STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT

Between the

HAMILTON CLASSROOM TEACHERS' ASSOCIATION
An affiliate of the
OHIO EDUCATION ASSOCIATION
And the
NATIONAL EDUCATION ASSOCIATION

And the

HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

EFFECTIVE:

JULY 1, 2016 THROUGH JUNE 30, 2020

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ARTICLE I:
PROCEDURAL AGREEMENT

1.01 PREAMBLE

1.0101 The members of the Board of Education of Hamilton Public Schools and the members of the Hamilton Classroom Teachers' Association recognize that providing the highest quality education for the children of the Hamilton City Schools is their mutual aim. The parties declare their mutual intent to work together toward the achievement of common aims of educational excellence.

1.0102 The Board of Education acknowledges the professional competency of the staff members of the Hamilton City Schools and pledges their support to the administrators and professional employees. The Board of Education resolves to allow the educators of the City of Hamilton to assume responsibility of their duties as enumerated in the Board of Education Rules and Regulations. Every effort will be made by the Board of Education to eliminate outside interference and harassment. The Board of Education pledges to allow the educators to carry out their responsibilities.

1.02 RECOGNITION

1.0201 The Board of Education of the Hamilton City School District, Butler County, Ohio (hereinafter referred to as the "Board"), recognizes the Hamilton Classroom Teachers' Association (hereinafter referred to as the "Association"), as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board as follows:

1.0202 The term "bargaining unit member" is defined as all regular certificated/licensed employees employed by the Board excluding the following: Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Treasurer, Assistant Treasurer, Administrative Interns, Supervisors, Principals, Associate Principals, Assistant Principals, Assistant Elementary Principals, Business Manager, Director of Pupil Personnel, substitutes*, Home Instruction Teachers and all others for whom certification/licensure in supervision or administration is required as a condition of employment. In this contract, the terms "bargaining unit member" and "professional employee" are used interchangeably.

*Substitutes who are employed in the same position for a period of sixty (60) school days or more shall be afforded all of the benefits of this Agreement beginning with the sixty-first (61st) school day and which shall continue during the term of their continued employment in that position.

1.03 SCOPE OF BARGAINING

1.0301 The Board and the Association shall bargain collectively to determine the following:

A. Wages
B. Hours
C. Terms and other conditions of employment
D. The continuation, modification, or deletion of an existing provision of the collective bargaining agreement

1.04 BARGAINING PROCEDURE

1.0401 Upon notice served by either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such notice. In any given school year, such notice shall be made not more than ninety (90) days prior to and not less than sixty (60) days prior to the contract expiration date.

1.0402 The requesting party shall serve a copy of the notice and the current contract upon the State Employment Relations Board (SERB).

1.0403 If both parties agree, the Interest Based Bargaining (IBB) process will be used to conduct negotiations. When IBB is used, training for both bargaining teams shall be provided. The parties agree to share any costs incurred within the IBB process. Mutually acceptable ground rules will be established which may differ from those contained in Sections 1.0404, 1.0405 and 1.0409. When the traditional bargaining process is used, all above-referenced sections shall apply.

1.0404 A. All issues proposed for bargaining shall be reduced to written comprehensive style, and presented to the other party at the first meeting as a complete bargaining package.

B. Upon receipt of the requesting party's proposal and the necessary explanation, the receiving party shall submit its complete bargaining package at a meeting, at a date mutually agreed to, within fourteen (14) days of the original meeting.

1.0405 Each bargaining team shall consist of no more than seven (7) persons of which one would be designated as a spokesperson. Each team may be allowed to have two (2) additional persons at any one time attend as consultant(s). Such person shall not be considered as a part of the bargaining team. All bargaining shall be conducted by the said teams.

1.0406 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The representatives of the parties shall be clothed with the authority to negotiate in good faith with respect to wages, hours and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement and to execute a written contract incorporating any agreement relating to such matters. Such obligation shall not include the final approval of any contract concerning these or any other agreement reached through collective bargaining as a contract.

1.0407 The parties shall meet at such mutually agreeable places and times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach an agreement.

1.0408 Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The obligation to bargain collectively in good faith does not require the Board or the Association to agree to a proposal of the other or to make a concession to the other. Good faith requires both parties to carry out the full intent of the bargained agreement as long as such agreements are part of this Contract.

1.0409 During bargaining, and upon the request of either party, the bargaining meeting shall be recessed to permit the requesting party a reasonable time to caucus. The period of time shall be twenty (20) minutes unless mutually agreed otherwise.

1.05 BARGAINING INFORMATION

1.0501 The Association shall be granted access to information relative to the bargaining and servicing of contracts except for those items that are included in the parameters given to its negotiator by the Board.

1.0502 The Board Treasurer shall provide the Association's agent one (1) copy at no cost of the following as they become available:

A. Treasurer's monthly financial reports
B. Training and Experience Grid
C. Five year forecast

1.06 BARGAINING AGREEMENT

1.0601 Tentative agreement on bargaining items shall be reduced to writing and initialed by representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiations teams.

1.0602 Upon total agreement, the entire contract shall be reduced to writing and signed by the spokesperson of each bargaining team. Both bargaining teams shall recommend the ratification of the agreement to their constituents. Such agreement shall be submitted to the Association's membership for ratification. The Association shall notify the chief spokesperson or designated representative for the Board of the results of the Association's ratification vote. Upon ratification by the Association, the Board shall take action on the agreement within ten (10) days. If the agreement is ratified by the parties, it shall be signed by the respective presidents of the Association and the Board.

1.07 SUCCESSOR CONTRACT BARGAINING

1.0701 The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117(D)(1) as provided for under ORC 4117(c)(1)(f) in the negotiations for a successor Contract.

1.0702 In the event agreement is not reached after forty (40) days from the commencement of negotiations, or at any other time by agreement of the parties either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In event that the services of a mediator are called upon, the mediation process shall last for a minimum of twenty (20) days or until the expiration date of the Contract, whichever is less.

1.0703 ORC 4117.14(D)(2) and provisions thereafter shall then apply.

1.08 IN-TERM BARGAINING

1.0801 If during the life of the Contract, bargaining is necessary due to severability or a scheduled reopener provision in the Contract, the parties shall meet and bargain in accordance with the provisions of ORC 4117.14. If no agreement is reached, upon completion of the bargaining process and after the statutory ten (10) day notice, the Association shall have the right to strike.

1.0802 If during the life of the Contract, there is a change in working conditions or the Board determines the need to subcontract a bargaining unit position or positions, the Administration will notify the Association and the parties shall meet for the purpose of negotiating that change. The parties shall negotiate for no more than twenty (20) days, after which the parties shall request the assistance of a mediator through the SERB. If no resolution is achieved within an additional twenty (20) calendar days of mediation, the process shall be considered concluded, and the Association has the right to file a grievance and/or an Unfair Labor Practice Charge with the SERB.

1.09 IMPLEMENTATION OF THE BARGAINED CONTRACT

1.0901 All items of the collectively bargained Contract shall be effective as agreed by the parties.

1.0902 The parties shall share in the cost of producing the copies of the Agreement necessary to provide a copy of the collectively bargained Agreement to all professional employees through their school mailboxes within thirty (30) calendar days after the agreement is signed by the parties hereto or at the time of offer of employment, whichever shall occur later. The parties shall mutually agree as to the number to be produced and to whom the contract for production is awarded.

ARTICLE II:
GRIEVANCE PROCEDURE

2.01 DEFINITIONS

2.0101 A grievant is any member of the bargaining unit.

2.0102 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement unless specifically prohibited.

2.0103 The limits in days under each section of this procedure shall be counted as calendar days. The time limits may be extended by mutual agreement, in writing, by both parties.

2.0104 The failure of the grievant to comply with any of the time limits established in this Section shall bar any further action by, or on behalf of, said grievant in regards to the grievance. The failure of the Administration to so comply shall entitle the grievant to immediately proceed to the next level.

2.0105 Immediate supervisor shall be defined as the individual the grievant is responsible to that has the authority and responsibility to resolve the grievance. The grievant shall file at the appropriate management level that can resolve the grievance.

2.0106 Every attempt shall be made to achieve a mutually satisfactory solution at the lowest possible level of the grievance procedure.

2.02 PROCEDURE

2.0201 Level One

A. If the grievant wishes to file a grievance, he/she shall submit written notice of his/her grievance to his/her immediate supervisor. If said grievance is not filed within thirty (30) days after occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the Contract. This notice shall be on a form (Appendix E) and shall:
   (1) name the grievant(s) involved,
   (2) state the facts giving rise to the grievance
   (3) identify the specific provision(s) of this Agreement alleged to have been violated, and
   (4) indicate the specific relief requested. The grievance form shall be signed by the grievant(s).

B. The grievant shall have a right to a hearing before the supervisor at this level. It shall be at a time mutually agreeable to the grievant and his/her supervisor.

C. The supervisor shall take action on the grievance within seven (7) days after:
(1) receipt of the written grievance, or
(2) the conclusion of said hearing, whichever last occurs.

The decision, and reasons, shall be reduced to writing and sent to the grievant and the Association.

2.0202 Level Two

A. If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the immediate supervisor shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing.

B. The Superintendent or his designee shall take action on the grievance within seven (7) days after:
(1) receipt of the written grievance, or
(2) the conclusion of said hearing, whichever last occurs.

The decision, and reasons, shall be reduced to writing and sent to the grievant and the Association.

2.0203 Level Three

A. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period provided above, the Association may notify the Superintendent in writing that it intends to proceed to arbitration within sixty (60) days. However, before requesting a list of arbitrators the parties shall submit the issue to grievance mediation.

B. The Federal Mediation and Conciliation Service or State Employment Relations Board shall be requested to appoint one of its mediators to conduct the mediation conference.

C. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

D. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

E. The costs of grievance mediation, if any, shall be shared equally by the Association and the Board.

2.0204 Level Four

A. If the Association is not satisfied with the disposition of the grievance at Level Three the Association may submit the grievance to arbitration before an impartial arbitrator within ten (10) days of receipt of the answer at Level Three.

B. A wholly disinterested arbitrator shall be chosen by alternate striking from a list provided by the Federal Mediation and Conciliation Service. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within thirty (30) days of the conclusion of the hearing.

C. The decision of the arbitrator shall be in writing with two (2) copies sent to the Board and the Association. The decision of the arbitrator shall be final and binding on the parties.

D. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement unless specifically prohibited. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and appendixes as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby. (Except to the extent necessary to determine his/her jurisdiction.)

E. All hearings shall be held at a mutually agreeable location.

F. The compensation and expenses of the arbitrator shall be borne by the unsuccessful party in the arbitration.

G. The parties shall make a good faith effort to present all evidence in their possession regarding the grievance at Level Two and Level Three.

2.03 MISCELLANEOUS CONDITIONS

2.0301 Whenever the parties involved in processing of a grievance are required to attend a hearing during the school day, they shall suffer no loss of pay due to absence from their regular duties.

2.0302 The party requesting a stenographic record shall pay the total cost thereof unless the other party agrees to share the cost.

2.0303 Hearings at all levels shall be scheduled so that the grievant's representative may be in attendance at such hearing. If the representative cannot be present at the hearing, then such hearing shall be extended to a time when the representative can be present. Such extension shall not be unreasonably long and shall be within ten (10) days of notice. Extensions beyond ten (10) days must be by mutual agreement.

2.0304 The parties shall have the right to representation at any level of this procedure. This right, however, shall be limited to a single representative and one (1) observer for each party at Level One of the procedure.

2.0305 A class action grievance may be filed by the Association. Such filing shall be initiated at Level Two of the grievance procedure.

2.0306 The parties may, by mutual agreement, use the Expedited Arbitration Procedure of the AAA in accordance with those rules.

2.0307 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder and filed during the term of this Agreement may be processed through this procedure until resolution.

ARTICLE III
TEACHER RIGHTS & RESPONSIBILITIES

3.01 PROFESSIONAL EMPLOYEE'S RIGHTS

3.0101 The Board hereby agrees that professional employees shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection.

3.0102 The Board agrees that it will not intentionally discriminate against or between professional employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

3.0103 The private and personal life of any professional employee is not within the appropriate concern or attention of the Board unless it affects their performance and/or effectiveness as a professional employee of the District.

3.02 CONTRACTS: LIMITED, CONTINUING AND SUPPLEMENTAL

3.0201 Limited, continuing and supplemental contracts shall be issued in accordance with the following provisions:

A. A limited contract is binding for a specified length of time not to exceed five (5) years.

B. A continuing contract is binding until the certified professional employee resigns, elects to retire, is retired or until the contract is terminated or suspended, pursuant to law.

C. A professional employee eligible for a continuing contract may be given an Extended Limited Contract of up to two (2) years upon the recommendation of the Superintendent to the Board of Education that such a contract be given.

D. A supplemental contract is a special form of limited contract and is a contract between the certified professional employee and the Board whereby the certified professional employee agrees to perform some particular duty or duties in addition to regular teaching duties in exchange for a specified additional compensation. It may supplement either a limited contract or a continuing contract. Supplemental contracts are binding for the term specified, and may not exceed five (5) years. Supplemental contracts shall expire automatically at the end of the contract term without the need for the Board to provide a notice of non-renewal.

3.0202 Succession of Limited Contracts

Limited contracts shall be issued on an annual basis until such time as the employee meets the qualifications for continuing contract consideration.

3.0203 Continuing Contract

A. In order to be considered for a continuing contract, the member shall provide the Assistant Superintendent for Human Resources with a written request for consideration of continuing contract status by September 15 of the school year within which continuing contract status is to be considered.

