of up to sixty dollars ($60.00) for dental insurance.

2. The Board's contribution toward the PPO will be the same amount as the Board was contributing on July 1, 1999 plus 80% of the increase in premium costs for each year of the contract. The difference between the premium and Board's contribution shall be paid by the employee via payroll deduction. The employee will continue to pay the premium amount for single and family coverage that was in effect on July 1, 1999 as well as 20% of any increase in premium cost for each year of the contract.

C. COBRA

Any eligible employee who ends employment and/or loses health benefit coverage through the District may purchase the same health benefit coverage available to employees according to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or policies established by the insurer and/or the reinsurer of the District health benefits.

D. Insurance Committee

1. With the effective date of this Agreement, an insurance committee will be developed consisting of three (3) bargaining unit members, selected by the Association, the school District treasurer, and two (2) administrators. Non-voting, ex-officio members of the committee will be the Association Labor Relations Consultant and the Board's legal counsel. Any coverage changes recommended by the committee are subject to approval of the Board and the Association.

2. The Insurance Committee will be responsible for selecting the Section 125 Plan Third Party Administrator (TPA).

ARTICLE 12
SEVERANCE PAY

A. All unit members upon retirement from service with the District shall be granted thirty percent (30%) of their accumulated but unused sick leave up to two hundred eighty (280) days, not to exceed seventy (70) days (even if the calculation above comes to more than seventy (70) days).

B. Payment for such leave on this basis shall be considered to eliminate all sick leave credit accrued by the unit member at the time of retirement. Such payment shall be made only once to any unit member.

C. Severance pay shall be paid to the retired bargaining unit member no later than the second pay in July of the year of retirement.

D. Upon the death of a unit member who is already eligible for STRS retirement, the Treasurer shall pay to the member's estate the amount that would have been due to the member pursuant to Sections A and B above.

ARTICLE 13
WORKING FACILITIES

The Board and the Association recognize the necessity of a clean, healthful, safe, and well-equipped environment in which teaching duties are to be performed.

A. Teacher Facilities

1. Clean, safe, well-lit and adequately ventilated classrooms of adequate size to accommodate the number of students and the type of class being conducted. Every reasonable effort will be made to appropriately regulate classroom temperatures. No student shall be assigned to a classroom unless a seat (desk) is available.

2. Well-lighted and clean restrooms for unit members.

3. Each unit member shall be provided a lockable space where he/she may safely store instructional materials, personal belongings and supplies.

4. A serviceable desk and chair for unit member use in each classroom.

5. A unit member work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

6. Not less than one appropriately furnished room per building to be reserved for the exclusive use of unit members as a faculty workroom.

7. Non-Smoking Policy - There shall be a twenty-four (24) hour a day smoking prohibition in all buildings.

8. Dry erase board space in every classroom appropriate for the grade level and/or subjects being taught therein.

9. A parking space, convenient to the area of the building in which the unit member is to perform his/her duty, shall be available.

10. Office phones and phone lines will be made available for use by unit members.

    a. No long distance phone calls will be made unless charged to a home number, reversing charges, credit card, or cleared through administrative channels.

    b. Calls will be considered private and at least one phone shall be in a place where privacy can be assured.

c. Calls will be kept to a minimum length of time.

B. Instructional Materials

The Board recognizes that approved texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees to make available in each school:

1. Word processing and duplicating equipment.

2. A teacher's edition, if published, and student's edition, exclusively for each unit member's use, of all basic texts used in each of the courses he/she is to teach. Said texts will be included in those items which are a part of the unit member's annual checkout procedure as required by the building administration.

   The unit member shall be provided appropriate adaptive materials for students functioning above or below grade level.

3. Basic office supplies such as but not limited to pencils, copier paper, dry erase markers, file folders; instructional supplies such as but not limited to handwriting paper, construction paper, sentence strips, chart paper; and other supplies to maintain district supplied equipment.

4. The Board will establish procedures for unit members to requisition supplies and materials, which shall include provisions whereby the unit member may be advised as to the disposition of the requisition.

ARTICLE 14
SCHOOL DAY

A. The Board and Association agree that the school day shall provide adequate time to insure a quality educational program for the students, unit members, and parents.

B. The regular school day for all unit members shall normally be seven and one-half (7½) hours or not less than four hundred fifty (450) continuous minutes in addition to such time as shall be required to attend contractually provided after-school activities.

C. Unit members' duty day shall be in accordance with the day schedule established for the building to which they are assigned.

D. Unit members shall be required to remain after the end of the regular work day not more than twelve (12) staff meetings per school year of not more than one (1) hour duration. All such meetings will begin no later than fifteen (15) minutes after the student dismissal time. Unit members shall be notified of all such meetings no later than twenty-four (24) hours prior to said meeting, unless an emergency situation arises as determined by the Administration. Attendance at all other staff meetings other than during the regular school day will be at the option of the individual unit member, unless an emergency nature as determined by the Superintendent or the building principal.

E. Unit members are expected to be in attendance for planned in-service meetings, in addition to the above.

F. Of the four hundred fifty (450) minutes in the regular school day, all unit members shall have a duty free lunch period of no less than thirty (30) continuous minutes. In the elementary schools there shall be three (3) extra duty stipends available in each building for lunchroom supervision in the amount of $800 per semester awarded to a unit member(s) who voluntarily give(s) up the thirty (30) minute duty free lunch. This stipend may be shared by two or more bargaining unit members for prorated extra duty pay. One lunchroom aide for each elementary school shall be hired to cover all of the lunch periods in the elementary building. The lunchroom aide shall be under the supervision of the extra duty contracted teacher. In the event that all elementary lunch room extra duty stipends cannot be filled, an alternative schedule will be developed by the administration in order to provide adequate supervision of students. In this case, supplemental pay shall not be provided.

G. Unit members within a departmentalized system in the High School and Middle School shall have a conference/planning period each day of one regular teaching period.

H. Unit members at the intermediate building shall be provided a minimum 45 minute lunch/recess (30 minute duty free lunch with 15 minute duty free planning/conference time) and an additional 40-45 minute planning time daily, when pupils are under the supervision of special area unit teachers.

I. Elementary unit members will have at least one (1) daily conference/planning period of no less than thirty (30) continuous minutes within the regular school day for unit members. In addition, unit members in grades kindergarten through three shall have available blocks of time for conference/planning. However, such teachers will have one thirty (30) minute playground supervision duty per week, on a rotation basis.

Unit members teaching in pre-school will have at least thirty (30) continuous minutes planning time before or after students arrive in the morning or leave in the afternoon.

Unit members in half-day pre-school will have at least sixty (60) continuous minutes during the student day for lunch and planning, thirty (30) continuous minutes duty-free minutes of which shall be lunch. Unit members in the half-day pre-school will have twenty-five (25) continuous minutes of duty-free time at the end of the school day.

Unit members in the full-day pre-school will have at least thirty (30) continuous minutes duty-free time for lunch. Unit members in the full-day pre-school shall have sixty (60) continuous minutes duty-free time during the student day. At the end of the pre-school day, the unit members can be assigned a twenty-five (25) minute duty.

J. Regular elementary and intermediate unit members shall have no duties during the lunch period for their grade level.

K. Conference/planning time is provided at all grade levels, 1-12, for the purpose of providing unit members with time to give individual assistance to pupils where needed, hold conferences with parents, prepare lesson plans, review areas for in-service growth with administrative personnel, in-service activities and other similar professional activities. Such activities shall be planned daily by the classroom teacher, and where deemed necessary, with or by the building or District administration.

L. Unit members within a departmentalized system in the High School and the Middle School will not be assigned to teach in subject matter areas in which they do not hold a valid teaching certificate issued by the Ohio Department of Education (ODE). Every effort will be made to limit the number of teaching preparations within the guidelines of current curriculum practices.

M. Alleged inequities as to conference/planning time for unit members in grades one through three within a particular grade level at a building shall be brought to the attention of the administration, and if not satisfactorily resolved thereby, shall be the proper subject of a grievance. Further, the Board agrees to reduce, insofar as possible, inequities which may occur between buildings at a particular grade level.

N. Conference/planning time shall not run concurrently with duty-free lunch time.

O. All special unit members shall have schedules which provide for conference/planning time. Every reasonable effort will be made to provide equitable time with other unit members in the same building.

P. High school department heads, middle school department heads and intermediate school team leaders, and elementary grade level chairs, as they are created and approved by the administration and the Board, shall either be assigned one less student supervision period than the normal unit member, or shall be issued a supplemental contract, at the option of the Board. Positions issued a supplemental contract shall be filled in the same manner as all other supplementals. A student supervision period means any period during which a unit member is responsible for teaching and supervision of students.

Q. Unit members will be paid at the hourly tutor rate for curriculum meetings, kindergarten screenings, and meetings required by the administration other than those meetings required by this contract.

R. Elementary and intermediate unit members' schools are requested to attend all PTA/PTO meetings and shall attend such meetings when the class to which they are assigned is a part of the PTA/PTO program.

All unit members shall attend open house meetings at their assigned schools as they are scheduled by the administration and which shall not exceed two (2) per year. If unit members are required to attend Open House, the attendance at each Open House shall take the place of one of the four (4) one-half days of student dismissal for the purpose of parent-teacher conferences as outlined in Article 15 C 4.

S. Unit members will not be assigned to substitute during their conference/planning time more than twice per semester. Nothing in these provisions shall prohibit unit members from assisting each other.

ARTICLE 15
SCHOOL YEAR AND CALENDAR

A. The Association and the Board recognize that the school calendar is a concern of employees, students, parents, and the community. The Association may submit up to two (2) calendars for Board consideration, at least thirty (30) days prior to the adoption date, in each year in which the Board will be adopting a calendar. Each proposed calendar may be for up to a two (2) year period. The Association President or designee shall be provided the opportunity to make a presentation to the Board regarding its proposed calendar(s).

B. The Board may consider input from any source prior to adoption of the official calendar. After complying with the procedures contained in Section A above, the Board has the right to adopt the official calendar as it sees fit at any time following the Association presentation. The calendar may be for up to a two-year period.

C. Guidelines for development of a school calendar should include, but not necessarily be limited to:

1. Date unit members will report for duty.

2. Date school year for unit members shall end.

3. Unit members shall be on duty for no more than one hundred eighty-five (185) days in the school year, with the exception of those unit members with additional days of extended service.

4. The school calendar shall include the equivalent of four (4) one-half days of student dismissal for the purpose of parent-teacher conferences and up to two (2) days for professional meetings for unit members as provided in ORC Section 3313.48 . Scheduling of parent-teacher conference days need not be in the same manner nor on the same dates in all buildings.

5. The calendar year shall show an opening and closing day for both students and unit members, holidays, recesses, workshop and/or conference dates, release time dates for parent/teacher conferences and professional meeting dates (Central OEA/NEA, Inc. and local in-service meetings).

6. Extended service limited contracts will be issued no later than June 1st for the following contract year. Unit members on extended service shall spend these extended service days prior to the opening day in August/September or past the closing date in May/June as specified in the limited contract issued for that assignment.

7. In case of emergency of any kind, the Superintendent reserves the right under provisions of ORC Section 3317.01 to alter the school calendar to protect the welfare of pupils, unit members and parents of the District. Unit members shall not be required to report to work on days when schools are closed due to weather or other public calamity. Unit members shall not be paid both for such days when schools are closed and on any days when school is made up.

ARTICLE 16
CLASS SIZE

A. It is recognized by the Board and the Association that class size is a reasoned criterion as prescribed in the Minimum Standards adopted by ODE.

B. The Board pledges that planning, primarily as to the utilization of facilities and personnel, shall be directed toward attaining and maintaining these new State Standards. Every effort will be made to provide and maintain class size which is appropriate for the type and age of pupils, the subject being taught, and the classroom which is to be used.

C. Every reasonable effort will be made to maintain a ratio of unit members to pupils on a District-wide basis of at least one (1) full-time equivalent classroom unit member per twenty-five (25) pupils in average daily membership.

D. Every reasonable effort will be made to maintain a ratio of unit members to pupils in kindergarten through third grade on a District-wide basis of at least one (1) full-time equivalent classroom unit member per twenty-five (25) pupils in average daily membership.

E. Every reasonable effort will be made to maintain a minimum of five (5) full-time equivalent service personnel on a District-wide basis for each one thousand (1,000) pupils in average daily membership.

F. The Board of Education and the Association recognize that class size must be established in relationship to the availability of appropriate physical space and adequate financial resources.

G. Equitable class size shall be maintained within grade levels, within an elementary/ intermediate building, and/or between comparable courses in the Middle School or High School. Furthermore, it is recognized by the Board and the Association that class size and student load in the Hamilton Township High School, based upon standards prescribed by the AdvancED Accreditation, are reasonable goals.

ARTICLE 17
CREDIT FLEXIBILITY

The purpose of Credit Flexibility is to offer students a variety of learning opportunities either within or outside of the traditional classroom.

If a student is enrolled in Option C and the unit member's job duties are required to be completed outside of the teacher's regular contract day and are in addition to a regular, full-time teaching assignment, the teacher shall be compensated as follows:

Step BA 0 not to exceed twenty (20) hours

The teacher of record shall determine final credit, except for students utilizing Option B, the test out provision.

Credit Flexibility courses are for credits.

Credit Flexibility is not a means to eliminate existing courses offered in the regular classrooms.

Teaching experience in the desired content area is preferred, and for core academic subjects, a teacher must be highly qualified (HQT). The two exceptions are if a student is enrolled in online coursework for Option C, or if a student is enrolled in an interactive distance learning course, the teacher need not be HQT.

Core academic subjects as outlined by ODE include the following: English, language arts, reading, science, mathematics, arts (dance, music, drama, visual arts), foreign language, government and civics, history, economics, and geography.

ARTICLE 18
STUDENT DISCIPLINE

A. The Board of Education and the Association agree that effective pupil control and discipline is prerequisite to effective teaching and learning. The staff and administration shall be responsible to handle and correct the behavior of any student who disregards school rules and regulations.

B. Any pupil who is dismissed for disciplinary reasons from a classroom or teaching station shall be directed immediately to the appropriate school administrator.

C. Any unit member who refers a pupil to a school administrator for disciplinary action shall, that same day, submit a discipline referral report to the school administrator in charge of discipline. One of the copies shall be placed in the pupil's file and one copy shall remain in the principal's office. This report shall include a statement of facts, a summary of the historical conditions preceding the event which resulted in disciplinary action, the steps taken by the unit member to remediate the perceived problem and to motivate the student involved, and a statement describing the disciplinary steps taken by the unit member before referral to the school administrator.

D. Administrators and unit members shall assume responsibility for the education and control of the student body, both in and out of the classroom. It shall be the responsibility of administrators and the unit member to see that all school rules and regulations are adhered to during the school day and/or when officially associated with an authorized school function.

E. The Board, through the chief administrator, shall instruct the building principals and all other personnel to offer full support and cooperation in an effort to insure compliance to all school regulations.

F. In the event the regulations are being ignored by any party, such regulations shall be evaluated. If found to be sound, immediate compliance shall be stressed to all parties. However, if found to be obsolete or otherwise unsound, it shall be immediately withdrawn from operation.

G. Building level discipline committees will be established in each of the District's schools. Said committees shall consist of an administrator and one teacher from each house/team, two special teachers, and one special education teacher in grades K-8 and each department in grades 9-12 as selected by the building teaching staff. Other members may be added as deemed necessary by the Committee. The committee shall review/revise the building's discipline plan. The committee's responsibilities shall also include: review of the building administrator's discipline logs, review of classroom management concerns, discussion of problem areas, and recommendations for building level professional development activities related to improvement in classroom management/student discipline.

The committee shall meet as deemed necessary. Any recommendations developed by the committee(s) may be presented to the Superintendent and the Board of Education.

ARTICLE 19
COMPENSATION FOR DEFERRED CONFERENCE/PLANNING TIME

A. The purpose of this policy establishes guidelines which insure minimal interruption of the educational process for students when unit members are absent from their normal teaching duties and assignments. When unit members are assigned by their building principals to perform teaching duties during their normal conference/planning time or required to absorb additional students into their class, unit members will be compensated in an equitable manner.

B. Conference/planning time in the elementary and intermediate grades means those blocks of time when special area unit members are assigned to teach in self-contained classrooms. In a departmental or secondary setting, conference/planning time is that period designated on the unit member's master schedule as the conference/planning period.

C. The following guidelines will apply to administer this type of compensation:

1. Each building principal will first attempt to secure substitute teachers for all classroom teachers, special area teachers, and intervention specialists who are absent from their assignments. Assignments of additional students to unit members will be made as a last resort to provide the most educationally sound solution to the absence of the regular classroom unit member.

2. Unit members who receive deferred conference/planning time compensation or absorption will verify on the proper form from the Treasurer's office that they had extended a normal school day by the equivalent amount of deferred conference/planning time before they receive such compensation (time to be made up, on or off school premises, at discretion of unit member). A deferred conference/planning time compensation form must be submitted electronically to and approved by the building principal.