B. The member must have a Masters degree, and must hold a current, valid eight (8) year professional certificate or current, valid five (5) year professional educator license for the State of Ohio. The member shall have taught successfully in Hamilton City Schools for not less than three (3) years of the last five (5) years except for teachers who had a continuing contract with another Ohio public school district or teachers who previously had a continuing contract with the Hamilton City Schools.

C. The member shall provide written documentation of all items listed above to the Assistant Superintendent for Human Resources not later than April 1 of the school year when continuing service status is to be considered.

D. Nothing in this Section shall be construed to alter or limit in any way the rights of the Board regarding its contractual options for a member who is eligible for continuing contract status.

3.03 ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

Under this section of the Contract, qualifications will include, but not be limited to, certification, seniority, advanced degrees, evaluations, workshops, additional educational training, and experience.

3.04 ASSIGNMENT

3.0401 Prior to the end of each school year, each principal will meet with each professional employee of his/her staff to discuss proposed assignments for the next school year.

3.0402 A written notice of the grade level or subject area assignment will be authorized by the Superintendent, and will be given to the professional employee prior to the last day of the school year.

3.0403 If any changes in assignment are necessary following the subject notification, an attempt will be made to work out the new assignment satisfactorily between the Superintendent or his/her designee and the professional employee.

3.05 INVOLUNTARY TRANSFER - REASSIGNMENT

3.0501 Decisions in regard to reassignment of professional employees fall within the scope of administrative discretion. Consideration will be given to the following:

A. employee effectiveness based upon performance of responsibilities, according to appropriate job description,
B. certification/licensure,
C. district seniority,
D. grade level/subject area seniority,
E. building seniority.

3.0502 Prior to the transfer, a meeting will be scheduled with the Superintendent or his/her designee to explain the reason for the transfer, to discuss available openings, and to consider the professional employee's preference.

3.0503

A. In the event that a school building is closed within the School District, the professional employees of said building shall be given preference for any job opening for which they are qualified.

B. In the event that a building closure or a District reorganization results in a professional employee being displaced from his or her building, grade level, or subject area, a displaced employee list shall be established by the Office of Human Resources. Qualifying professional employees may request that their names be added to the list by notifying the Assistant Superintendent of Human Resources by October 1 of the year of displacement of their desire to be placed on the list.

C. A professional employee's name will remain on the list for five (5) years. The name will be removed from the list if the employee has had the opportunity to make the transfer, but has chosen not to do so.

D. Displaced professional employees shall be notified of and considered for posted vacancies for which the professional employee is certificated/licensed which are similar to the position from which the professional employee was displaced.

3.06 VOLUNTARY TRANSFER

3.0601 All vacant bargaining unit positions shall be posted on the District web site and a hard copy will be sent to the Association President and Vice-president.

3.0602 All vacant positions occurring during the summer months shall be posted for a period of seven (7) calendar days on the district's worldwide web site.

3.0603 All postings done by June 1 shall include the following:
A. position available (level, building and subject)
B. deadline for application

C. effective starting date if different from the regular school year

3.0604 All requests for transfer shall be turned in to the Superintendent or his/her designee. Requests for transfer must be received in accordance with the deadline on the posting.

3.0605 The professional employee interested in a vacancy is responsible for contacting the appropriate administrator or the Office of Human Resources to request an interview. Professional employees with five (5) or more years in the District shall be granted an interview upon request. No assigning of new professional employees shall be made until all pending requests for transfers have been given due consideration.

3.0606 If a vacancy occurs between July 1st and September 15th, the above mentioned procedure may be waived.

3.07 PROMOTIONAL POSTINGS

3.0701 A promotional position is one covered by the administrative salary schedule.

3.0702 Promotional positions will be posted in the same manner as positions in 3.0601 and 3.0602.

3.0703 Postings shall include the following:

A. Positions available
B. Job qualifications
C. Deadline for application
D. Effective starting date

3.08 DISCIPLINARY PROCEDURES

3.0801 The Administration may take disciplinary action against any professional employee for just cause. If the infraction is of a severe nature, any or all of these steps may be waived. The steps are:

Step I - Verbal warning to the professional employee.
Step II - Written warning to the professional employee.
Step III - One day disciplinary suspension without pay.
Step IV - Three day disciplinary suspension without pay.

3.0802 There shall be a conference scheduled between the professional employee and the Administration to discuss the imposed discipline at the professional employee's request.

3.0803 The professional employee shall have the right to Association representation of their choice at any discussion(s) which may have a negative effect on their continued employment and/or discipline.

3.0804 Termination and suspension pending termination shall be according to law.

3.0805 Professional Misconduct Report

If a report is required by ORC 3319.313 and is being placed in the employee's personnel file as required by ORC 3319.314, a copy will be provided to the affected professional employee, and the association president will be notified that such a report has been filed.

3.09 REDUCTION IN FORCE

3.0901 Staff reduction may occur for the following reasons:

A. Decline in student enrollment
B. Return to duty of regular professional employees after leaves of absence
C. Suspension of schools or territorial changes affecting the District
D. Lack of funds
E. Change in programming.

3.0902 If staff reduction by suspension of contracts, in accordance with the above reasons, is deemed necessary, such suspensions shall be made as follows:

A. Suspension of contracts shall occur to professional employees on limited contracts first, and the order of suspension shall be determined on the basis of seniority by teaching field.

B. If the suspension of contract is necessary for any professional employees employed on a continuing contract, the order of suspension shall be determined on the basis of seniority by teaching field.

C. A professional employee shall have displacement rights within their respective contract status (continuing contract or limited contract) and within their areas of certification, and with no limited contract professional employee exercising displacement rights over any continuing contract professional employee. Displacement shall be limited to the individual with the lowest seniority in all areas of the professional employee's certification/licensure.

D. If a professional employee has been required to obtain a temporary certificate/license to meet the requirements of his/her current teaching assignment and he/she also holds provisional or higher certification/licensure in other teaching fields, that professional employee may elect to be placed with the appropriate contract status group in a provisional or higher certification/licensure area, and according to seniority, shall have displacement rights.

3.0903 As used in this Contract, seniority shall be defined as the length of continuous employment with the Board in a bargaining unit position. The seniority date shall be the date the employee signed their first contract within the period of continuous employment. In the case of a tie, the date of application will govern. Seniority shall be prorated for all professional employees on less than full-time status as follows:

more than one-half (½) day = one (1) year credit; one-half (½) day or less = one-half (½) year credit. Seniority shall not be interrupted by paid sick leave, personal leave, or military leave. Unpaid leaves of absence authorized by the Board shall not be considered a break in service. However, seniority shall not accrue during the term of the unpaid leave. It is agreed that this provision is retroactive for all professional employees.

3.0904 Seniority shall be lost when a professional employee resigns or retires or takes employment under a contract as a professional employee in another district while on layoff status. Professional employees whose contracts have been suspended shall have rights to recall within each teaching field as follows:

A. First recall shall be of professional employees on continuing contracts in order of seniority with the professional employee's elected area of certification/licensure first, then by other areas of certification/licensure.

B. If vacancies cannot be filled by professional employees on continuing contracts, then limited contract professional employees by seniority shall be eligible first in elected area of certification/licensure, then by other areas of certification/licensure.

C. The recall list shall be maintained for a period of two (2) years. Thereafter, a professional employee on layoff shall lose his/her right to recall.

D. If a vacancy occurs, the most senior qualified professional employee will receive notification by registered mail of the position. It is the responsibility of the involved professional employee(s) to advise the Board of the address where they can be reached. The professional employee(s) receiving such notice must respond within fourteen (14) days of the postmark of said offer indicating their interest in the position. If a professional employee does not accept a contract offer or fails to respond in the time stated, he/she will be removed from the recall list.

3.0905 When suspension of contracts is necessary, the Superintendent shall give notice prior to Board action.

3.0906 A list shall be prepared and kept updated ranking all professional employees on continuing contracts in the District by seniority in elected areas of certification/licensure and present teaching and building assignment; then all limited contract professional employees in the District by seniority, giving elected areas of certification/licensure, and present teaching and building assignments.

3.0907 In the event of a dispute concerning a professional employee's ranking on the seniority list, the area of certification/licensure elected by a professional employee, the order of suspension of contracts, displacement rights or recall, said dispute may be submitted to the grievance procedure.

3.0908 Professional employees on the recall list will be given preferential consideration on the substitute list.

3.10 EVALUATION

All teachers required to be evaluated under the Ohio Teachers Evaluation System shall be evaluated in accordance with a Memorandum of Understanding entered into between the Hamilton City School District Board of Education and the Hamilton Classroom Teachers' Association. Section 3.10 of the negotiated labor agreement shall be utilized for those teachers not required to be evaluated under the provisions of the Ohio Teachers Evaluation System in accordance with the terms of the Ohio Revised Code.

3.1001 Purpose of Evaluation

A. Evaluation in the Hamilton City School District is designed to promote improvement in instructional performance.

B. Professional employees have the opportunity to use initiative and leadership in defining specific goals and working cooperatively with evaluators in accomplishing them.

C. Goals of the evaluation process are intended to promote or provide:
   (1) Improved communication between administrators and staff
   (2) School and District goals
   (3) Better understanding of the scope of duties and responsibilities
   (4) Early provision of assistance for specific needs
   (5) Long and short-term goals toward which effort can be made to bring about improvement
   (6) Relationship of specific goals to day-to-day performance
   (7) Opportunity to assess periodically performance in terms of expectations
   (8) A written record of professional performance

3.1002 Evaluators

A. Principals and other personnel who are certified to conduct evaluations of professional employees have the duty and responsibility to make periodic evaluations of the performance of professional employees. Each professional employee to be evaluated shall be assigned a primary evaluator who shall be the building principal or his/her designee. A professional employee who is assigned to more than one building during the year of evaluation shall have one primary evaluator who shall be responsible for observations, conferences, and the final evaluation. The professional employee or the primary evaluator may request observations by, or conferences with, other principals or supervisors to which the professional employee is assigned. Such other principals or supervisors may conduct up to two (2) observations. The primary evaluator must conduct a minimum of one (1) of the three (3) observations. Both evaluations shall be conducted by the primary evaluator.

B. All monitoring and observation of the performance of the professional employee in connection with such evaluation shall be conducted openly and with full knowledge of the professional employee.

3.1003 Evaluation Schedule

A. All professional employees are subject to an annual evaluation. Professional employees to be evaluated in order of priority are as follows:
   (1) Professional employees eligible for continuing contract with exception of those who received satisfactory formal evaluation the previous year;
   (2) Professional employees who have received negative evaluation during the previous school year;
   (3) Professional employees new to Hamilton City Schools;
   (4) Designated professional employees who have been identified as in need of supervision;
   (5) Professional employees new to the building who have not had a recent evaluation;
   (6) Limited or continuing contract professional employees who have not had a recent evaluation.

3.1004 Observation/Evaluation Instruments

A. Written post-observation data sheets for each classroom observation will be provided to the evaluatee at the post-observation conferences, and a copy shall be sent to the Assistant Superintendent for Human Resources. These data sheets shall include the following information: Name of the evaluator and professional employee; date; school; grade or assignment; number of students; objectives or goals of the lesson; materials; lesson procedures/description; and contract status/recommendation. Flexibility in the use of pre-observation forms, pre-observation interview forms and post-observation data sheets and post-observation forms is agreeable, providing that information listed above is contained in the post-observation data sheet and any changes are made after input from the joint evaluation committee as previously constructed – three (3) professional employees selected by the association, and three (3) administrators selected by the superintendent.

B. The evaluation instrument shall be considered a part of this agreement and shall be included in the Appendix. This evaluation instrument shall include performance strengths and performance deficiencies, if any, contract status/recommendation, as well as providing a plan for improvement, including a listing of Means/Resources and specific recommendations to assist in the correction of deficiencies. Professional employees shall receive a copy of all evaluation reports within five (5) working days of the evaluation post-conference and shall have the opportunity to respond in writing. In the event a teacher is required to have an improvement plan, the teacher shall meet with his/her evaluator and shall have the ability to provide recommended input to the plan.

3.1005 Evaluation Process

A. Professional employees will be notified of their selection for formal evaluation no later than September 15 of each year. Late hires will be added upon employment. Professional employees applying for professional certification/licensure will be added through September 30th. Those who apply or intend to apply for professional certification/licensure after September 30th are required to inform the Assistant Superintendent for Personnel in writing prior to September 15th. Failure to do so will delay consideration for continuing contract status until the following school year after participation in the formal evaluation process.

B. As early in the school year as feasible, but no later than September 30th, evaluators will meet with evaluatees for the purpose of orientation.

C. A minimum of three (3) formal classroom observations consisting of at least thirty (30) consecutive minutes, resulting in two (2) formal written evaluations and post-conferences will be conducted during the evaluation process. A pre-observation conference is required for all but one classroom observation. Only one formal observation provided for in this process is required to be announced by the administrator.

D. A post-observation conference is required for all formal observations. The post-observation conference should be held as quickly as possible following the formal observation. The post-observation conference must be held prior to the next observation and shall allow time for the professional employee to act upon recommendations.

E. The first evaluation post-conference and written report (following a minimum of two formal classroom observations) shall be completed by January 15.

F. The final evaluation report and post-conference (following at least one additional classroom observation) shall be conducted by March 1, unless there are extenuating circumstances, but in no case shall the final evaluation extend beyond March 15.

G. Additional classroom observations shall be conducted as part of the final evaluation report at the request of either the professional employee or the primary evaluator. Request for any additional observations made by the professional employee shall be submitted in writing to the primary evaluator no later than February 15.

H. Informal observations may occur at any time to spot-check ongoing instructional activities, assess compliance with established building organizational routines and provide a vehicle for direct communication between professional employee and administrator. As opposed to formal observation, informal observation does not require a written report and scheduled post-conference.