3. Unit members assigned to a building where absorption of additional students into the unit member's classroom occurs shall receive compensation of two-hundred fifty dollars ($250.00) on the second paycheck each December. This payment will compensate unit members for the first ten (10) occurrences of absorbing students.

   Unit members who are assigned additional students to be absorbed into their regular classes shall be compensated at the current rate as per Section 5 below, starting with the eleventh (11th) time each year that the member absorbs additional students. The first ten (10) occurrences per member of absorption each year will not be eligible for this additional compensation. Such compensation shall be prorated, based upon the portion of the day and portion of the class being absorbed. Unit members must submit an electronic

Absorption Compensation form via Ranger Connection to the building principal to receive pay.

4. Compensation for conference/planning blocks of time shall be reimbursed based upon the hourly rate at the fifth step of the B.A. degree level.

5. Unit members will not be assigned to substitute during their conference/planning time more than twice per semester unless the building principal declares that an emergency exists. Nothing in these provisions shall prohibit unit members from assisting each other; however, unit members will be reimbursed as per number 5 of this Article for all assigned substitutes or absorption.

ARTICLE 20
REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of teaching positions under ORC Section 3319.17 or for financial reasons, the following procedures shall apply:

A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

1. All unit members will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority. For the duration of this agreement, all unit members will be deemed to have comparable evaluations for the purpose of RIF.

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

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

   b. If two or more unit members have the same length of continuous service, seniority will be determined by:

      - the date of the Board meeting at which the unit member was hired, and then by;

      - the date the unit member signed his/her initial employment contract in the District, and then by;

      - the initial date of the personal interview.

3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on a seniority list for another area of certification.

4. The Board recognizes teaching fields as determined by the ODE, Division of Certification.

B. The names of unit members whose contracts are suspended in a reduction in force will be placed on a recall list during the duration of this contract from the date of the reduction. Unit members on the recall list will have the following privileges:

1. No new teachers will be employed by the Board while there are unit members on the recall list who are certificated for the vacancy.

2. Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all unit members on the recall list who are qualified according to these provisions. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any unit member who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as one enjoyed at the time of layoff.

5. Suspended unit members may elect to pay the total premium for group life, hospitalization, and other group insurance benefits pursuant to the applicable COBRA regulations.

C. The Board retains the right to employ the number of unit members it deems necessary in order to provide the best instructional program on behalf of the school district and the community it represents.

D. If an employee has been laid off and bumps into an area in which he/she has not taught in the recent past, the administration and the employee will work together to make sure that the employee obtains whatever instruction may be necessary in order to bring the employee up to speed in the new teaching area. If an employee takes a course(s) pursuant to this section that is agreed upon by the employee and the administration, the administration will pay for that course(s).

E. The parties agree that these procedures apply only to the suspension of contracts under ORC Section 3319.17 or for financial reasons. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE 21
ASSAULT LEAVE

A. The Board shall grant up to fifteen (15) consecutive days of paid assault leave due to injury or illness resulting from a physical assault on a unit member which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

1. The unit member's conduct was within the bounds of general standards of professional behavior;

2. The building administrator or other appropriate administrator is notified as soon as possible of the occurrence;

3. The unit member submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below;

4. The unit member provides a physician's statement describing the duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by a Board physician;

5. In the event the foregoing conditions are satisfied, none of the first fifteen (15) days of absence resulting from such occurrence shall be deducted from the unit member's accumulated sick leave or personal leave;

6. Worker's Compensation cannot be received simultaneously with sick leave and assault leave benefits. Salary benefits received from Worker's Compensation while receiving sick leave and assault leave benefits shall be remitted to the Treasurer.

ARTICLE 22
PARENTAL COMPLAINT PROCEDURE

A. When a complaint is made to the Board or any of its members or administrators concerning a unit member's conduct or other activities that relate to the unit member's employment duties and the concern is thought to be serious enough to become a matter of record or be reflected in the bargaining unit member's evaluation, the unit member shall be informed of the stated concern by the appropriate administrator within five (5) days. The appropriate administrator and unit member shall attempt to resolve the party's complaint.

B. When a principal or administrator finds it necessary to make a notation in a unit member's file, which reflects adversely upon a unit member, the unit member will be offered an opportunity to read such notation. The unit member will acknowledge having read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The unit member shall also have the right to answer such notation and said answer shall be attached to the file copy. Upon request of the unit member, notations will be destroyed after three (3) years if no disciplinary action has been taken concerning the complaint, and the notation is untimely, incomplete, inaccurate, or irrelevant.

C. Should the complaining party still not be satisfied and take the concern to the Board, the unit member shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such complaint be grounds for action or reprimand or discipline against a unit member without the unit member having prior notice that would allow the unit member to attempt to resolve the concern or provide information on the issue to the administration.

ARTICLE 23
PROFESSIONAL AND ACADEMIC FREEDOM

A. It is recognized by the Board and the Association that academic freedom is a student and individual bargaining unit member right and that such freedom is granted to students and unit members by the District in order that they may study, investigate, and interpret concepts when pursuing Academic Content Standards for the State of Ohio.

B. The unit member shall ensure that all teaching methods and strategies are consistent with the approved Academic Content Standards for the State of Ohio course content. Unit members shall ensure that teaching methods match the needs of the learner and remain within the scope of the Academic Content Standards for the State of Ohio. The Board agrees that it shall guarantee the Constitutional rights of unit members and students within the compliance of this policy.

C. In the event that a bargaining unit member's written grade or written grade level assignment recommendation is changed, the bargaining unit member will be notified of the change by the unit member's principal. The Board will defend and indemnify any bargaining unit member subjected to suit as the result of a grade or grade level assignment contrary to the member's recommendation.

ARTICLE 24
BEGINNING TEACHER PROGRAM

A program for beginning teachers will be established to reflect current requirements for licensure.

ARTICLE 25
ASSOCIATION PRIVILEGES

A. Building representatives of the Association in each building may use the designated bulletin board space as approved by the building principal to post notices for Association concerns. Such notices shall be limited to the following:

1. Association meetings.

2. Association elections and appointments.

3. Results of Association elections.

4. Recreational and social events of the Association.

5. General communications relevant to the Association.

The building principal and Superintendent will direct building representatives to remove inappropriate materials from bulletin boards.

B. Representatives of the Association, with prior approval from the building principals, may make announcements during school faculty meetings either at the beginning or ending of such meetings.

C. Representatives may make announcements over the building public address system before and after the student day with the approval of the building principal.

D. The Association President shall receive notice of any scheduled Board meetings and will receive the agenda of regularly scheduled meetings at the same time as the members of the Board of Education.

E. Any employee of the teaching staff may request to speak to the Board in compliance with Board policy governing addressing the Board in public session.

F. Personnel directories, which includes the telephone number for the administrators' District-provided cell phone number, will be published on the District Ranger Connection.

G. The President of the Association may, upon notification to and approval by the Superintendent, address unit members during staff development days at the beginning of each school year.

H. The Association building representative, with the prior approval of the building principal, may use individual school equipment. The Association will have the right to use school buildings at reasonable times for meetings provided prior approval is received from the building principal. All equipment will be checked as to condition by the building principal prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace at pro-rated market value. Supplies in connection with such equipment will be paid for by the Association.

I. The Association may place organization identification on the mailboxes of Association members and place communiqués within them.

J. Negotiation meetings shall normally be scheduled on other than school time. However, if by mutual agreement, negotiations are scheduled on school time, unit members shall be released from their duties without loss of pay.

K. The President and/or designee of the Association may visit the schools of the District before and after his/her normal unit member duty day, and during his/her duty free lunch.

L. Association building representatives may call building meetings of the Association members assigned to the building before or after the normal student day, as long as said meetings do not conflict with the regularly scheduled unit member duties.

M. Professional dues will be deducted in equal amounts as specified in the policy on pay periods, and the Association is responsible for supplying the proper form for authorization. Authorization and membership may continue from year to year unless an Association member notifies the Treasurer of the Board and the Association Treasurer by September 20 of any given school year to discontinue such deduction and membership. Such authorization shall be effective with the first pay period after receipt of the authorization by the Treasurer.

N. The Board and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the right of employees to refuse to form, join and participate in such activities. When a refusal is registered by an employee, the Association shall not coerce an employee to join, participate in the activities of the organization, or to pay dues to the organization.

O. There will be no reprisals of any kind by either the Board or the Association against any employee by reason of participation or nonparticipation in the activities of the Association.