I. A special report (an Anecdotal Statement) regarding the instructional performance of the professional employee may be placed in the file of a professional employee during any year. It may be a letter of commendation, however, it is also a means by which a written record of the existence of a problem may be noted when professional performance falls below expectancy. Before a special report may be filed, the staff member must be given a copy of the report and an opportunity to review the report and file a rebuttal, if desired.

J. Timelines contained within this procedure may only be changed by mutual agreement of the Board and the Association.

3.1006 The Superintendent or designee will notify the professional employee in advance of Board action of his/her intention to recommend termination or non-renewal of his/her contract.

3.11 PROFESSIONAL EMPLOYEE FILES

3.1101 File Location

A personnel file for each professional employee shall be maintained in the Office of the Assistant Superintendent for Human Resources. This shall be considered a confidential file as permitted under Ohio Law, and the only official file of recorded information of professional employees maintained by the Board and Administration.

3.1102 Access to File

A. Individual professional employees shall have access to their personnel file upon written request and appointment. Such access shall be in the presence of an administrator or designee. Requests of professional employees to have access to their personnel files shall be handled by the Assistant Superintendent for Human Resources.

B. Individuals who shall have access to a professional employee's personnel file shall be limited to Board members, the Superintendent, Assistant Superintendent for Human Resources, and other administrators who are directly involved in either the supervision of the professional employee, or an employment decision concerning the professional employee.

3.1103 Entry Identification

Except for material listed below, information placed in the professional employee's personnel file shall include the initials of the professional employee and the administrator placing the material in the file, with the date of examination by the professional employee and the date the material was placed in the file.

A. Letter of request by professional employee for consideration for a vacancy, transfer of position, leave of absence, or other special requests.

B. Copies of letters of commendation or merit directed to the professional employee.

C. Copies of professional leave request forms processed by the professional employee and administrator.

3.1104 Signature or Initial of Professional Employee

The professional employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional employee. The professional employee has the right to reply to any critical material in a written statement to be attached to the filed copy.

3.1105 Removal of Materials in File

Information in the personnel file may be removed upon mutual agreement of the professional employee and the administrator making the entry or the Superintendent.

3.1106 Anonymous Letters

Anonymous letters or materials shall not be placed in a professional employee's file, nor shall they be made a matter of record.

3.1107 Unauthorized Access

The contents of the personnel file of a professional employee shall not be disclosed to any person not authorized by the provisions of Board Policy, or the professional employee. A professional employee may only authorize access to his/her personnel file by submitting a written release to the Assistant Superintendent for Human Resources. Said release shall be maintained in the personnel file.

3.1108 Copies of Materials

A professional employee will be entitled to one (1) copy at a cost of ten cents (10¢) per page of any material in his/her file.

3.1109 Privacy Act

The provisions of this section shall constitute the adoption and implementation of rules providing for the operation of the system of professional employee personnel files in accordance with the provisions of Chapter 1347 of the ORC.

3.12 RESIDENT EDUCATOR PROGRAM

3.1201 Resident Educator a program of support provided by Hamilton City School District to meet the unique needs of an individual in the first four (4) years of his/her teaching career under a classroom teaching certificate/license.

3.1202 Definitions

A. Mentor Teacher: a teacher who will provide formative assistance to an entry-year teacher.

B. Resident Educator: a teacher in the first four (4) years of his/her teaching career under a teaching or educational personnel certificate/license.

3.1203 Selection Criteria For Mentor Teacher

A. The mentor teacher must have a minimum of five (5) years of teaching experience with at least three (3) years within the District and hold a valid teaching certificate/license.

B. The mentor teacher must have demonstrated excellence as demonstrated by recent evaluations/professional references and/or other professional materials.

C. The mentor teacher must have completed state training by the end of the first semester of the assignment.

3.1204 Selection Process

When a vacancy exists in a mentor position, the position will be posted in accordance with Section 3.06 of the Master Contract.

3.1205 Assignment/Working Conditions

A. The mentor teacher work week will be forty (40) hours. This workday will be eight (8) hours and include an uninterrupted 30 minute lunch period.

B Initial assignment as a mentor teacher shall be for a three (3) year term. An incumbent mentor teacher may apply for one additional consecutive three (3) year term. Mentor teachers returning to the classroom will have the option of returning to the building of their last assignment as long as a vacancy exists for which they are certificated/licensed. All openings will be discussed with the returning mentor with the goal of reaching mutual agreement on the assignment. If mutual agreement is not reached, the Superintendent/designee will assign the returning mentor teacher to a position within his/her certification/licensure.

C. A teacher having previously been assigned to a mentor position will wait a minimum of two (2) years before reapplying for the mentor assignment.

3.1206 A committee representing mentor teachers, resident educators, members of the Instructional Services Department, and the Association shall be formed prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Instructional Services Department.

3.13 TUITION-FREE ATTENDANCE

A. Children of professional employees residing outside the District may attend the Hamilton City School District in grades K-12 on a tuition-free basis.

B. Children of professional employees residing outside of the Hamilton City School District shall be eligible to attend the Board's preschool program under the following conditions:

1. The student must not be eligible to receive special education services. Such students are permitted to attend their district of residence tuition free.

2. Space must be available as of the annual deadline for enrollment. Preference will be given to residents of the Hamilton City School District.

3. The professional employees shall pay the same tuition rate charged to Hamilton City School District residents whose non-IEP eligible children attend the Board's preschool program.

4. Enrollment and space availability shall be determined annually. Therefore, in the event a professional employee's child is enrolled, the availability of space in the program will be determined each year.

3.14 DRUG-FREE WORKPLACE

3.1401 The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

3.1402 The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance and/or alcohol, by any member of the District's professional staff at any time while on District property or while employed in any District activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with the provision of the Master Contract between the Board and the Hamilton Classroom Teachers' Association.

3.1403 This policy shall not be construed as to inhibit or interfere with the legitimate use of non-prescription or prescription medications.

3.1404 Any employee convicted of an offense under a criminal drug statute must report his/her conviction to the Administration no later than five (5) workdays after the conviction. Failure to do so will result in discipline in accordance with the provisions of the Master Contract.

3.1405 Drug-Free Workplace Program

The board may implement a drug-free workplace program in accordance with the Ohio Bureau of Workers' Compensation Guidelines at Level I. Such program will require drug testing prior to employment, after accidents that require medical attention, and/or upon reasonable suspicion of impairment or intoxication as determined by the administration. A copy of the Ohio Bureau of Workers' Compensation drug-free workplace program procedural guide is available at ohiobwc.com.

3.15 JOB DESCRIPTIONS – Shall be according to Appendix-H of the Master Contract.

3.16 STAFF ATTENDANCE

3.1601 The principal and an Association Representative in each building shall serve as the Building Attendance Review Team (BART), and shall jointly review, on a confidential basis, the attendance of staff members in the building.

3.1602 In the event sporadic and regular absences are noted, the Principal and Association Representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the Principal and Association Representative may offer various types of assistance to the staff member in helping to resolve the attendance issue. In the event a professional employee has excessive and blatant absence as determined by building principal in consultation with the building BART representative, Section 3.1603 may be invoked immediately.

3.1603 If sporadic and regular absences exceeding seven (7) days within a school year are referred to BART for the same professional employee twice within a three (3) year period, and no improvement is noted, such absence history may be referred to the Office of Human Resources to determine whether further action is necessary. The Office of Human Resources, in reviewing any referral, shall consult with the HCTA President and the OEA Labor Relations Consultant prior to any further action it may deem necessary. Such action may include one or more of the following:

A. The building principal may include attendance as a part of the professional employee's improvement plan within the contractual evaluation process;

B. The office of Human Resources may require that any future sporadic and regular absences be documented by a physician's statement;

C. Other consequences deemed appropriate at the time.

ARTICLE IV:
TEACHING CONDITIONS

4.01 CALENDAR

4.0101

A. The school year shall consist of not more than one hundred eighty-six (186) days in session, two (2) days of which shall be for professional meetings. For professional employees new to the system, the school year shall consist of not more than one hundred eighty-eight (188) days in session, four (4) days of which shall be for professional meetings.

B. Professional employees employed by the Board, but assigned to work at a non-public school, shall work in accordance with the calendar of the non-public school, but shall work the same number of days as those professional employees assigned to schools operated by the Board.

C. The equivalent of one (1) day at the close of each quarter will be scheduled for record keeping for both the elementary and secondary schools.

The 1st quarter workday may fall on Election Day.

D. Elementary schools will dismiss 2 hours early at the end of each semester on the three secondary exam schedule days to allow professional employees adequate time to complete required record keeping.

4.0102 The following holidays and recess days will be included in the school calendar:

A. Labor Day
B. Two (2) Days at Thanksgiving
C. Winter Recess
D. New Year's Day
E. Martin Luther King's Birthday
F. Presidents' Day
G. Spring Recess
H. Memorial Day
I. July 4*
J. Good Friday

*For those professional employees working summer school and extended school year programs only.

4.02 SCHOOL CALENDAR

The Association shall be furnished a proposed school calendar in advance of the adoption of the calendar by the Board. In advance of adoption of the calendar, upon request by the Association, the Superintendent or his/her designee shall meet with representatives of the Association to discuss recommendations for the calendar.

4.03 TEACHING HOURS

4.0301 The starting and dismissal times for professional employees may vary from building to building.

4.0302 The professional employees' regular teaching hours shall be as follows:

The workday/hours for the 2014-2015 school year shall be defined in Appendix K.

A. The 9-12 grades professional employees' work week will be forty (40) hours. The workday will be eight (8) hours. This includes an uninterrupted lunch period of one-half (1/2) hour per day.

B. The middle school professional employees' work week will be forty (40) hours. The workday will be eight (8) hours. This includes an uninterrupted lunch period of one-half (1/2) hour per day.

C. The elementary school professional employees' work week will be thirty-eight hours and forty-five minutes (38 hrs., 45 min.). The workday will be seven hours and forty-five minutes (7 hrs., 45 min.). This includes an uninterrupted lunch period of one-half (1/2) hour per day. Daily elementary building schedules may be altered with the approval of the principal and the majority of the staff as long as the work week does not exceed thirty-eight hours and forty-five minutes (38 hrs., 45 min.). A copy of the altered schedule shall be submitted to the Superintendent and the Association President. Should either party determine that the altered workday is no longer acceptable, the workday shall revert to seven hours and forty-five minutes (7 hrs., 45 min.) on a date mutually agreed to by the parties.

D. The school nurses' working hours shall be forty (40) hours per week. The workday will be eight (8) hours. This includes a one-half (1/2) hour uninterrupted lunch period. The use of work week hours to be flexible and arranged by the scheduler of nursing services.

E. The school psychologists' working hours shall be eight and one-half (8½) hours per day with a thirty (30) minute uninterrupted lunch period. The school psychologists' schedule shall be aligned with assigned buildings and provided by the Special Education Department.

F. The Physical Therapist/Occupational Therapist workday may flex from day to day based upon scheduling conditions, but shall not exceed 40 hours per week. This includes a one-half (1/2) hour uninterrupted lunch period.

4.0303 All professional employees shall be given some preparation time each day.

A. Each elementary principal shall schedule each professional employee for thirty (30) consecutive minutes of planning time each day to the extent permitted by the building schedule.

B. Each elementary building principal in conjunction with his/her staff shall develop a plan that provides unassigned time prior to the start of the day as preparation time for professional employees. Professional employees may be required to be on duty at that time, on a rotating basis.

C. Secondary teachers shall receive preparation time equivalent to one (1) class period per day to the extent permitted by the building schedule.

4.0304 The duty assignments of individual professional employees set forth above may be changed so long as such change does not increase the number of hours during which the professional employees are required to be present. Prior notice for any change should be given.

4.0305 Inclement weather

A. In the event of a one-hour or two-hour delay in the start of a school day as a result of a calamity, the start of the professional employee's work day will be delayed by one or two hours respectively.

B. In the event of inclement weather when schools are open, if a teacher arrives less than twenty (20) minutes late due to weather conditions, the teacher's assignment will be covered within the building. In the event that a teacher is more than twenty (20) minutes late, a personal day will be used in increments of one-fourth (1/4) day. If no personal days are available, the teacher will be docked pay in increments of one-fourth (1/4) day.

4.0306 All employees shall be required to make up any calamity days beyond seven (7) in a contract year. These make-up days may or may not involve the attendance of students. If a make-up day(s) is deemed necessary by the Superintendent then a make-up schedule will be developed by the Superintendent and communicated to both the Board and Teachers Association.

In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report until 10:00 a.m. and shall end their work day at 3:00 p.m. Teachers will not be required to report to work if there is a Level 2 or 3 snow emergency ordered in Butler County.

4.04 STAFF MEETINGS

4.0401 Professional employees may submit to the principal appropriate agenda items for building meeting agendas. Agendas for these staff meetings shall be posted one (1) day in advance.

4.0402 Professional employees may be required to attend up to three (3) after school or evening programs or open houses.

4.0403 Attendance at additional inservice training programs beyond the regular workday may be requested. Such attendance will be voluntary and will be compensated at the current hourly rate.

4.0404 The following options will be considered in the order as stated for professional development:

A. During the times school is not in session (example: summer vacation)
B. Outside the regular school day
C. During the regular school day

4.0405 On-Line Training

A. The district may implement an on-line training program that will address safety, worker's compensation, compliance issues and other training that can be provided more efficiently on-line.

4.05 PARENT-PROFESSIONAL EMPLOYEE CONFERENCE TIME

The equivalent of two (2) days per school year may be scheduled for the purpose of parent-professional employee conferences. The Administration will announce the conference days on or before October 1. Staff may have input in rescheduling the conferences if necessary.