P. Release Time: The President of the Association and/or designee will be granted up to eight (8) Association leave days in one-half or full-day blocks annually to conduct Association business on behalf of the membership.

Q. District *Ranger Connection* HLEA Icon:

1. The icon/bulletin board shall not be used by any member of the bargaining unit on his/her instructional time.

2. The icon/bulletin board shall not be used by any member of the bargaining unit for political purposes or contain political content, including, but not limited to, endorsement of a candidate for office or statement of support or opposition to a school levy or bond issue.

3. Use of the icon/bulletin board shall be subject to the terms of any applicable Acceptable Use Agreement(s) and/or Board policies, including, but not limited to, prohibitions on communications that violate federal or state law.

4. No member of the bargaining unit shall post messages or content on the icon/bulletin board during the work day, except during teachers' duty-free lunch period.

5. The HLEA acknowledges and agrees that the Board Superintendent shall have unrestricted access to the HLEA icon/bulletin board.

6. The HLEA agrees to distribute the attached memorandum (Appendix H) at the beginning of each school year upon signing of this Agreement by all parties, to inform its members of the conditions for use of the HLEA icon/bulletin board.

7. The HLEA further agrees that its officers will take responsibility for policing the icon/bulletin board with such frequency as reasonably possible for messages or content in violation of the restrictions set forth in Q.2 or Q.3 above, immediately deleting any such messages or content. HLEA will notify the Board Superintendent of the same as soon as reasonably possible.

8. Both parties agree that, if the Board's agents or representatives find any message or content on the HLEA icon/bulletin board in violation of the restrictions set forth in Q.2 or Q.3 above, the Board may remove the message or content and a removal notice containing any removed message or content will be sent to the HLEA President. After HLEA officers have reviewed the removed message or content, if the HLEA disagrees as to whether the message or content on the HLEA icon/bulletin board violates a restriction set forth in Q.2 or Q.3 above, representatives of the parties shall confer as soon as reasonably possible to discuss in good faith a means for resolving the dispute. If, as a result of the conference, no resolution is obtained, each party may exercise whatever lawful remedies are available to it in the circumstance.

9. This Agreement shall not be construed to proscribe the Board's remedies or authority under existing Acceptable Use Agreements and/or Board policies.

10. This Agreement shall not be construed to require the continuation of the existing icon/electronic bulletin board if technological changes make continuation impractical and the Board decides to discontinue the existing icon/electronic bulletin board function for all users.

11. If new software or hardware provides a similar communications function, and this function is being made available to other school-related groups, the Board agrees to meet and confer as to how this function can be made available to the HLEA on the same terms and conditions as is offered to the other school-related groups.

R. Board Copy Machines

1. Upon signing of this Agreement by all parties, the HLEA will provide the Board Superintendent with a written list of the HLEA officers/designee (no more than one per building plus the HLEA President) who have authority to make copies of documents for union business.

2. The Board will then permit the identified officers/designee to use copy machines owned or leased by the Board to make copies for union business, provided the officers do so on their non-work time and provided they keep a handwritten log of the number of copies made. Said log shall be subject to Board inspection at any time.

3. The HLEA officers/designee making copies shall also provide advance notice (verbal or via e-mail) to the building principal of when they wish to use the building copier and the number of copies to be made.

4. Copying for instructional purposes must be given priority over copying for HLEA purposes.

5. As with other users, the HLEA may not use the Board copy machines in a manner that violates Board policies or federal or state law, including the copyright laws.

6. For as long as the amount charged by the Board to the public for copies of public records remains $.10/page (ten cents per page), the HLEA shall also be charged $.10/page (ten cents per page) to make copies for union business, except that, if the HLEA provides its own paper for copies, the HLEA shall be charged only $.05/page (five cents per page) for copies. If the amount charged by the Board to the public for copies of public records is increased above $.10/page because of an actual cost increase to the Board, then the amount charged to the HLEA to make copies for union business shall be increased by the actual increased cost amount, whether or not the HLEA provides its own paper. (Example: If the charge to the public goes up by $.02 to $.12/page because the Board's actual cost increased $.02, then the HLEA will pay $.07/page if it provides its own paper.)

7. The parties further agree that, if a copy machine owned or leased by the Board malfunctions while being used by an HLEA officer/designee, the officer/designee should immediately notify the building principal or building secretary. If this occurs after hours when neither the building principal nor building secretary are present, then the officer/designee should immediately notify the building principal of the problem via e-mail.

S. Teacher Professional Organization (TPO)

1. Upon written notification by the Association President / designee, a supplemental contract shall be issued to any unit member performing work for the Hamilton Local Education Association and/or affiliate of the Association. The written notification shall include the name(s) of the unit member(s) performing the work, the time period of the work to be performed, and the amount to be paid for the work.

2. To comply with STRS rules, the employer and unit member's retirement contributions must be paid on the member's supplemental contract.

3. The Association shall reimburse the Board for the amount of the supplemental contract plus the required retirement contributions paid by the employer and the unit member.

ARTICLE 26
MILEAGE REIMBURSEMENT

The mileage reimbursement rate for traveling unit members or any unit member required to use his/her personal automobile for school business or conferences, workshops, etc., shall be the Internal Revenue Service (IRS) rate as of July 1 of each year.

ARTICLE 27
EMPLOYMENT OF RETIRED TEACHERS

A. For purposes of salary schedule placement upon initial employment, a previously retired teacher (PRT) will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). A PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.

B. PRTs will initially be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal.

C. PRTs may be re-employed pursuant to Article 4, with Board approval, but shall not become eligible for continuing contract status. If re-employed, PRTs will then become subject to Article 4.

D. For purposes of Reduction in Force, PRTs will not accrue seniority.

E. PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

G. PRTs shall be entitled to all other contractual benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

H. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC Sections 3319.11, 3319.13/14, 3319.111, 3319.17, and 124.39(B).

ARTICLE 28
HOME INSTRUCTION

Unit members providing home instruction shall not be entitled to the benefits of this contract except that they shall be paid at an hourly rate equivalent to the BA, Step 0 rate on the current salary schedule.

ARTICLE 29
STATE TEACHERS RETIREMENT SYSTEM PICK-UP

A. The Board of Education will assume and pay (pick-up) contributions to the STRS on behalf of its professional and/or certificated employees with the following terms and conditions:

1. The amount to be assumed and paid on behalf of each employee shall be the total employee mandatory contribution to the STRS. The employee's annual compensation shall be reduced by an amount equal to the amount assumed and paid by the Board.

2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation, which includes the amount of pick-up computed herein.

3. The assumed or pick-up percentage shall apply uniformly to all certificated employees. No employee covered by this provision shall have the option to elect a wage increase or any other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation, including supplemental earnings.

ARTICLE 30
LABOR/MANAGEMENT COMMITTEE

A. There shall be a ten (10) person labor/management committee, with five (5) members appointed by the Board and five (5) members appointed by the Association.

1. Purpose and Responsibility

   Under the negotiated agreement, a labor management committee will be created each school year. The purpose of this committee is to have an open round table discussion of items in the buildings. The committee meets four (4) times a year (once a grading period). The topics that are discussed are items that teachers would like to see resolved.

2. Composition of the Committee

   The committee will be made up of ten (10) members. There will be one (1) representative from each building (High School, Middle School, Intermediate School, Elementary School, and Preschool) and five (5) administrators.

3. Selection of members and Filling of Vacancies

   The Superintendent will appoint the administrators to the Committee and an administrative team leader, and the Association will appoint the teachers and a teacher team leader to the Committee. Vacancies and new appointments will be filled in the same manner. Each party shall use whatever appointment process it chooses.

4. Terms of Members

   Members will serve terms as determined by their appointing body.

5. Chairperson and Quorum

   The Chair of the Committee will be rotating. An administrator will chair the first meeting of the school year. At the first meeting, the person to chair the proceeding meetings will be decided upon.

   The Chair for the meeting will be responsible for posting a reminder for the meeting at least a week in advance, as well as preparing the agenda for that meeting.

   A quorum will consist of at least three (3) teachers and three (3) administrators. The committee cannot take any official action unless a quorum is present.

If an appointed team member cannot be present, a substitute may be sent in his/her place.

Meetings will be run by whatever procedure the group agrees to by consensus. If a consensus cannot be reached, Robert's Rules of Order will be used.

If an issue concerns a specific group of people, representatives from that group may be members of the committee for that meeting. (i.e., a specific building issue that principal and teachers from that building may need to be present for the discussion)

6. Decision Making

Decision making will be made by consensus.