4.06 INSTRUCTIONAL COMMITTEES

4.0601 Professional employees are encouraged to participate on instructional committees (i.e. curriculum, retention, report cards, etc.). The scope and purpose of the committee will be outlined at the first committee meeting. Final reports of such committees, including the names of committee members, will be made in writing to the Superintendent or other appropriate administrators. If the committee meets during school time during the regular school hours, released time will be provided. If the committee is scheduled to meet after school hours, or during the summer, such time shall be compensated at the hourly rate (Such committee work is voluntary.)

4.0602 Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the professional employees in relation to textbook selection the Board agrees that determination of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among professional employees and administrators, subject to final approval of the Board.

4.0603 Professional Committees

Recognizing the need for meaningful professional development, a committee consisting of four (4) administrators (secondary and elementary), selected by the Superintendent, and four (4) educators (secondary and elementary), selected by the Association President, will meet to allow for the Association to provide input into district-wide in-service and professional development plans and programming. The committee will report to the Assistant Superintendent for Human Resources and the HCTA President no later than May 1st annually indicating any changes made for the

following school year or any recommendations that may affect the Master Contract.

4.07 FACILITIES

4.0701 The Board and the Association agree that each school building have the following facilities:

A. Every attempt shall be made to provide space in each classroom in which professional employees may safely store instructional materials and supplies.

B. An attempt shall be made to provide a professional employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

C. All attempts should be made to provide well-lighted, ventilated, clean professional employee lounges appropriate for professional employee relaxation.

D. All attempts should be made to improve off-street parking for all schools.

E. A communication system so that professional employees can communicate with the building office from their classroom.

F. Each professional employee shall, at the beginning of the school year, be furnished a key to his or her classroom and to the storage facility in that room. Said keys are to remain in the possession of the professional employee until the termination of the school year, or the professional employee's employment if this occurs prior to the end of the school year. If lost the professional employee is to notify the principal immediately. The cost of replacement is to be assumed by the professional employee. No keys are to be duplicated or loaned to another person.

G. Professional employees shall have safe and healthful conditions under which to carry out their professional duties, including adequate outside lighting and safe equipment necessary to perform duties.

H. Professional employees shall not be liable for loss by fire, theft, vandalism, burglary, or flood unless due to his/her own negligence.

I. Professional employees shall turn in daily all school monies for deposit to a designated collector.

J. Every attempt shall be made to provide adequate space with adequate facilities within each school for special service teachers, guidance counselors and psychologists to carry out their responsibilities with individuals or groups of students.

K. When the temperature in a classroom falls to an unreasonable level, the principal shall make every attempt to work with the maintenance department to rectify the situation.

L. Every effort should be made to notify the professional employee as far in advance as possible that his/her room will be used by an outside source.

M. A telephone that provides confidentiality will be provided in each building for use by professional employees.

N. All school buildings and grounds will be smoke free.

4.0702 The Board declares its intentions to provide adequate supplies and textbooks, and to coordinate the ordering of supplies and materials with curriculum changes. Inadequacies of supplies, textbooks and materials should be reported by the professional employee in writing to the principal, with a copy to the Superintendent.

4.0703 Specific announcement periods over public address systems shall be assigned and adhered to except in case of emergency.

4.0704 Whenever possible, clerical assistance will be provided to make routine entries and transfers on pupil records and to help with the issue and inventories of textbooks and supplies. School-wide testing programs shall, whenever possible, be limited to machine graded tests. Every effort should be made by principals and supervisors to reduce the amount of paperwork required of professional employees, so that the largest possible percentage of their time may be spent in actual planning and teaching.

4.0705 Any change in teaching conditions affecting the majority of the professional employee staff within a building shall be discussed thoroughly with the professional employee staff and principal prior to implementation.

4.0706 Professional employees shall be permitted to leave their schools during their lunch periods. Prior notice will be given to the office as to the time of leaving and returning.

4.0707 No professional employee shall be required to transport a pupil in his/her personal automobile.

4.0708 Dress and grooming shall at all times be in good taste, non-distracting, and appropriate for classroom teaching. This shall be determined by the central Administration in accordance with Board policy.

4.0709 Professional employees are not to leave their classroom until the conclusion of the period unless an emergency arises.

4.0710 Professional employees should be in their classroom when the tardy bell rings.

4.0711 Professional employees should go to their doors when the periods end to aid in the supervision of students in the halls unless otherwise directed.

4.0712 Professional employees are to leave written lesson plans and seating charts in their rooms before leaving at the end of the day. Professional employees without assigned rooms will leave them in their mailboxes. Lesson plans should be made out for three (3) days in advance.

4.0713 Professional employees shall be required to update grades in "Progress Book" or an equivalent on-line grading program at least once every two weeks as part of a professional employees' teaching duties.

4.08 ACADEMIC FREEDOM

The Board recognizes that a large part of the curriculum is made up of established truths and values, but also that gradual social change is inevitable, and that such change involves controversial issues. The Board states herein its policy of fostering in the Hamilton City Schools dispassionate, unprejudiced, and scientific study of controversial issues in an atmosphere void of partisanship and bias. Professional employees shall not attempt to limit judgment of pupils on controversial issues, but rather to foster the respect for facts and an impartial search for truth. The Board shall provide the necessary protection for such academic freedom.

4.09 STUDENT TEACHER

4.0901 No professional employee shall be assigned a student teacher without his/her prior consent. Student teacher supervision is not considered a regular duty as covered by the teaching contract of any professional employee and shall be a voluntarily accepted assignment.

4.0902 No professional employee shall be evaluated negatively because of his/her refusal to accept a student teacher.

4.0903 Upon his/her request, the professional employee considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college and/or university. A copy of that contract will be provided at the professional employee's request at no cost to the professional employee.

4.0904 The Board will provide student teachers with copies of the texts, guides, and building policies, when available, to assist them during their student teaching assignments.

4.10 GUIDANCE SERVICES

Guidance services will be provided at the high school, junior high, and elementary levels. Guidance services at the elementary level may be provided by a guidance counselor, a school psychologist, or a teacher on special assignment.

4.11 PROFESSIONAL EMPLOYEE SAFETY

To the extent permitted by law, the Board and the professional employee shall inform the other with regard to a student who is known to have an infectious disease or history of violent behavior. A joint committee will be established to review options and make recommendations to the Superintendent with regard to improving staff/student protection.

The Association will provide input to the Board to develop grade level appropriate student discipline referral form(s) to be used district wide.

4.12 WORK LOAD

Whenever work load becomes an issue, the Faculty Advisory Committee will formally review options for addressing the problem specific to that issue.

4.13 CLASS SIZE

The Association President will be provided with a listing of all class sizes throughout the district by September 30th. When a teacher or administrator identifies a concern on class size, said teacher and building administrator shall initially have a conference to resolve the problem. At the teacher's request an HCTA representative may be present. If no recommendations are satisfactory to both parties, the problem will be presented by the teacher, administrator, and Association representative to the Superintendent or his/her designee. The Superintendent's decision will be final and binding.

4.14 JOB SHARING

4.1401 Purpose

The purpose of job-sharing is to allow two members to share one teaching position within the school district. Job-sharing shall be voluntary and require the endorsement of the Assistant Superintendent of Human Resources and the principal in the building in which the teachers shall be sharing a position.

The Administrator's decision shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job-share. The Administrator's decision as to whether or not to endorse a job-sharing proposal shall be final and not subject to appeal or the grievance procedure.

4.1402 Initiation

All members have equal opportunity to apply for job-sharing. Members wishing to job-share must find their own team partner. Members interested in job-sharing must submit a written, joint proposal that follows the Master Contract. This proposal must outline some of the features to be included in the program. It is to be submitted to

their building principal and Assistant Superintendent of Human Resources prior to April 1 of the previous year. Prior to April 14th of the previous year, the agreed upon proposal shall be provided to the Association President.

4.1403 Required Elements of the Job-Sharing Proposal

A. Each team shall share one teaching position. Each team member will be properly licensed/certified for the assignment.

B. Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year unless a change is approved by teachers and building principal in writing.

C. Each team plan shall address unique elements of the positions and describe how such elements will be addressed. Continuity of instruction and services to the students is crucial.

D. Each team shall describe their teaching philosophy and standards and show that they are compatible.

E. Both members shall attend all required in-services, conferences, open houses, IEP meetings, and staff meetings.

F. Both members shall assess students as usual and attend to all applicable classroom management duties.

G. The members will be expected to maintain close communication on a daily basis.

H. The building principal may during the course of the school year implement any operational changes that the principal may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the Master Contract.

4.1404 Teacher Employment Rights

The participating members shall, during their employment on a job-sharing basis:

A. Be subject to all provisions of the Master Contract, except as modified in this article.

B. Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full time teachers.

C. Accrue seniority and service years on a full time basis.

D. Earn and use sick leave and personal leave on the basis that a day is a day. However, any carry-over of leaves from a full time contract into a job-sharing

contract shall be at a 200% rate, and any carry-over of leaves from a job-sharing contract into a full time contract shall be at a 50% rate.

E. Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team member.

F. Receive medical, dental and vision insurance with the amount paid for the premiums by the Board not to exceed the total cost it normally would assume for one full time teacher with a family medical plan based upon the requirements set forth in the Master Contract. The overriding purpose of this section is to assure that, with the exception of providing each member with a life insurance policy in accordance with the Master Contract, the Board's cost of providing insurance to the team is no greater than that which it would incur if the work of the team were performed exclusively by the individual having the most costly insurance premium in each coverage category.

The following situations may develop based upon the needs of the two teachers.

Member A One family plan or one single plan
Member B No insurance coverage
The Board shall pay full premiums for Member A

Member A One family plan
Member B One family plan
The Board shall pay one-half of the Board's required premium payments for each teacher. Each teacher shall be responsible for the remaining monthly premium payments.

Member A One single plan
Member B One family plan
The Board shall pay premiums for each teacher based upon the ratio between the two premium amounts calculated by adding the Board's share of the two premiums together, dividing one by the other to reach a percentage amount of each premium to be paid.

G. A member's contract status shall not be affected by participation in the job-sharing program.

4.1405 Discontinuation of the Job Sharing Team

A. Should the Board, building principal or either of the involved members wish to discontinue the job sharing program for a subsequent school year, the member on the team having the greater seniority shall retain the position on a full time basis for the following year. If discontinuation of the job-sharing program results in the reduction of a teaming position, Article 3.09 Reduction in Force may apply. The member with the lesser seniority may be subject to the RIF policy and placed on a suspended contract with appropriate recall rights.

B. Participating members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a member be released from the job-sharing program during the course of the school year, the other member shall assume all the teaching responsibilities and return to full time status unless otherwise agreed to by the principal.

4.15 COMPLAINTS AGAINST A PROFESSIONAL EMPLOYEE

4.1501 Initial attempts to settle complaints against professional employees shall first be made informally through personal, private conferences at the school level among professional employee, pupil, parent, principal, and other appropriate staff personnel.

4.1502 The building principal will inform the professional employee of the complaint directed toward him/her in a timely manner. The administrator shall offer every reasonable assistance in solving the problem.

4.1503 Meetings to discuss problems shall be scheduled at mutually convenient times.

4.1504 If the Administrator concludes that there was no basis for the complaint, then there shall be no record of the investigation or complaint in the professional employee's personnel file.

4.1505 If any complaint being investigated could lead to disciplinary action against the professional employee, the professional employee has a right to Association representation.

ARTICLE V:
COMPENSATION

5.01 SALARY

5.0101 Salary compensation under a regular teaching contract shall be in accordance with the salary schedule (Appendix A).

5.0102 Each professional employee employed by the Board shall be given credit for up to one (1) year of service outside the District, whether private or public, or up to five (5) years of military service in the Armed Forces of the United States or a combination of both, not to exceed six (6) years for proper placement on the salary schedule. Placement may exceed six (6) years if the length and value of prior services warrant such determination to meet the needs of the District as recommended by the Superintendent and approved by the Board. Teachers shall receive credit and placement on the salary schedule for previous academic training. Placement on salary schedule shall not necessarily align with years of teaching experience in Hamilton City Schools.

5.0103 Low-Density Teacher Licensure Incentive Hiring Program

The Board shall have the ability to offer a hiring incentive payment to newly-hired teachers in the amount of $10,000.00 payable in 4 installments over 3 years. The payment will be in the amount of $2,500.00 to be paid on the second pay period in July, prior to the teacher beginning his/her job assignment and shall continue to be paid in the amount of $2,500.00 for the next 3 successive payrolls in July.

Prior to implementing a teacher incentive offer to a newly-hired employee, the Assistant Superintendent of Human Resources shall provide at least 48 hours notice to the HCTA President of the utilization of the teacher incentive hiring program and the position in the area of certification applicable. In the event the Board implements a hiring incentive program during a given contract year, any teacher hired into a position requiring a license for which the incentive payment is eligible shall be entitled to receive the incentive payment regardless of whether or not the incentive program was initiated at the time of the employee's initial offer.

Only "newly-hired" teachers to Hamilton City Schools shall be eligible for the low-density teacher hiring incentive program. An individual with prior service with Hamilton City Schools must experience a break in service to be considered "newly-hired."

The Board shall not arbitrarily or capriciously choose to utilize the hiring incentive payment.

5.0104 One year's teaching experience for salary placement shall be defined as not less than one hundred twenty (120) days of full-time or part-time teaching during a given school year.

5.0105 A year of military service is defined as twelve (12) months or major fraction thereof. (i.e. 43 months = 3 years, 7 months = 4 years.)

5.0106 In order to qualify for the Master's degree + 30 column of the salary schedule, the professional employee must have credit for thirty (30) graduate hours which were completed after the Master's degree.

5.0107 For proper placement on the salary schedule, the professional employee being employed shall furnish an official transcript of credits, verification of teaching and/or substitute teaching experience, a valid teaching certificate, and if armed forces credit is to be granted, a copy of discharge or separation papers, to the Board Treasurer no later than October 15. Upon submission of such information, the professional employee shall, upon Board approval be moved to the proper placement on the salary schedule retroactive to the beginning of that professional employee's contract year.

5.0108 The Treasurer will notify an employee who has been inadvertently overpaid, and such notification shall outline a reasonable repayment schedule.

5.02 EXTRA DUTY - SUPPLEMENTAL CONTRACTS

5.0201 All professional employees assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.

5.0202 Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual professional employee, such additional time to be paid at the rate as established by the adopted supplemental salary schedule (Appendix B). No individual professional employee shall be required to accept a supplemental contract.

5.0203 <u>Extracurricular Compensation</u>

A. Salary compensation for all extracurricular positions shall be according to Appendix B of the Master Contract.

B. Experience placement on the Extracurricular Index shall be based upon the total years of service, not necessarily continuous, in the same or a like position in chartered (public or non-public) schools. Service in the same or a like position for purposes of experience placement on the Extracurricular Index shall be determined by the Superintendent or designee.

5.03 EXTENDED SERVICE

5.0301 Extended service shall be defined as employment for more than the regular contract year.

5.0302 Professional employees on extended service shall be paid their per diem rate as determined by dividing their regular base salary by the number of days in the contract year.

5.0303 Current salary shall be determined by the August 1 date. All service after August 1 of each calendar year shall be at the rate of pay for the ensuing school year. All service prior to August shall be at the rate of the last day of school for that year.

5.04 COMPLIMENTARY PASSES

5.0401 In addition to the faculty of the school involved, all professional employees shall be issued a complimentary pass to all Hamilton City School District sponsored activities as follows:

A. Grades 9-12 - One hundred tickets (100) per game or event. Events where a sellout is anticipated may be excluded. All tickets must be requested forty-eight (48) hours prior to the event, and by the person requesting the complimentary tickets. Tickets can be picked up at the office or ticket booth the day of the event.

B. Middle Schools and Elementary Schools - All professional employees are permitted to attend all performances by identifying themselves at the gate or door. Events where a sellout is anticipated may be excluded.

5.0402 Tickets requested and issued are not transferable and shall be marked as such on the face of the ticket.

5.05 TRAVEL REMUNERATION

In arranging schedules for professional employees who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such professional employees will be notified of any changes in their schedules as soon as practicable. Any professional employee who does not get a pay differential with travel included and is assigned to two (2) or more buildings per day, shall be reimbursed for travel expense between buildings at the IRS rate established in the previous calendar year.

5.06 PAYROLL PROCEDURES

5.0601 Twenty-four (24) pay periods will be the standard procedure, and a list of pay dates and procedures will be submitted to each professional employee on or before the first payday in September.

5.0602 Paydays shall fall on the 5th and 20th of each month. If the regular payday falls on a scheduled holiday, the deposit will be made on the workday preceding the holiday, but not before the Tuesday prior to payday.

5.0603 If the provisions of 5.0601 and 5.0602 conflict, the Board and the Association shall consult to determine the timing and frequency of payment.

5.0604 Payroll shall be by direct deposit with electronic payroll stubs.

5.07 PAYROLL DEDUCTIONS

The following payroll deductions will be provided at no cost to the professional employee.

A. Credit Union (Aurgroup)
B. United Way
C. Tax Sheltered Annuities and/or mutual funds for currently authorized companies or additional companies which have at least 10 members initially enrolled.
D. Cancer Intensive Care Insurance (American Life Assurance Co.)
E. Fund for Children and Public Education
F. YMCA and YWCA
G. Section 125 Reimbursement Accounts
H. Insurances Selected From Section 125 Provider
I. Other Deductions Required By Law

5.08 COLLEGE COURSEWORK REIMBURSEMENT PLAN

The Board proposes to reimburse professional employees for college courses successfully completed with the following conditions:

A. College reimbursement amounts will be $135.00 per semester hour or $90.00 per quarter hour.

B. Maximum of six (6) semester or nine (9) quarter hours per year;

C. Hours must be in the teachers' area(s) of certification/licensure, the area(s) that they are teaching, or related to their Local Professional Development Committee's (LPDC) approved Individual Professional Development Plan (IPDP).

D. The hours are subject to approval, in advance, by the Assistant Superintendent for Human Resources; and

E. The grade received must be a "B" or better or "Pass" in a Pass/Fail course.

5.09 MODULAR PAY

5.0901 When necessary (e.g. no substitute available, limited class coverage needed, etc.), administrators may select teachers on a volunteer basis to cover classes during their preparation period. A list of participating teachers will be submitted to the Assistant Superintendent for Human Resources at the beginning of each school year. Additional names may be added throughout the year. Volunteers shall be selected using criteria based on subject area, grade level, common teams, then rotation of turns.

5.0902 Compensation shall be made only when a teacher is requested to volunteer by an administrator and shall not be paid when teachers agree among themselves to cover one another's classes.

5.0903 Volunteers shall be compensated at the following rates:

Middle & HS (7 -12).....5/6 of the hourly rate per period

Elementary (K-6) as follows:

1-9 students	=	$ 50.00 per day
10-19 students	=	$ 100.00 per day
19 and over students	=	$ 150.00 per day

ARTICLE VI:
INSURANCE

6.01 GENERAL PROVISIONS

The Board shall provide each professional employee who works half-time or more with the following insurance coverage through a plan approved by the State of Ohio:

A. Basic hospital-surgical and major medical
B. Prescription drug (if enrolled in Basic Plan A above)
C. Dental
D. Vision
E. Life
F. Liability

6.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

6.0201 In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans, or one (1) family plan.

6.0202 Medical insurance paid by the Board for a Comprehensive Major Medical Package is as follows:

A. In the event an employee decides to utilize the Classic plan, the Board will contribute the same amount the Board would have contributed had the employee utilized the Choice plan. The employee is responsible for the difference.

B. The Board shall contribute eighty-five-percent (85%) per month toward single, family or single plus one plan coverage. Employees must pay costs that exceed this amount.

6.0203 Each professional employee that elects to receive no Board paid Hospital, Surgical and Major Medical; Dental; Drug; and Vision insurances shall receive a five hundred dollar ($500.00) bonus. Once an employee has determined his/her insurance status, no change can be made for the balance of the plan year except due to a change in family status or employment status of the employee or the employee's spouse.

A. Determination of those professional employees qualifying for this bonus shall be at the end of an open enrollment period during the month of November.

B. A professional employee and his/her spouse who are both employed by the Hamilton City School District, shall be eligible for the bonus if one professional employee elects family coverage and the second professional employee elects no coverages as stated above.

C. Payment for this bonus shall be provided by the second paycheck in January.

6.03 MEDICAL INSURANCE SPECIFICATIONS

The Board will provide health benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.04 PRESCRIPTION DRUG INSURANCE

The Board will provide prescription drug benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.05 DENTAL INSURANCE

6.0501 The Board of Education shall contribute a maximum of ninety-two (92%) for single plan coverage and fifty-seven and one-half percent (57.5%) for family or single plus one plan coverage toward a dental insurance policy. Employees must pay costs that exceed these amounts. In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans.

6.0502 The Board will provide dental benefits through the Butler Health Plan (BHP) as outlined in the current benefit plan book.

6.06 VISION INSURANCE

The Board of Education shall contribute a maximum of ninety percent (90%) for a single plan coverage and sixty-five percent (65%) for a family plan coverage toward a vision insurance policy. Employees must pay costs that exceed these amounts. In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans.

6.0601 Eligible dependents will be covered to age twenty-five (25).

6.0602 Vision benefits shall be those benefits contained in the Hamilton City Schools Vision Health Benefit Plan as designed by the insurance committee and dated August, 1991.

6.07 TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The Board shall provide each professional employee who works half-time or more, term life insurance in the amount of one and one-half (1 1/2) times the professional employee's annual salary rounded to the next thousand dollars as well as benefits for accidental death and dismemberment. Except for new hires, coverage shall be adjusted once each year to become effective on November 1 based on the sum of all contracts as of October 15 of each year.

6.08 LIABILITY INSURANCE

6.0801 The Board will provide liability insurance for all professional employees covered by this Agreement.

6.0802 The Board will make every effort to provide liability insurance for all professional employees covered by this Agreement who transport students. Should the Board be unable to provide such insurance, no professional employee shall be required to transport students.

6.0803 The Board provided liability insurance shall be the primary carrier for all liability claims against any member of the bargaining unit.

6.09 APPLICATION FOR COVERAGE

6.0901 For professional employees to receive the insurance benefit programs, they must complete the necessary applications and provide all information needed by the insurance companies and the Board. (See Appendix F)

6.0902 Any professional employee employed but not covered by insurance may apply during the open enrollment period beginning November 1 of each year and terminating November 30 of each year.

6.0903 In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees are limited to two (2) single plans, one (1) single plus one plan, or one (1) family plan. Employees hired during the school year will have a period of thirty (30) days from their date of hire to apply for insurances.

6.10 EFFECTIVE DATES

6.1001 The insurance will become effective for new professional employees on their first day of employment according to the starting date on their contract provided all necessary forms are completed and received by the Board Treasurer.

6.1002 Insurance coverage for current professional employees will become effective upon receipt by the Board Treasurer of completed application and acceptance by the insurance company.

6.11 TERMINATION OF INSURANCE

Such insurance shall continue in effect in accordance with the provisions of the Master Contract until:

A. The professional employee withdraws in writing from the insurance program(s).
B. The effective date of their resignation, retirement, or termination.
C. It is terminated in accordance with Section 6.1203 of this Agreement.

6.12 INSURANCE COVERAGE WHILE ON LEAVES

6.1201 The insurance program(s) that the professional employee properly applies for shall continue in effect during absences or illness, and paid leaves of absence as specified in the Ohio Revised Code or under the provisions of the Family and Medical Leave Act of 1993.

6.1202 Professional employees under partial or unpaid leaves shall be eligible to participate in the group insurance plans set forth in this Contract at the professional employee's own expense. The professional employee shall make arrangements in advance for such continued participation with the office of the Board Treasurer and by remitting the premiums to the Board Treasurer in advance. Such remittance of premiums shall not be required more than thirty (30) days in advance.

6.1203 The Board Treasurer shall terminate insurance coverage immediately for each professional employee who is absent without authorized leave, but such coverage shall be reinstated immediately upon the professional employee's return to work. During the interim period between the start of a professional employee's absence without authorized leave and the time the insurance carrier is able to terminate the insurance coverage for said professional employee, the Board shall have the right to deduct from the professional employee's salary an amount equal to the professional employee's pro rata share for insurance coverage for each day of unauthorized absence up to the time the termination becomes effective.

6.13 CONVERSION RIGHTS

Upon separation from employment, the professional employee shall have the right to assume such coverage at his/her expense in accordance with the policy in effect and with the consent of the insurance carrier. It is the professional employee's responsibility to arrange this coverage with the Board Treasurer's office.

6.14 INSURANCE INFORMATION

The carriers of each insurance benefit program shall provide the Association with all annual summary reports and rate increase data and information at the same time that it is provided to the Board.

6.15 PROFESSIONAL EMPLOYEE ASSISTANCE PROGRAM

6.1501 The Board will provide, at no cost to the professional employee, a comprehensive full-service employee assistance program.

6.1502 This program will provide confidential, professional consultation and assessment/referral services to professional employees whose job performance is or may be adversely affected by alcoholism, emotional problems, family discord, drug dependence, stress, financial or legal trouble, or other personal problems.

6.16 FLEXIBLE FRINGE BENEFIT PROGRAM

6.1601 The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed $2,500 annually may be set aside by the employee for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Vision Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, and Dependent Care. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s), shall pay the monthly administration fee.

6.1602 A Flexible Fringe Benefit Election Form may be found in the office of the Treasurer and is hereby incorporated by reference.

ARTICLE VII:
RETIREMENT BENEFITS

7.01 RETIREMENT PAY

A. Retirement pay shall be a one time, lump sum payment to eligible professional employees who retire before the calendar year in which they attain the age of 55.

B. The Board will implement an Accumulated Leave Plan through VOYA for the purpose of tax sheltering the retirement pay of retirees who attain age 55 during the calendar year in which they retire and those who are older.

7.0102 A professional employee's eligibility for retirement pay shall be determined based upon the following criteria:

A. The professional employee under contract as a full time teacher retires from the school system. For purposes of this section, retirement means disability or service retirement under any state or municipal retirement system in this state. The professional employee must be eligible for disability or service retirement as of the last date of employment. The final date of employment is the last date for which he/she received salary compensation.

B. The professional employee must have proved acceptance into the retirement system by having received and cashed his/her first retirement check.

C. The professional employee as of the final date of employment, as defined above, must have not less than ten (10) years of service with this School District, the state, or its political subdivisions.

D. The professional employee must sign for his/her retirement check certifying all eligibility criteria has been met.

E. All employees age 55 or older in the calendar year of retirement will have severance paid through the accumulated leave plan. Any amount exceeding the 415 limit will be paid the January following retirement through the accumulated leave plan. The Board will select the accumulated leave plan provider.

7.0103 The amount of benefit due a professional employee shall be calculated by:

A. Determining the number of retirement days due:

Accumulated Days of Sick Leave	Ratio of Payment	Maximum Days
1 - 150	4 to 1	37.5
150 - 285	2 to 1	67.5
286+	No Additional Payment	

The total maximum accumulated sick leave to be paid is 105 days.

B. Days of retirement pay due multiplied by the daily rate of pay. Daily rate of pay equals base pay in the professional employee's contract of employment at retirement divided by the number of days in the approved calendar for the position.

7.0104 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the professional employee.