7. Meetings

The scheduled meetings will be held the first Thursday after the end of the nine (9) weeks. If there are no issues to be discussed, the meeting can be cancelled if the team leaders agree. Once a topic has been submitted for the agenda, the meeting must be held.

If issues arise that need to be addressed, additional meetings can be scheduled.

8. Record Keeping

The Chair for that meeting shall also serve as secretary and will be responsible for recording the actions of the meeting. Meeting notes will be posted on the LMC Icon.

9. Procedures

For a topic to be brought to the LMC for discussion, it must first have been addressed at the building level. The building administrator, the staff LMC representative, along with other staff members who may be involved, will have a meeting to discuss the issue and try to come to a resolution. This attempt to solve the problem will be documented on the LMC form that was adopted by the Committee in May 2006. This step may be bypassed if the issue is of a critical or time sensitive nature.

If the issue cannot be resolved at the building level meeting, or it is not resolved after a tentative solution has been agreed upon, then the issue can be brought to the LMC.

10. Resolutions/Solutions

Issues that are brought to the LMC can still be taken through the grievance process if a resolution is not reached.

ARTICLE 31
TUITION WAIVER FOR FACULTY CHILDREN

Tuition waiver for faculty children shall be available under the following conditions:

A. Unit members shall apply for tuition waiver on the form attached as Appendix E. Application for tuition waiver must be made by June 30 of each year, unless an exception is granted in writing by the Superintendent. A new application must be turned in each year even if the student is already enrolled in this program.

B. Students who are already enrolled in this program and who timely apply for enrollment for the succeeding school year may only be denied enrollment if the student fails to meet the criteria outlined in this Article.

C. The school district is not required to enroll students under this program if the admission of the student would require any new or additional programs or classes, the hiring of any additional staff or the spending of any money other than for routine supplies.

D. Special needs students will be enrolled under this program only if enrollment levels in the applicable existing special needs class is less than seventy-five percent (75%) of the capacity as prescribed by Ohio Administrative Code (OAC) Rule 3301-51-04.

E. Once a student is enrolled in this program, if the student is evaluated for special education purposes the district of the custodial parents' residence must be involved in the evaluation process.

F. The District is not responsible for transportation of students enrolled pursuant to this program.

G. The District may deny admission to students who have been suspended or expelled from their previous or current school district within the last three (3) school years, and may terminate the tuition waiver of a current student who has been recommended for expulsion from the District.

H. The availability of programs at Eastland/Fairfield Career Centers to students who do not reside in the applicable residence area is solely subject to the rules and regulations of those career centers.

I. Ohio High School Athletic Association (OHSAA) eligibility guidelines will be in effect for all students transferring to the District under this program.

ARTICLE 32
TUITION REIMBURSEMENT

A. The Board will provide tuition reimbursement to unit members up to fifty thousand dollars ($50,000) each fiscal year for the duration of this agreement. Tuition reimbursement shall be a taxable benefit. In the event the amount of tuition reimbursement is not exhausted in any given fiscal year, the unused portion shall be carried over and available for use during the next fiscal year.

B. The reimbursement is intended for use by unit members who cannot use fee scrip for the courses. The fee scrip committee will administer the fund on the same basis as it administers fee scrips.

C. If the Board pays for a unit member to attend a conference, and the unit member wants to obtain graduate hours also for that conference, the unit member will not be eligible for tuition reimbursement. However, the unit member may elect to apply for tuition reimbursement instead of asking the Board to pay for the conference.

D. If fee scrips are provided to the Board in exchange for participating in a student-teacher program, the hosting teacher shall have the right to use those scrips. If the hosting teacher declines the scrips, the scrips shall be distributed according to the Fee Scrip Committee.

E. Unit members who request and are granted an unpaid leave of absence for childcare purposes beyond the six week period after the birth shall not be eligible for tuition reimbursement or fee scrip for classes begun and completed during the unpaid child care leave. Host teachers on extended leave will remain eligible for fee scrip earned.

ARTICLE 33
INCLUSION

A. Unit members may voluntarily attend team meetings where possible (outside of the workday or during conference time, etc.). No extra pay will be made for such attendance.

B. The Board will provide relevant information about a special needs student to the unit member who is going to be getting the student.

C. Within three (3) school days of the evaluation team meeting the unit member may submit written comments to be attached to the team meeting report for consideration in writing the IEP.

D. Unit members will not be required to handle bodily fluids or blood borne pathogens, perform medical procedures, administer meds, diaper, or lift students, on a regular basis.

ARTICLE 34
HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE

Horizontal movement on the salary schedule can occur twice per school year. If appropriate documentation is provided to the Treasurer's office by September 15, pay will increase effective at the beginning of the school year. If appropriate documentation is provided to the Treasurer's office by January 15, pay will increase effective with the first payroll in February.

ARTICLE 35
BACKGROUND CHECKS AND FINGERPRINTING

The Board shall pay employee costs for performing fingerprinting and State Bureau of Criminal Identification and Investigation (BCI&I) background checks conducted by the District once every five (5) years for those bargaining unit members who have five or more years of experience in the District. If a bargaining unit member resigns from the District within twelve (12) months of the District paying this cost, the bargaining unit member must reimburse the District for the cost.

ARTICLE 36
TEACHER OF RECORD

The "Teacher of Record" shall be the teacher who is responsible for assigning the grade to the student.

ARTICLE 37
DURATION AND IMPLEMENTATION

A. This Agreement shall be effective from July 1, 2015 through June 30, 2018.

B. This Agreement supersedes any policy, rule, regulation, or practice of this Board, which may be contrary or inconsistent with the terms of this Agreement.

C. If any provision of this Agreement or any application of this contract to the Board, the Association, or any of the unit members who are covered by this contract is found to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions of this contract shall continue in full force and effect.

FOR THE BOARD:

Board President

Date: 11/30/15

Treasurer

Date: 11-30-15

Superintendent

Date: 11/30/15

Negotiating Team Member

Date: 12-1-15

FOR THE ASSOCIATION:

Tricia Fisher

Association President

Date: 11/23/15

Negotiating Chair

Date: 11-23-15

Lisa Cornwell

Negotiating Team Member

Date: 11/23/15

Diana Watson

Labor Relations Consultant

Date: 12/10/15

APPENDIX A-1
SALARY SCHEDULE

Effective 7/1/15 through 6/30/16

YEARS	BA	5YR	MA	MA+30
0	$39,068	$40,631	$43,756	$45,514
	1.000	1.040	1.120	1.165
1	$40,631	$42,193	$45,514	$47,272
	1.040	1.080	1.165	1.210
2	$42,193	$43,756	$47,272	$49,030
	1.080	1.120	1.210	1.255
3	$43,756	$45,514	$49,030	$50,984
	1.120	1.165	1.255	1.305
4	$45,514	$47,272	$50,984	$52,937
	1.165	1.210	1.305	1.355
5	$47,272	$49,030	$52,937	$54,891
	1.210	1.255	1.355	1.405
6	$49,030	$50,984	$54,891	$57,039
	1.255	1.305	1.405	1.460
7	$50,984	$52,937	$57,039	$59,383
	1.305	1.355	1.460	1.520
8	$52,937	$54,891	$59,383	$61,728
	1.355	1.405	1.520	1.580
9	$54,891	$57,039	$61,728	$64,072
	1.405	1.460	1.580	1.640
10	$57,039	$59,383	$64,072	$66,416
	1.460	1.520	1.640	1.700
11	$59,383	$61,728	$66,416	$69,150
	1.520	1.580	1.700	1.770
12	$61,728	$64,072	$69,150	$71,885
	1.580	1.640	1.770	1.840
13	$64,072	$66,416	$71,885	$74,620
	1.640	1.700	1.840	1.910
14	$66,416	$68,760	$74,620	$77,355
	1.700	1.760	1.910	1.980
15	$67,588	$69,932	$75,987	$78,722
	1.730	1.790	1.945	2.015
16	$68,398	$70,742	$76,797	$79,532
17	$69,208	$71,552	$77,607	$80,342
18	$70,018	$72,362	$78,417	$81,152
19	$70,828	$73,172	$79,227	$81,962
20	$71,638	$73,982	$80,037	$82,772
21	$72,448	$74,792	$80,847	$83,582
22	$73,258	$75,602	$81,657	$84,392
23	$74,068	$76,412	$82,467	$85,202
24	$74,878	$77,222	$83,277	$86,012
25	$75,688	$78,032	$84,087	$86,822
26	$76,498	$78,842	$84,897	$87,632
27	$77,308	$79,652	$85,707	$88,442
28	$78,118	$80,462	$86,517	$89,252
29	$78,928	$81,272	$87,327	$90,062
30	$79,738	$82,082	$88,137	$90,872
31	$80,548	$82,892	$88,947	$91,682

32	$81,358	$83,702	$89,757	$92,492
33	$82,168	$84,512	$90,567	$93,302
34	$82,978	$85,322	$91,377	$94,112
35	$83,788	$86,132	$92,187	$94,922
36	$84,598	$86,942	$92,997	$95,732
37	$85,408	$87,752	$93,807	$96,542
38	$86,218	$88,562	$94,617	$97,352
39	$87,028	$89,372	$95,427	$98,162
40	$87,838	$90,182	$96,237	$98,972

EACH YEAR OF ADDITIONAL EXPERIENCE IN THE DISTRICT ABOVE 15 YEARS QUALIFIES FOR AN ADDITIONAL LONGEVITY INCREMENT OF $810.