7.0105 In the event of death of a professional employee, retirement pay, as provided in 7.0103, shall be paid to the estate of the professional employee, if the professional employee has satisfied the conditions set forth in Sections 7.0102 (A) and (C).

7.0106 Any employee who submits their intent for retirement effective no sooner than June 30th of the year of retirement by submitting a written letter of resignation to the Superintendent or the Superintendent's designee prior to February 1 of the school year shall receive an Early Notice of Retirement/Resignation bonus of $1,000.00, payable upon the employee's providing verification of STRS retirement status.

7.02 RETIREMENT CONTRIBUTION PICK-UP

The Board herewith agrees to implement the salary reduction method of the "pick-up" of professional employee retirement contributions to the State Teachers Retirement System on the following terms and conditions:

A. The total contribution paid by the professional employee will be picked up (tax sheltered) and paid on behalf of each professional employee.

B. The "pick up" will be uniform for all professional employees. Member participation shall not be optional.

C. The amount picked up by the board will not reduce the professional employee's or the Board's contribution to STRS.

D. Earnings will include the amount of the professional employee's contribution to STRS and such picked up amount may be included in computing final average salary for retirement purposes.

E. In the event of an adverse ruling by IRS with regard to employer "pick-up" or in the event of any other adverse ruling by a court of law or federal, state, or local agency holding this procedure invalid, the Association and the Board agree to discontinue the procedure.

ARTICLE VIII:
LEAVES

8.01 PAID LEAVES -- SHORT-TERM LEAVES

8.0101 Professional Leaves, Conferences and Visitations

A. Professional leave is defined as leave for attendance at professional meetings of relatively short duration such as conferences, workshops, or seminars, for a visitation to other schools within a reasonable distance, or for other professional growth opportunities.

B. Professional employees are encouraged to develop professional growth plans which are based on district, building, and student needs, as well as identified professional growth needs.

C. Professional employees who wish to be absent on school business must complete the Request for Professional Day form (see Appendix N) and submit it to their principal at least one (1) week prior to the day of absence. Final approval will be granted or denied by the Assistant Superintendent for Instructional Resources.

D. Professional employees may be granted professional leave if:
   (1) The request is directly related to their assigned duties as a professional employee and is designed to improve the professional employee's performance in their assigned duties, and/or
   (2) The request is directly related to the professional employee's professional growth plan as described in 8.0101(B) above.
   (3) Other professional meetings as approved by the Administrative Assistant Superintendent for Instructional Resources.

E. When sources of funding are available, reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized (as part of Appendix N).

8.0102 Personal Leave (See Appendix C for form)

A. Personal leave is authorized for urgent and/or unique personal business which cannot be scheduled outside regular school hours.

B. The Assistant Superintendent for Human Resources or designee will grant up to three (3) days personal leave yearly to all full time professional employees. Staff members teaching half time will be granted up to three (3) half-days personal leave.

C. Personal Days shall be requested as follows: Written requests should be forwarded to the Assistant Superintendent at least forty-eight (48) hours prior to such leave when possible.

D. Personal leave is not intended to extend vacations or holidays. If personal business of the professional employee fits the guidelines listed in paragraph (A) above, it shall be treated the same on these days (days immediately preceding or following a vacation or a holiday) as any regular workday. Urgent and/or unique personal business does not include recreation, shopping, seeking employment, other employment, pleasure trips, accompanying someone on a business or pleasure trip, extending a holiday or vacation, or other similar activities. The Assistant Superintendent for Human Resources may grant an exception to these restrictions, and shall notify the Association President of the granting or denial of the request for an exception.

E. If a request for personal leave is denied and the professional employee believes their request fits the guidelines for personal leave, or if the professional employee believes that an exceptional or emergency situation exists, the professional employee may request and will be granted a meeting with the Assistant Superintendent for Human Resources to discuss the denial. The professional employee may be accompanied by an Association representative. If the request is still denied, a grievance may be filed directly to Level Two.

F. Any unused personal leave days will be converted to sick leave days. Sick leave days earned in this manner may be accumulated beyond the 285 day maximum. Calculation of retirement pay shall remain as stated in Section 7.0103 of the Master Contract.

G. Use of the three (3) personal leave days is unrestricted with the exception of all Fridays and the month of May, both of which require a specific reason and administrative approval.

H. If personal leave is improperly used, the individual may be suspended or terminated in accordance with O.R.C. 3319.16.

I. Personal leave shall be applied uniformly.

8.0103 Assault Leave (See Appendix D for form)

A. In accordance with O.R.C. 3319.143, a professional employee who is absent from work due to a physical disability resulting from an assault which occurs in the course of Board employment shall be maintained on full pay status for the period of disability.

B. The assault leave forms to be completed by the professional employee and his/her attending physician in order to implement assault leave are attached.

C. The professional employee will provide the following information as soon as reasonably possible after occurrence of the incident:
(1) Date and time of incident,
(2) Identification of the individual(s) causing the assault, if known,

(3) Facts and circumstances surrounding the assault.

8.0104 Sick Leave

A. Professional employees, upon the approval of the responsible administrative officer for the School District, may use sick leave for absence due to personal illness, pregnancy related illness/condition, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the professional employee's immediate family.

B. All professional employees shall be granted annually fifteen (15) days of sick leave. Continuing as in the past, five (5) days of sick leave shall be advanced in September for the months of September, October, November, and December. Thereafter, one and one-fourth (1 1/4) days per month shall be added as it is earned, for a total of fifteen (15) days per year. Accumulation of unused sick leave is allowed to a maximum of three hundred (300) days.

C. The Business Office will provide dated notification of sick leave on each payroll.

D. Sick leave will be deducted in multiples of one-fourth (1/4) day, based upon each individual's workday. In all cases, where possible, the principal will attempt to cover the absence of a teacher using one-fourth (1/4) day of sick leave within the existing available building staff.

E. If the regular teacher has not informed the principal that he/she will return the next day, and both the regular teacher and the substitute appear for duty the following morning, the regular teacher shall lose one-half (1/2) day's sick leave or one-half (1/2) day's pay.

F. Professional employees are required to furnish a written, signed statement on forms prescribed by the Business Office to justify the use of sick leave. If medical attention is required, the professional employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or termination of employment.

G. For purposes of this Section, immediate family is to be interpreted to mean father, mother, sister, brother, husband, wife, children, stepparent, stepchild, immediate relative-in-law, grandparents, grandchildren, or a person living in the same household.

H. A Transitional Work Force Committee shall exist to study and recommend methods and procedures to reduce the District's Workers' Compensation premiums. This committee shall consist of three individuals from each District employee union. Each union shall appoint its representatives. The Board may appoint up to three representatives, one who shall be the Treasurer, who shall serve as the chairperson.

8.0105 Death in the Immediate Family

A. Professional employees who have a death in the immediate family may be granted an absence with no deduction in pay. This leave shall be charged against sick leave.

B. For the purpose of this Section, immediate family is to be interpreted to mean spouse, children, stepchildren, brothers, sisters, fathers, mothers, stepparents, grandparents, grandchildren, aunts and uncles, cousins, nieces and nephews, relatives-in-law, and any person living in the same household as the professional employee.

8.0106 Jury Duty

When a professional employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the professional employee his/her regular pay. The professional employee shall surrender his/her per diem, excluding transportation, meals, and room, for court services to the Board Treasurer. It is the responsibility of the professional employee to collect for his/her jury duty.

8.0107 Court Services

When a professional employee under contract is subpoenaed to serve as a witness (not as a plaintiff or defendant) in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance. The professional employee shall surrender his/her per diem, excluding transportation meals, and room, for court services to the Board Treasurer. It is the responsibility of the professional employee to collect for his/her court services.

8.02 PARTIALLY PAID LEAVES

8.0201 Exchange Teaching

In an exchange of professional employees with a foreign country, if the foreign professional employee is employed directly by the Hamilton Board, the Hamilton professional employee making the exchange will be granted the difference between his/her salary on the Hamilton schedule and the salary to be paid the foreign professional employee by the Hamilton Board. This rule applies if the salary schedule is greater than that of the foreign professional employee on the Hamilton salary schedule.

8.0202 Sabbatical Leave

A. A professional employee who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

(1) The professional employee shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed.

(2) The professional employee may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the professional employee has completed twenty-five (25) years of teaching in this state.

B. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional employees at any one time, nor allow a part salary in excess of the difference between the substitute's pay* and the professional employee's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any professional employee more often than once for each five (5) years of service, nor grant a leave a second time to the same professional employee when other professional employees have filed a request for such a leave.

*In the event that a substitute is not employed, B.S. 1 salary shall be used in lieu of the substitute's pay in calculating the professional employee's expected pay.

8.0203 Maternity Leave

A. Any professional employee who is pregnant is entitled to a leave of absence for up to one (1) year at any time between the commencement of her pregnancy and the birth of the child(ren) if, except in cases of medical emergency, she notifies the Assistant Superintendent for Human Resources at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Assistant Superintendent of the length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

B. Upon the written request of the professional employee, up to one (1) additional year of maternity leave may be granted. Such request shall be submitted to the Assistant Superintendent for Human Resources no later than ninety (90) days prior to the original date of return.

C. When feasible, maternity leave shall begin and/or end coincident with the end of a semester break in the school calendar.

D. In cases of medical emergency caused by pregnancy, the professional employee shall be granted leave as provided in this section, immediately upon her request and certification of the emergency from an attending physician.

E. Any professional employee who is pregnant may continue in full employment as late into pregnancy as she desires if she furnishes a statement from a physician certifying her ability to continue without jeopardy to the health of the professional employee and/or that of her unborn child and her ability to perform the responsibilities of her position.

F. For employees who have worked a total of 1,250 hours or more during the twelve (12) months preceding maternity leave, health insurance will be paid by the Board during the first twelve (12) weeks of leave. Employees who are receiving paid health benefits shall be required to use all accumulated sick leave and personal days for the period of time during which they are receiving paid healthy benefits. If the professional employee remains on leave for more than twelve (12) weeks, the professional employee may not use accumulated sick leave days after the professional employee's physician certifies that the professional employee is capable of performing the professional employee's regular teaching duties.

G. Those professional employees who have worked less than a total of 1,250 hours during the twelve (12) months preceding maternity leave may take all or part of a leave because of a temporary disability caused by pregnancy. However, the professional employee is not entitled to take her accumulated sick leave days when the professional employee's physician certifies that the professional employee is capable of performing the professional employee's regular teaching duties.

H. The use of Intermittent or Reduced Leaves shall be controlled by the provisions of the Family and Medical Leave Act of 1993. The Board may require certifications regarding Parental and Family Leaves as set forth in the Family and Medical Leave Act of 1993.

I. The professional employee is entitled to complete the remaining leave without pay and/or Board paid benefits.

J. In the case of miscarriage, or the death of the child, the professional employee may terminate the maternity leave upon written notice to the Assistant Superintendent for Human Resources. However, when feasible, this return shall coincide with the end of a semester break in the school calendar.

K. In case of adoption, the adoptive parents have the same right to unpaid maternity leave as parents who have given birth. Adoptive parents may use paid sick leave for up to twelve (12) weeks after the newly adopted child arrives.

L. Paternity Leave – A parent who did not give birth may use sick leave upon the birth of a child for up to three (3) weeks immediately after the birth of the child.

8.03 UNPAID LEAVES

8.0301 Military Leave

A. Leaves of absence shall be granted in accordance with applicable law.

B. Any period so served as a professional employee shall be applied to the salary schedule set forth as if such period has been served by the professional employee in the Hamilton City School System. (O.R.C. 3317.13)

8.0302 Government Service Leave

A. Leaves of absence may be granted up to two (2) years to professional employees with tenure status in Hamilton who join as full time participants in a government program.

B. Compensation for such service shall be paid by the government. Any period so served as a professional employee shall be applied to the salary schedule set forth in this agreement as if such period has been served by the professional employee in the Hamilton City School System.

8.0303 Family and Medical Leave

A. Family leave for reasons of adoption, child rearing or extended child care, and medical leave to care for a spouse, parent or child with a serious health condition or due to a serious health condition which prevents the employee from performing his/her duties shall be granted without pay to the professional employee.

(1) In cases of family leave occurring within twelve (12) months of the birth, adoption, or placement of a foster child, the employee shall be required to use all accumulated sick leave and personal days up to twelve (12) weeks. For employees who have worked a total of 1,250 hours or more during the twelve (12) months preceding the requested leave, the Board will continue to pay the Board's share/portion of the employee's insurance benefits during the first twelve (12) weeks of leave for employees. The employee shall be required to continue to pay the employee's share of said insurance benefits.

(2) In all cases of medical leave, the employee shall be required to use all accumulated sick leave and personal days up to twelve (12) weeks. For employees who have worked 1,250 hours or more during the twelve (12) months preceding the requested leave, the Board will continue to pay the Board's share/portion of the employee's insurance benefits during the first twelve (12) weeks of leave for employees. The employee shall be required to continue to pay the employee's share of said insurance benefits.

(3) All such requests shall be submitted in writing at least thirty (30) calendar days prior to the requested date of leave. The principal shall forward such request to the Assistant Superintendent for Human Resources.

(4) Employees not returning from leave shall be required to repay the cost of insurance as provided by the Family and Medical Leave Act of 1993.

B. The use of Intermittent or Reduced Leaves shall be controlled by the provisions of the Family and Medical Leave Act of 1993.

C. The Board may require certifications regarding Parental and Family Leaves as set forth in the Family and Medical Leave Act of 1993.

D. Family and medical leaves may be taken for a period of up to one (1) year. For the purposes of leave taken under the Family and Medical Leave Act, the year shall be defined as the fiscal year (July 1st - June 30th). Upon written request received no later than ninety (90) days prior to the expiration of the original leave, a second leave of up to one (1) year may be granted.