APPENDIX A-2
SALARY SCHEDULE

Effective 7/1/16 through 6/30/17

YEARS	BA	5YR	MA	MA+30
0	$39,849	$41,443	$44,631	$46,425
	1.000	1.040	1.120	1.165
1	$41,443	$43,037	$46,425	$48,218
	1.040	1.080	1.165	1.210
2	$43,037	$44,631	$48,218	$50,011
	1.080	1.120	1.210	1.255
3	$44,631	$46,425	$50,011	$52,003
	1.120	1.165	1.255	1.305
4	$46,425	$48,218	$52,003	$53,996
	1.165	1.210	1.305	1.355
5	$48,218	$50,011	$53,996	$55,988
	1.210	1.255	1.355	1.405
6	$50,011	$52,003	$55,988	$58,180
	1.255	1.305	1.405	1.460
7	$52,003	$53,996	$58,180	$60,571
	1.305	1.355	1.460	1.520
8	$53,996	$55,988	$60,571	$62,962
	1.355	1.405	1.520	1.580
9	$55,988	$58,180	$62,962	$65,353
	1.405	1.460	1.580	1.640
10	$58,180	$60,571	$65,353	$67,744
	1.460	1.520	1.640	1.700
11	$60,571	$62,962	$67,744	$70,533
	1.520	1.580	1.700	1.770
12	$62,962	$65,353	$70,533	$73,323
	1.580	1.640	1.770	1.840
13	$65,353	$67,744	$73,323	$76,112
	1.640	1.700	1.840	1.910
14	$67,744	$70,135	$76,112	$78,902
	1.700	1.760	1.910	1.980
15	$68,939	$71,330	$77,507	$80,297
	1.730	1.790	1.945	2.015
16	$69,809	$72,200	$78,377	$81,167
17	$70,679	$73,070	$79,247	$82,037
18	$71,549	$73,940	$80,117	$82,907
19	$72,419	$74,810	$80,987	$83,777
20	$73,289	$75,680	$81,857	$84,647
21	$74,159	$76,550	$82,727	$85,517
22	$75,029	$77,420	$83,597	$86,387
23	$75,899	$78,290	$84,467	$87,257
24	$76,769	$79,160	$85,337	$88,127
25	$77,639	$80,030	$86,207	$88,997
26	$78,509	$80,900	$87,077	$89,867
27	$79,379	$81,770	$87,947	$90,737
28	$80,249	$82,640	$88,817	$91,607
29	$81,119	$83,510	$89,687	$92,477
30	$81,989	$84,380	$90,557	$93,347
31	$82,859	$85,250	$91,427	$94,217
32	$83,729	$86,120	$92,297	$95,087
33	$84,599	$86,990	$93,167	$95,957
34	$85,469	$87,860	$94,037	$96,827
35	$86,339	$88,730	$94,907	$97,697
36	$87,209	$89,600	$95,777	$98,567

37	$88,079	$90,470	$96,647	$99,437
38	$88,949	$91,340	$97,517	$100,307
39	$89,819	$92,210	$98,387	$101,177
40	$90,689	$93,080	$99,257	$102,047

EACH YEAR OF ADDITIONAL EXPERIENCE IN THE DISTRICT ABOVE 15 YEARS QUALIFIES FOR AN ADDITIONAL LONGEVITY INCREMENT OF $810.

APPENDIX A-3
SALARY SCHEDULE

Effective 7/1/17 through 6/30/18

YEARS	BA	5YR	MA	MA+30
0	$40,646	$42,272	$45,524	$47,353
	1.000	1.040	1.120	1.165
1	$42,272	$43,898	$47,353	$49,182
	1.040	1.080	1.165	1.210
2	$43,898	$45,524	$49,182	$51,011
	1.080	1.120	1.210	1.255
3	$45,524	$47,353	$51,011	$53,044
	1.120	1.165	1.255	1.305
4	$47,353	$49,182	$53,044	$55,076
	1.165	1.210	1.305	1.355
5	$49,182	$51,011	$55,076	$57,108
	1.210	1.255	1.355	1.405
6	$51,011	$53,044	$57,108	$59,344
	1.255	1.305	1.405	1.460
7	$53,044	$55,076	$59,344	$61,783
	1.305	1.355	1.460	1.520
8	$55,076	$57,108	$61,783	$64,221
	1.355	1.405	1.520	1.580
9	$57,108	$59,344	$64,221	$66,660
	1.405	1.460	1.580	1.640
10	$59,344	$61,783	$66,660	$69,099
	1.460	1.520	1.640	1.700
11	$61,783	$64,221	$69,099	$71,944
	1.520	1.580	1.700	1.770
12	$64,221	$66,660	$71,944	$74,789
	1.580	1.640	1.770	1.840
13	$66,660	$69,099	$74,789	$77,635
	1.640	1.700	1.840	1.910
14	$69,099	$71,538	$77,635	$80,480
	1.700	1.760	1.910	1.980
15	$70,318	$72,757	$79,057	$81,902
	1.730	1.790	1.945	2.015
16	$71,188	$73,627	$79,927	$82,772
17	$72,058	$74,497	$80,797	$83,642
18	$72,928	$75,367	$81,667	$84,512
19	$73,798	$76,237	$82,537	$85,382
20	$74,668	$77,107	$83,407	$86,252
21	$75,538	$77,977	$84,277	$87,122
22	$76,408	$78,847	$85,147	$87,992
23	$77,278	$79,717	$86,017	$88,862
24	$78,148	$80,587	$86,887	$89,732
25	$79,018	$81,457	$87,757	$90,602
26	$79,888	$82,327	$88,627	$91,472
27	$80,758	$83,197	$89,497	$92,342
28	$81,628	$84,067	$90,367	$93,212
29	$82,498	$84,937	$91,237	$94,082
30	$83,368	$85,807	$92,107	$94,952
31	$84,238	$86,677	$92,977	$95,822
32	$85,108	$87,547	$93,847	$96,692
33	$85,978	$88,417	$94,717	$97,562
34	$86,848	$89,287	$95,587	$98,432
35	$87,718	$90,157	$96,457	$99,302

36	$88,588	$91,027	$97,327	$100,172
37	$89,458	$91,897	$98,197	$101,042
38	$90,328	$92,767	$99,067	$101,912
39	$91,198	$93,637	$99,937	$102,782
40	$92,068	$94,507	$100,807	$103,652

EACH YEAR OF ADDITIONAL EXPERIENCE IN THE DISTRICT ABOVE 15 YEARS QUALIFIES FOR AN ADDITIONAL LONGEVITY INCREMENT OF $810.

A. Incoming personnel may be awarded up to five (5) years experience for like services rendered in previous districts.

B. Previous experience will continue from that point forward within the District.

C. The Board has the right to determine if any particular supplemental position will be filled. Positions may be split between unit members if the affected members agree to the split. The positions listed in the schedule below will continue to be listed unless there is mutual agreement between the HLEA and the Board to delete a listing.

D. Supplemental positions may be offered on a contingent basis. If the Board ultimately determines not to field a team/program, the Board can cancel the supplemental contract. However, if the contract is cancelled, the coach/supervisor will receive twenty-five percent (25%) of the total supplemental salary for performing "pre-season" responsibilities.

E. The Athletic Director will interview candidates for vacant coaching positions. Where the position is an assistant coaching position, the head coach for the sport will also be given the opportunity to interview the candidate if the head coach is available.

F. Job descriptions for supplemental coaching contracts will be developed by the Athletic Director with the assistance of head coaches and approved by the Board.

G. Reporting requirements for coaching positions shall be clearly delineated so that the chain of authority is set forth for each person holding a coaching position.

H. The Athletic Director shall develop an evaluation instrument for coaching positions and shall be responsible for evaluating athletic supplemental contracts. Any changes to the evaluation instrument shall be done with consultation of the head coaches.

I. Employees will receive all supplemental pay in separate paychecks. Please note the deadlines for turning in a supplemental pay request to the appropriate supervisor (Director of Athletics, Principal, etc.). Supplemental paychecks will be run within 10 days after the deadline. There will only be five (5) times a year (listed below) when supplemental paychecks are run - - no exceptions.

- Fall Supplementals (Fall Sports, etc.)
- Mid-Winter (Lunchroom Supplementals, etc.)
- Winter Supplementals (Winter Sports, etc.)
- Spring Supplementals and Yearly Supplementals (Spring Sports and Yearly Academic Grade Level Chair, National Honor Society, etc.)
- Summer Supplementals

Please note that the pay forms must be completed and approved by the appropriate Supervisor by the deadline.

APPENDIX B (continued)

Classification of Current Extracurricular Assignments by Groups and Levels: (The numbers listed in parentheses after certain positions are for guideline purposes only. The Board has the discretion to offer a different number of supplemental contracts per activity in any given year.)

Description	Group
Head Boys Football	A
Head Boys Basketball	A
Head Girls Basketball	A
Head Boys Wrestling	A
Head Marching Band	A
Event Manager (3)	B
Head Cheerleading	C
Head Boys Baseball	C
Head. Strength/Cond. Coordinator	C
Head Co-Ed Track	C
Head Girls Softball	C
Head Girls Volleyball	C
Head Soccer	C
Head Co-Ed Cross Country	D
Strength/Cond. Coaches (4)	D
Head Drama	D
Head Boys Tennis	D
Head Girls Tennis	D
Head Co-Ed Golf	D
Head Yearbook	D
Asst. Boys Football (6)	E
Asst. Boys Basketball (2)	E
Asst. Girls Basketball (2)	E
Asst. Boys Wrestling (2)	E
Asst. Marching Band	E
M.S. Head Football	E
M.S. Strength/Cond.	E
H.S. Vocal Music	E
Asst. Boys Baseball (2)	F
Asst. Co-Ed Track (3-4)	F
Asst. Cheerleading	F
Asst. Girls Volleyball	F
Asst. Girls Softball (2)	F
Asst. Soccer	F
Freshman Cheerleading	F
H.S. Asst. Golf	F
M.S. Football (5)	G
M.S. Boys Basketball (2)	G
9th Boys Basketball	G

Description	Group
M.S. Girls Basketball (2)	G
M.S. Boys Wrestling	G
9th Girls Basketball	G
Head HS Student Council	G
Drama Construction Chief	G
8th Grade Class Trip Advisor	G
M.S. Boys Baseball (2) [1-7th & 1-8th]	H
M.S. Girls Softball (2) [1-7th & 1-8th]	H
M.S. Cheerleading (2)	H
9th Girls Volleyball	H
M.S. Girls Volleyball (2)	H
M.S. Head. Co-Ed Track	H
M.S. Co-Ed Cross Country	H
H.S. Academic Team	H
Jr. Class Advisor	H
Sr. Class Advisor	H
H.S. Intramurals Co-Ed	H
Transition Coordinator	H
M.S. Yearbook	J
Asst. Drama (2)	J
Asst. Drama (Vocal Specialist)	J
M.S. Assistant Wrestling	J
M.S. Asst. Co-Ed Track (2-3)	K
M.S. Intramurals Co-Ed	K
Fr. Class Advisor	K
Soph. Class Advisor	K
H.S. Instrumental Concert Band	K
H.S. Instrumental Pep Band	K
M.S. Vocal Music	K
M.S. Instrumental Music	K
M.S. Student Council	L
M.S. Power of the Pen Advisor	L
H.S. Department Chairs	L
M.S., I.S., & E.S. Team Leaders	L
H.S. National Honor Society	L
M.S. National Jr. Honor Society	L
ES Special Education Dept. Chair	L
IS Special Education Dept. Chair	L
MS Special Education Dept. Chair	L
HS Special Education Dept. Chair	L
Visually Impaired	L

I.S. Vocal Music	M
I.S. Instrumental Music	M
E.S. Vocal Music	M

EXTRACURRICULAR INDEX

Exp. Levels	0	1	2	3	4	5	6
A	0.130	0.140	0.150	0.160	0.170	0.180	0.190
B	0.110	0.120	0.130	0.140	0.150	0.160	0.170
C	0.100	0.110	0.120	0.130	0.140	0.150	0.160
D	0.090	0.100	0.110	0.120	0.130	0.140	0.150
E	0.080	0.090	0.100	0.110	0.120	0.130	0.140
F	0.068	0.078	0.088	0.098	0.108	0.118	0.128
G	0.061	0.071	0.081	0.091	0.101	0.111	0.121
H	0.054	0.064	0.074	0.084	0.094	0.104	0.114
J	0.049	0.059	0.069	0.079	0.089	0.099	0.109
K	0.044	0.054	0.064	0.074	0.084	0.094	0.104
L	0.033	0.043	0.053	0.063	0.073	0.083	0.093
M	0.020	0.025	0.030	0.035	0.040	0.045	0.050

Calculations for all supplemental contracts will be calculated on the Bachelors Beginning Base in effect at the beginning of each school year.

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Instruction and Assessment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX C
(Article 3.2)

TEACHER EVALUATION FORM

Observation Dates:
1._____

2._____

Teacher _____Evaluator _____School _____

PERFORMANCE AREAS PERFORMANCE RATING

	Exceeds District Expectations	Meets District Expectations	Does Not Meet District Expectations (Comment Required)	Comments
1. Teacher-Pupil Relationships				
2. Staff Relationship Skills				
3. Teacher-Parent Relationship				
4. Knowledge of Job Responsibilities				
5. Follows established school policies and procedures				

SECTION A - EVALUATOR'S COMMENTS/RECOMMENDATIONS:

SECTION B - TEACHER'S COMMENTS (optional):

_____ _____
Evaluator's Signature Date Teacher's Signature* Date
*My signature indicates only that I have seen this document.

The final evaluation must include the principal's/evaluator's recommendation to the Superintendent regarding continued employment.

The Principal/evaluator will be recommending the bargaining unit member to the Superintendent for continued employment, subject to the Superintendent and Board approval. YES_____ NO _____

_____ Improvement Plan Required

ELECTRONIC GRIEVANCE FORM

(These two items to be completed by Administration)

Grievance Number: **Date Filed:**

Grievant's Name/Position Building

Date of Action giving cause to this Grievance:

Statement of Grievance (State specific Section of Master Agreement or other document alleged to be violated, if applicable. Add attachments if additional space is needed.):

Relief Sought:

NOTE: Attach additional relevant documents or statements.

Grievant's Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

STEP 1 Date Response Provided to the HLEA President, HLEA Grievance Chair, and Grievant(s):_____

A. Administrative Response (Add attachment if additional space is needed):

_____
_____
_____
_____
_____
_____

_____ _____
Administrator's Signature/Position Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson and Grievant(s)

B. Grievant's Response to Step 1 Administrative Response:

_____ The above response resolves this grievance and the matter is hereby resolved.

_____ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

_____ _____
Grievant's Signature Date

(Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

****

STEP 2 Date of filing with Superintendent:_____

Date of hearing:_____

A. Superintendent's Response:

_____
_____
_____
_____
_____
_____

(Add attachment if additional space is needed.)

_____ _____

Superintendent's Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

B. Grievant's Response to Step 2 Superintendent Response:

_____ The above response resolves this grievance.
_____ The above response does not resolve this grievance and it is hereby submitted to Step 3.

_____ _____

Grievant's Signature(s) Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

****

STEP 3 Date of Filing Request for Mediation with the Superintendent:_____

_____ _____
Grievant's Signature Date

_____ _____
HLEA Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

Date of Mediation:

_____
_____
_____
_____
_____
_____

****

STEP 4 Date of Filing Request for Arbitration:_____

_____ _____
Grievant's Signature Date

_____ _____
HLEA Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

TUITION WAIVER FOR FACULTY CHILDREN

Application Form

Employee_____

Address_____

_____

Home Phone_____

Requesting a tuition waiver for the _____ school year

Child's Name_____

Social Security Number_____

Grade Level_____

Current School District_____

_____

Employee Signature Date

The bargaining unit member may elect to meet with the Superintendent after his/her notification of intent to disapprove this application.