E. Accrual of seniority and experience credit on the salary schedule during family and medical leave shall be consistent with Section 9.16 of this Agreement.

F. This leave is restricted to one (1) person per family.

G. The professional employee's portion of health insurance must be paid to the Board Treasurer's office by the first of each month.

8.04 CONDITIONS COVERING ALL LEAVES

8.0401 Professional employees who return to service at the expiration of a leave of absence resume service under the contract status previously held. (O.R.C. 3319.13)

8.0402 Sick leave accumulated prior to a leave of absence shall be credited upon return.

8.0403 Failure to report as assigned at the expiration of an approved leave shall be grounds for termination of employment pursuant to O.R.C. 3319.16.

8.0404 Upon the written request of a professional employee, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. (O.R.C. 3319.13)

8.05 MISCELLANEOUS PROVISIONS

8.0501 If an "Emergency Day", as called by the Superintendent, on which the schools are closed, occurs during a sick leave period, the professional employees will not be charged with a sick leave day.

8.0502 A professional employee should submit a request for medical leave of absence to the Human Resources Office one (1) week before the desired effective date.

8.06 INSURANCE DURING PARTIAL OR UNPAID LEAVES

Professional employees under partial or unpaid leaves that are not provided Board paid benefits shall be eligible to participate in the group insurance plans set forth in the contract at the individual's own expense. The professional employee shall make arrangements in advance for such continued participation with the office of the Board Treasurer and by remitting the premiums to the Board Treasurer in advance. Such remittance of premiums shall not be required more than thirty (30) days in advance.

8.07 VOLUNTARY SICK BANK

The purpose of the Voluntary Sick Bank (hereinafter referred to as the "Bank") is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted, and more specifically, to provide such leave from the Bank in cases of prolonged illnesses. The Bank rules and guidelines are as follows:

8.0701 Voluntary Sick Bank Committee

A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Board Treasurer's office of the Hamilton City School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereinafter referred to as the "SBC"). The SBC shall be composed of the following five (5) persons:
   (1) The Superintendent or his/her designee.
   (2) The Association President or designee.
   (3) One (1) District business office or building level administrator. This member is to be appointed by the Superintendent.
   (4) Two (2) bargaining unit members. These members are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.

B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

C. One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

D. The SBC will be responsible for developing the forms needed to operate the Bank.

8.0702 Effective Date

The effective date of the Bank will be the first contract day of the current school year. Enrollment in the Bank by professional employees will begin on April 1 of the preceding school year and end September 30 of the current school year, or only during the first four (4) weeks following the first day of employment for any professional employees employed after September 30.

8.0703 Membership

The Bank shall be established for all professional employees of the District who indicate their desire to participate by contributing the individually required number of days as indicated in Section 8.0704(C).

8.0704 Guidelines

The Bank shall be administered by the SBC in accordance with the following provisions:

A. The Bank may be used only by the individual contributor for his/her personal illness.

B. Days from the Bank may be used only for those workdays that the individual contributor is employed under a regular teacher contract (limited or continuing).

C. Any professional employee desiring to participate in the Bank will initially donate one (1) day of his/her accumulated personal illness leave to the Bank. Additional days will be requested by the SBC as required by Section 8.0704(D).

D. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of any year, each participant will be required to donate one (1) additional day of his/her accumulated personal illness leave to the Bank. If a professional employee has used all his/her personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.

E. All days once donated to the Bank become the property of the Bank.

F. The maximum dollar expenditure during each school year is $40,000.00.

G. All requests to receive grants from the Bank must be submitted in writing to the SBC on prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.

H. Any professional employee submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If a

professional employee is physically unable to submit the form, the forms may be submitted by a proxy.

I. A professional employee will not be able to withdraw days from the Bank until his/her own accumulated personal illness leave is depleted.

J. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an illness one that involves ten [10] or more working days.)

K. Periodic reviews by the SBC of all Bank uses will be made. No use may extend more than ten (10) working days without approval of the SBC. After the ten (10) days review, the SBC reserves the right to change the percentage rate of payment specified in sub-section (M) of this section.

L. Days granted from the Bank may not be granted for the period of disability when monies are paid to the professional employee under the Workers' Compensation Law.

M. Days granted will be compensated at the following rates:

First request	-100% of professional employee's daily rate
Second request	- 75% of professional employee's daily rate
All subsequent requests	- 50% of professional employee's daily rate

N. The SBC will review and present to the Hamilton City School District Treasurer's office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. This information should be received by the bookkeeping department on the same day the service records are received from the building principals. The committee will also make its decision known to the applicant within this ten (10) day period.

O. Sick Bank days shall not be used during summer school employment, normal pregnancy, or for family illness privileges granted in this Agreement.

8.0705 <u>Appeal Board</u>

A. An Appeal Board will be established composed of the following six (6) persons:
   (1) The Superintendent or his/her designee.
   (2) The Association President or designee.
   (3) Four (4) members will be appointed - two (2) each by the Superintendent and the Association President.
   (4) No appointed member of the SBC may at the same time be a member of the Appeal Board.

B. The Association President or designee will act as chairperson of the Appeal Board.

C. If a request for use of personal illness leave days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

D. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

E. The Voluntary Sick Bank is excluded from the Grievance Procedure.

8.0706 Professional Employee Members Agreement

A. A professional employee shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.

B. A professional employee who has used from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all days have been paid back. Days shall be paid back at the same proportional rate as the days are borrowed. If a professional employee member:

(1) leaves the employment of the District before the total number of days is paid back, then the remaining days owed will be deducted from the professional employee's total accumulated personal illness leave at that time. However, at no time will the equivalent of remaining days be deducted from a professional employee's salary,

(2) retires or dies before all days owed are paid back, the professional employee will not be required to pay back the balance owed,

(3) remains a professional employee of the Hamilton City School District and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank will be deducted the same as if the person were continuing to be an active professional employee member.

Repayment will begin with the school year immediately following withdrawal of days from the Bank.

C. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Hamilton City School District and the Hamilton Classroom Teachers'

Association, the Sick Bank Committee, and the Appeal Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

D. When a professional employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

8.0707 Annual Report

An annual report of the Bank will be published on or before April 30 for each year the bank is in operation. This report will be published by the Sick Bank Committee. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

8.08 CONTINUATION OF PAY

8.0801 An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC). This continuation of pay policy is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the district by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject. However, the provisions contained herein are not intended and will not supersede or replace the assault leave provisions set forth at 8.0103. The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the district safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

8.0802 Continuation of Pay (COP). COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

Definition. COP is the continuation of full salary and benefits.

8.0803 Continuation of pay is not payable unless the employee makes a worker's compensation claim, it is certified by the district, and the employee has provided all necessary documentation to include any and all district injury report forms. The BWC first report of injury (FROI), medical releases, MCO forms, thirty-party

administrator forms and any other related records required by the risk manager or supervisor. The risk manager shall be the approval authority for all COP. COP shall only be approved if it is fiscally responsible for the district by positively impacting the district's BWC premiums.

Continuation of pay payments are computed on the employee's regular salary. Part-time employees will have payment prorated.

An employee continues to accrue sick leave while on continuation of pay if they would have otherwise accrued such leave. An employee who would not otherwise accrue such leaves shall not accrue leaves under this policy.

8.0804 Increments of COP must be approved by the risk manager, in his discretion and when it is fiscally responsible for the district by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave.

Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Worker's Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement.

8.0805 Provided an employee meets the eligibility requirement for continuation of pay, return to work does not eliminate eligibility for the balance of continuation of pay in the future if a medically documented flair-up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

An injured employee receiving continuation of pay cannot concurrently receive, for the same period of time, any other district compensation (e.g. sick leave, injury leave, assault leave, etc.) or temporary total compensation payments from the state of Ohio Bureau of Workers' Compensation.

Continuation of pay may be paid for medical appointments documented under an approved transitional duty program and approved by the risk manager.

Time authorized under continuation of pay is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee.

8.0806 <u>To be Eligible for COP</u>:

8.0806.1 Date of injury must occur in a year in which the district's merit rating or retrospective premiums will be impacted. The date of injury must occur during the most recent four, full calendar years or during the current calendar year.

8.0806.2 The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for continuation of pay under the transitional duty policy with reimbursement for documented medical appointments or gradual return to work program.

8.0806.3 An employee is not paid continuation of pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the Bureau of Workers' Compensation, except as the transitional duty policy may apply.

8.0806.4 The claim must be certified by the district, if a claim is rejected by the district, but allowed by the BWC or the Industrial Commission, continuation of pay is paid retroactively, provided it is advantageous to the district's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick or personal time pending a decision on allowance. This time is reimbursed upon allowance by the BWC or the Industrial Commission.

8.0806.5 Appropriate medical documentation, the district injury report form, medical releases, the FROI, any managed care organization (MCO) forms, and any third-party administrator (TPA) form are provided as determined by the risk manager. All necessary forms shall be provided by the district to the employee within a reasonable period of time.

8.0806.6 The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the risk manager, and health providers.

8.09 TRANSITIONAL DUTY

8.0901 Transitional duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her seniority.

Transitional duty is applicable only when it is deemed medically reasonable that full recovery is expected to occur within twelve (12) weeks. Transitional duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional duty is not available if the employee has reached maximum medical improvement as determined by the bureau of workers' compensation.

8.0902 To be eligible for transitional duty, an employee must complete all related injury investigation forms, first report of injury (FROI) forms, medical releases, and any other documents required by the physician, the managed care organization

(MCO), the employer, and the third-party administrator. All necessary forms shall be provided by the district to the employee within a reasonable period of time.

Transitional duty is implemented upon the availability of transitional duty by the employer and/or the availability of prearranged third parties, such as local charitable and civil organizations. The risk manager shall be the approval authority for all transitional duty. Full, regular wages are paid during transitional duty.

Transitional duty can be less than full time with continuation of pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation.

Continuation of pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available continuation of pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

An employee on transitional duty who has exhausted all available continuation of pay may elect to use available paid leave or leave without pay.

The goal of transitional duty is to return the employee to his regular job, but other work would be appropriate if the employee is unable to do any part of his regular job.

8.0903 If an employee is offered transitional duty and refuses a transitional duty offer within his or her medical limitations, the employee cannot elect continuation of pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid transitional duty offer has been made and declined. The district will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a transitional duty offer that is within the medical limitations.

An employee may elect to use sick leave or personal leave time if the employee refuses transitional duty. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A transitional duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee.

8.0904 To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the managed care organization (MCO), third-party administrator (TPA), risk manager, health providers, and his/her supervisor. An employee may be accompanied by an association representative at this meeting if requested.

8.10 DRUG-FREE WORKPLACE PROGRAM

The board may implement a drug-free workplace program in accordance with the Ohio Bureau of Workers' Compensation's Guidelines at Level I. Such program will require drug testing prior to employment, after accidents that require medical attention, and/or upon reasonable suspicion of impairment or intoxication as determined by the administration. A copy of the Ohio Bureau of Workers' Compensation drug-free workplace program procedural guide is available at ohiobwc.com.

8.11 ON-LINE TRAINING

A. The district may implement an on-line training program that will address safety, worker's compensation, compliance issues and other training that can be provided more efficiently on-line.

ARTICLE IX:
ASSOCIATION RIGHTS

9.01 EXCLUSIVE RIGHTS

All of the Association Rights specified in this Article shall be granted exclusively to the Association and shall not be granted to any other organization representing and/or attempting to represent the members of the bargaining unit.

9.02 SCHOOL BUILDINGS AND FACILITIES

The Association and its representatives shall have the right upon request and approval to use school buildings for meetings after the professional employee workday, when space is available. Such approval shall not be unreasonably or arbitrarily withheld. Requests shall be submitted one (1) week in advance of the requested date whenever possible. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor after the end of the regular workday. The Association shall pay all costs incurred by custodial staff working beyond their regular hours.

9.03 RELEASED TIME FOR MEMBER OF NEGOTIATING UNIT

Whenever members of the negotiating unit are mutually scheduled by the parties to participate during working hours in negotiations, grievances, meetings and/or conferences, they shall suffer no loss of pay.

9.04 BULLETIN BOARDS

The Association shall have the right to post official notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards. All items posted shall be identified as to the individual or party posting such item. All unidentified items will be removed by the Association representative at the request of the Building Principal.

9.05 INTERNAL MAIL SERVICE

The Association may use the internal document delivery service of the Board, without U.S. Postage, and professional employee mailboxes for communication to bargaining unit members including email. The Board reserves the right to establish mail routes. The Association shall be notified of any and all such permanent route changes prior to their implementation.

9.06 BOARD MEETINGS

The Board will extend to the Association the courtesy of a staff table at all regular and special public Board meetings. The Association President shall be notified of all Board meetings at the same time as the members of the Board. The Association President or his/her designee shall be given the opportunity to address the Board at all meetings concerning items under discussion at the time of discussion. The Association shall have a place, upon written request, on the agenda of each public meeting of the Board.

9.07 ASSOCIATION DUES - PAYROLL DEDUCTIONS

9.0701 Professional employees may at any time sign and deliver to the Board an authorization form requesting deduction of membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time that said professional employee gives written notice to the Board Treasurer to discontinue such deductions or employment with the Board terminates. Association dues will be deducted in equal amounts beginning with the second paycheck after the notification is given to the Board Treasurer and ending with the last paycheck in June.

9.0702 All money so deducted shall be remitted within five (5) days of the payroll deduction to the Association Treasurer accompanied by a list of professional employees for whom deductions were made and the amount for each said professional employee. If a professional employee gives written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer notice of such action with the next remittance along with the names of said professional employees making such request.

9.0703 The parties agree that in the event that a correct amount is not deducted or if dues deduction are not commenced on time that all such errors will be corrected on the next scheduled pay day after notification to the Board Treasurer's office.