Approved/Disapproved (circle one) _____ / _____

Superintendent Date

LPDC GUIDELINES

1. PURPOSE AND RESPONSIBILITY

The LPDC will be responsible for reviewing and approving professional development plans for recertification and licensure as specified by Ohio law.

2. COMPOSITION OF THE COMMITTEE

The Committee will be composed of nine members, including five teachers and four administrators. One teacher from the High School, Intermediate School, Middle School and two (2) from the Elementary School will be on the Committee and shall include the chairperson.

Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teaching members voting on the plan.

3. SELECTION OF MEMBERS AND FILLING OF VACANCIES

The Superintendent will appoint the administrators to the Committee, and the Association President will appoint the teachers to the Committee. Vacancies and new appointments will be filled in the same manner. Each party shall use whatever appointment process it chooses.

4. TERMS OF MEMBERS

Members will serve terms as determined by their appointing body.

5. SIGN-OFF PERSON FOR CERTIFICATE/LICENSE RENEWAL

The Superintendent of the District will be the sign-off person for certificate/license renewal (with the inclusion of the LPDC Chairperson signature).

6. CHAIRPERSON/SECRETARY AND QUORUM

Each year the Committee shall select a chairperson by majority vote. The chairperson shall also serve as secretary and post minutes on "LPDC Confidential" in *Ranger Connection*. The administration will provide storage space for the records of the Committee.

A quorum for a meeting will consist of at least five members, including at least two teachers and two administrators. The Committee may not take any official action unless a quorum is present.

Meetings will be run using whatever procedures the group agrees to by consensus. If a consensus cannot be reached, *Roberts Rules of Order* will be used.

7. DECISION MAKING

Every effort will be made to make decisions by consensus. If consensus cannot be reached, a majority vote of a quorum will control as a last resort.

8. MEETINGS

The Committee will determine the number of meetings and the time and place of such meetings. The Committee cannot meet during the teacher workday unless such meeting has been approved pursuant to Section 10 of this Memorandum.

The Committee shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operations of public bodies.

At the end of each school year the Committee will prepare a report on its activities during the year and any suggestions it has for improvement and/or revision to these rules.

9. APPEAL PROCESS

If an educator disagrees with the LPDC's decision, the educator shall be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party made up of a panel of three individuals should review the decision. The panel will consist of one licensed educator selected by the LPDC, one licensed educator selected by the educator, and one licensed educator agreed upon by the above two. The panel will review the LPDC's decision and either uphold it or overturn it.

10. MASTER AGREEMENT AND TERMS AND CONDITIONS OF EMPLOYMENT

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours, or terms and conditions of employment of bargaining unit members without the express prior approval of the Board of Education (or designee) and the HLEA. If requested by either party, the Board and the HLEA will meet to bargain any proposed impact upon wages, hours, and terms or conditions of employment.

In no event shall the LPDC make any decision or promulgate any rule or procedure that is contrary to the Master Agreement, Board policy, or any law or regulation governing the operation of school districts.

11. **TRAINING**

The LPDC Chair shall receive yearly inservice of up to three (3) paid days per school year for training subject to the approval of the Superintendent or designee.

12. **COMPENSATION**

Each LPDC member who has completed the school year will receive an honorarium of 0.036 of the base salary in effect at the beginning of each school year. The LPDC Chairperson will receive an honorarium of 0.072 of the base salary in effect at the beginning of each school year.

SICK LEAVE TRANSFER PROCEDURE AND FORMS

Procedures

Members of the bargaining unit with three or more years of continuous service to the district, who have exhausted all available sick leave, may apply to the Sick Leave Transfer Committee (SLTC) for approval as a recipient of transferred sick leave. Allotments of transferred sick leave will be made only for catastrophic incidents, which occur to an employee, their spouse, child, domestic partner, or to any relative of the employee who has been continuously living in the employee's household for a least six (6) months prior to the catastrophic incident. Catastrophic incident is defined as a life threatening or debilitating illness or injury. If the unit member's physician's statement indicates that the employee cannot perform his/her teaching duties due to cancer, stroke, heart attack, non-elective surgery, or accident which requires an extended absence from work, the unit member's first application in a year shall be automatically approved by the SLTC. All other applications must be approved by a majority of the SLTC. A normal pregnancy and delivery, including caesarian, is not considered a catastrophic incident and is therefore excluded from approval for sick leave transfer.

Once an application is approved, the SLTC will determine the number of days to be allocated through the Sick Leave Transfer Program. The maximum number of days a member may receive from the Sick Leave Transfer Program shall not exceed twenty (20) days per contract year. In extreme circumstances, the SLTC will consider a second and third application within the year, but only for catastrophic incidents that occur to the employee. If disability benefits become available, the applicant is no longer eligible for the Sick Leave Transfer Program.

When a member of the bargaining unit has been approved for sick leave transfer, donors may designate up to five (5) days each to be transferred from their accumulated sick leave. No more than five (5) sick leave days may be donated by any one donor per year. Deductions of accumulated sick leave will be divided equally among all donors in whole day units until the approved number is reached. An employee's donation as indicated on the Sick Leave Donor Designation form will not be exceeded. Donors will be notified by the Hamilton Local Education Association (HLEA) of the disposition of the days they designated for transfer. In the event a recipient does not use all the days approved for transfer, the unused days will be returned to the donor(s) by the HLEA in increments of not less than one day.

Upon receipt of the approved Application for Sick Leave Transfer and the Donor Designation Forms, the treasurer will transfer to the recipient as additional sick leave, the days from the donor(s). For purposes of sick leave transfer, one donor day will equal one day for the recipient regardless where each falls on the salary schedule.

APPENDIX G

Application for Sick Leave Transfer

I specifically acknowledge and agree that the granting of days for sick leave transfer shall be at the sole discretion of the Sick Leave Transfer Committee of the District. I understand that all decisions will be final and binding and not subject to the grievance procedure or any other appeal process. I further agree to abide by such decision and to indemnify and hold harmless the District, the Hamilton Local Education Association, and all their agents for any loss and all claims made against them with respect to the Sick Leave Transfer process.

Date: _____

Name: _____ Building: _____

Home Address: _____

Telephone number: _____

Number of sick days remaining: _____

Projected date for exhaustion of sick leave: _____

Number of transfer days requested (maximum of 20): _____

Employee's reason for request (be specific): _____

_____

_____

_____

Name of Attending Physician: _____

Address of Attending Physician: _____

Telephone number of Attending Physician: _____

Employee's Signature: _____

Please submit completed application to a member of the Sick Leave Transfer Committee. Application <u>must</u> include Attachment B, Physician's Statement, to be considered.

APPENDIX G

Physician's Statement

_____ is unable to perform teaching duties and requires sick leave because: (please be specific) _____

_____

_____

_____

_____

OR

_____ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure: _____

_____

_____

_____

This patient has been under my care for (length of time in months and years): _____

Physician's estimate of date the employee can return to work: _____

_____
Physician's Signature

I give my physician permission to release the above requested medical information and any other information relevant to same.

_____
Employee's Signature

Employee is to submit this completed statement to a member of the Sick Leave Transfer Committee along with Attachment A, Application for Sick Leave Transfer.

APPENDIX G

Sick Leave Donor Designation Form

_____has been approved by the Sick Leave

Transfer Committee for _____days of transferred sick leave as of _____
(date)

If you wish to donate any of your accumulated days, please indicate number below.

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave to the person indicated above. I understand these days will be deducted from my sick leave balance immediately.

Date: _____

Donor Signature: _____

Print Donor Name:_____

Donor Social Security Number: _____XXX_____ - __XX_____ - _____
(last four digits of SSN)

Building: _____

Please return this form to the President of the HLEA no later than _____
(date)

APPENDIX H

To: HLEA Bargaining Unit Members
From: HLEA President
Date:

This is just a friendly reminder of the conditions that apply to the use of the icon and electronic bulletin board, as per our Negotiated Agreement Article 25:

1. It cannot be used for political purposes and cannot contain political content, including, but not limited to endorsement of a candidate for office or statement of support or opposition to a school levy or bond issue. We can still make political endorsements or take a position on a levy using other means, but we cannot do so using the electronic bulletin board.

2. It cannot be used during your instructional time. Content to the icon cannot be added during your work hours. Please limit all postings to before and after your school day and during your duty-free lunch.

3. Like e-mail, it is subject to the rules set forth in the staff Acceptable Use Agreement and Board policy, including, but not limited to, prohibitions on communications that violate federal or state law.

If you ever have any questions about what is appropriate usage and what is not, please contact your HLEA President.

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