9.0704 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

9.08 EMPLOYEE DIRECTORY

9.0801 A limited number of directories shall be printed which includes the name, address, building assignment and, if available, telephone numbers of staff members. Such directories are for personal professional use <u>only</u> and shall not be used in any way for purposes of sales solicitation, etc.

9.0802 Two (2) copies of such directory shall be provided to the Association upon publication.

9.0803 Such information of all new professional employees not included in the directory shall be forwarded to the Association upon written request.

9.09 COMMITTEES

The Association shall have the right to appoint an Association representative to any committee established by the Board or Administration that could affect the wages, hours, or terms and other conditions of employment and/or any existing provision of this Contract.

9.10 TAX LEVIES

Before the Board requests additional millage or proposes an income tax from the community, the Board shall provide the Association with reasonable notice (one week) of public meeting(s) for the opportunity to provide input on District needs.

9.11 ASSOCIATION MEETING TIME

9.1101 The time after school on the first Wednesday of every month shall be considered an unencumbered period so that all professional employees may have the opportunity to attend Association meetings.

9.1102 If the School District schedules in-service training or other type meeting during the time period stated above, participation shall not be mandatory. Every effort shall be made to avoid such conflicts.

9.12 ASSOCIATION LEAVE

9.1201 The Association shall be granted the right to have its President on a paid leave of absence for half-time. The President shall be considered as a regular full-time employee and shall continue with all benefits as per the Contract.

9.1202 The Association agrees to reimburse the Board an amount equal to one-half (1/2) of the actual salary for the professional employee serving as President. The Board shall be responsible for the remaining one-half (1/2) of the cost. The Association agrees to reimburse the Board $4,000 toward the costs of benefits provided to the HCTA President.

9.1203 Such leave shall be granted on an entire year basis.

9.13 FACULTY ADVISORY COMMITTEES

9.1301 As soon as possible in each school year Association members will elect a Faculty Advisory Committee for each school building which will meet with the building administrators once every two (2) months or as needed by mutual consent of the

parties during the regular school year to review and discuss building needs and concerns. Said Faculty Advisory Committee will consist of the following members: three (3) professional employees in each elementary school, three (3) in each middle school and eight (8) in the high school.

9.1302 If the Faculty Advisory Committee in each building determines that additional members are needed to function effectively, the Faculty Advisory Committee shall determine the number of additional members, the specialty, if any, and the procedure for selecting the additional members. Whenever possible, agenda items must be submitted at least three days before the Faculty Advisory Meeting.

9.1303 The Faculty Advisory Committee shall be advisory only and is intended to assist the principal and the school staff, through the process of open discussion, to address building needs and concerns. The committee shall assume the responsibility for being knowledgeable about matters which relate to its function. The Faculty Advisory Committee shall not have the authority to change or alter the terms of the Master Contract. Anonymous concerns will not be addressed.

9.1304 The Faculty Advisory Committee shall elect a Chairperson and Recorder at its first meeting each year who shall:

A. Set the dates for the bimonthly meetings in consultation with the principal.
B. Notify the certified personnel of the meeting dates.
C. Conduct the meeting.
D. The Recorder shall prepare and distribute minutes of the meeting after agreement by the building principal to the accuracy of said minutes. All members in the building shall receive copies of the minutes of the Faculty Advisory Committee meetings.

9.1305 If member training and/or facilitation is requested by the Faculty Advisory Committee, the Board and the Association shall jointly arrange for such training and/or facilitation.

9.14 SUPERINTENDENT'S ADVISORY COMMITTEE

9.1401 A Superintendent's Advisory Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this committee is to discuss District-wide problems or concerns arising within the District. Its purpose is neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communications regarding concerns pertaining to the smooth functioning of the education system.

9.1402 The committee will consist of the Association President, Building Faculty Advisory Committee Chairpersons and Superintendent. The Committee shall meet monthly unless altered by mutual consent. The Superintendent shall be the Chairperson and conduct the meetings.

A. Dates for meetings during the school year shall be established at the first meeting.
B. Each building Faculty Advisory Committee Chairperson shall submit items for discussion. All items submitted to the Superintendent Advisory Committee, if appropriate, shall be first addressed at the Building Advisory Level.
C. The Superintendent shall prepare the agenda.
D. A Building Faculty Advisory Committee Chairperson shall be designated as the Recorder for each meeting.
E. The Superintendent shall arrange for the preparation and distribution of minutes of the meeting.

9.15 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

9.1501 There shall be one (1) LPDC which shall function on a district-wide basis.

9.1502 There shall be nine (9) members of the LPDC; five (5) teachers and four (4) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22(C)(3), ORC, and the Superintendent shall choose and appoint the administration members.

9.1503 The LPDC shall elect its officers from among the members of the LPDC.

9.1504 Meetings of the LPDC shall be scheduled at least quarterly. Additional meetings may be scheduled as required. All meetings to review individual professional development plans shall take place outside normal student instructional hours at the convenience of committee members.

9.1505 Minutes shall be kept at each meeting with reports to the Board and the Association on a quarterly basis.

9.1506 Committee members shall serve a two year term.

9.1507 The responsibilities of the LPDC shall be as set forth in Section 3319.22(C)(1), ORC, and as may be set forth in rules establishing the standards and requirements for obtaining educator licenses as set forth by the State Board of Education and approved by the Ohio General Assembly.

9.1508 The LPDC shall develop its standards, bylaws, operating procedures, forms, etc., in concert with any rules, regulations, standards and requirements which may be issued by the State Department of Education.

9.1509 The LPDC standards, bylaws, operating procedures, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption.

9.1510 The rate of pay for Association members on the LPDC shall be the contractual hourly rate for bargaining unit members.

9.16 EVALUATION COMMITTEE

A joint committee consisting of five (5) professional employees, selected by the Association, and five (5) administrators, selected by the Superintendent, shall establish procedures for evaluation of teachers and other professional employees. This committee will make recommendations on any necessary revisions to the evaluation language found in 3.10 and the Evaluation MOU and associated forms to HCTA and Board bargaining teams.

9.17 SENIORITY UNDER THE CONTRACT

9.1701 As used in this Contract, seniority shall be defined as the length of continuous employment with the Board in a bargaining unit position. The seniority date shall be the date the employee signed their first contract within the period of continuous employment. In the case of a tie, the date of application will govern. Seniority shall not be interrupted by paid sick leave, personal leave, or military leave. Unpaid leaves of absence and/or lay-off authorized by the Board shall NOT be considered as a break in continuous service. However, seniority shall not accrue during the term of the unpaid leave.

9.1702 All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause.

9.1703 The seniority list shall be published with notation of the certification then on file with the Board of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members' use as well as being placed in the general office of each such building for inspection as soon as possible after the completion of the October reports. Updates of the list shall be submitted to the Association as they are made.

9.1704 Two (2) copies of the seniority list shall be provided to the Association.

9.18 FAIR SHARE FEE

9.1801 <u>Payroll Deduction of Fair Share Fee</u>

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the 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.

9.1802 <u>Notification of the Amount of Fair Share Fee</u>

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the

Board Treasurer on or about September 15 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.

9.1803 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payers:

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

(1) sixty (60) days employment in a bargaining unit position or
(2) January 15th

B. Upon Termination of Membership During the Membership Year:

The Board 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. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

9.1804 Transmittal of Deductions

The Board further agrees to accompany each such 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.

9.1805 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established 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.

9.1806 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.

ARTICLE X:
MANAGEMENT RIGHTS

10.01 The Association recognizes the rights of the Board of the Hamilton City School District to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Hamilton City School District, standards of services, its overall budget, utilization of technology, and organizational structure:

B. Direct, supervise, evaluate, or hire professional employees;

C. Maintain and improve the efficiency and effectiveness of the Hamilton City School District;

D. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain professional employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Hamilton City School District;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Hamilton City School District.

10.02 These rights are vested exclusively in the Board or its representatives unless otherwise limited in this Agreement.

ARTICLE XI:
NO STRIKE/LOCKOUT

11.01 The Association agrees that during the term of this Agreement, neither it nor its officers, agents, or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Hamilton City School District or interrupt or interfere with any of the operations of the Hamilton City School District.

11.02 No professional employee, during the term of this Agreement, shall authorize, cause, instigate, conduct, engage or participate in any work stoppage, sit-down, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Hamilton City School District or interrupt or interfere with any of the operations of the Hamilton City School District.

11.03 In the event of any violation of the above, the Association agrees it will immediately take all affirmative steps with the professional employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operations of the Hamilton City School District.

11.04 It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action as determined by the Board. In addition, a violation of this clause by the Association will represent a breech of this Contract and render all agreements, herein, null and void.

11.05 At no time during the term of this Agreement will the Board lock out professional employees covered by this Agreement. Any closings of schools necessitated by economic conditions or such other conditions mandated or directed by the Board shall not be deemed a lockout under this Section.

11.06 During any of the agreed to re-openers, this Article shall not prohibit the full exercise of Article I herein and O.R.C. 4117.14 up to and including the right to strike after giving the required ten (10) day notice at the end of the sixty (60) day bargaining period.

11.07 The Association and its members shall not engage in partial or intermittent strikes at any time. Participation in such strikes shall be grounds for termination from employment.

ARTICLE XII:
EMPLOYMENT OF RETIREES

12.01 A retiree is defined as a certificated staff member who has retired through a state or privately sponsored teachers' retirement system and is receiving a monthly stipend from said retirement system.

12.02 The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.

12.03 A newly employed retiree shall initially be placed on Step 1 through 15 of Appendix A or at a step reflecting his/her previous service, whichever is less. Placement may exceed these service criteria if the length and value of prior service warrant such determination to meet the needs of the District.

Retired employees currently rehired as of the execution of this contract will move on the salary schedule according to their present placement.

12.04 A newly employed retiree shall be placed in his/her actual education column on Appendix A.

12.05 Retirement from the Hamilton City School District shall be considered a break in employment, except that any professional employee who has become a member of the Hamilton City School District voluntary sick bank by donating at least one day to the bank, remains a member of the bank if rehired after retirement.

12.06 All retirees who have been rehired to work at Hamilton City Schools in a bargaining unit position are not entitled to STRS health insurance, but must be provided the option to be covered by the medical insurance benefits provided to the rest of the professional employees.

12.07 Re-employed retirees will be eligible for all Board provided benefits except as noted herein, including, but not limited to, medical, dental, vision, and life insurance coverage specified in Article VI of the Contract.

12.08 Re-employed retirees will be employed on one (1) year limited contracts, which automatically expire at the end of their term, and shall not be eligible for continuing contracts as provided for in Section 3319.11 ORC. In March of each year, a conference shall be held where the member and the superintendent or designee will determine if the retiree will continue his or her employment. If there is mutual agreement to continue employment in a given assignment, a subsequent one year limited contract shall be approved by the Board. This provision supersedes and replaces Sections 3319.11 and 3319.111 ORC.

12.09 Re-employed retirees will not be eligible to receive retirement pay.

12.10 Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article V, Section 5.08 only for coursework necessary to maintain their certificate or license.

12.11 If the Board reduces staff in accordance with the Reduction in Force procedure in Article III, Section 3.09 of the Contract, the re-employed retiree shall be considered the least senior professional employee in their areas of certification or licensure, shall be the first to have his or her contract suspended, and shall have no displacement rights.

12.12 Subject to these provisions, the re-employed retiree is a member of the bargaining unit, and entitled to all of the rights and benefits of the HCTA-Board Master Agreement.

12.13 The Board agrees to notify the Association of all retirees employed, along with their assignment, and the amount of experience credit granted on the salary schedule.

ARTICLE XIII:
MISCELLANEOUS

13.01 SAVINGS CLAUSE

The Board and the Association agree that all items in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(A) shall not be affected by this Article. Should any clause of this Contract be held to be in violation of a state and/or federal law, or valid rule or regulation adopted by a state or federal agency, by a court of competent jurisdiction, then that clause of the Contract shall be rendered null and void, but the remainder of the Contract shall remain in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within ten (10) days by demand of either party.

13.02 COMPLETE AGREEMENT

A. During the term of this Agreement the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a state or federal statute or law now existing or hereafter adopted or decided.

B. This Agreement expresses the entire and complete agreement between the Board and the Association and it constitutes the complete and exclusive Agreement governing the relationship of the parties and supersedes all prior understanding, agreements, and practices between the Board and the Association or the professional employees covered by this Agreement, whether written or oral, expressed or implied.

13.03 BOARD POLICY - CONTRACT RELATIONSHIP

If there arises a conflict between Board Policy Rule and/or Regulation, this Master Contract shall prevail.

ARTICLE XIV:

HAMILTON CITY SCHOOL DISTRICT
NAVAL JUNIOR RESERVE OFFICERS

14.01 The Board has established a Naval Junior Reserve Officers Training Corps (NJROTC) program at Hamilton High School.

The instructors in said program are members of the bargaining unit as set forth in the master agreement between the parties.

14.02 There shall be two job titles as follows:

A. Senior naval science instructor (SNSI) who is a retired navy or marine corps officer.

B. Naval science instructor (NSI) who is a retired navy or marine corps enlisted member.

14.03 The SNSI shall be issued an administrator's contract under section 3319.02, Ohio Revised Code, and shall be paid at a rate agreed to between HCSD and the Department of Navy, USA, Commander, Naval Service Training Command (NSTC), provided, however, that no administrative duties shall be required nor shall the position be deemed as supervisory under chapter 4117, Revised Code.

14.04 The NSI shall be issued a teaching contract under section 3319.08, R.C., and shall be placed on the teacher's salary schedule at a step based upon his/her training, experience and education.

14.05 Travel expense reimbursement shall be at rates established by NSTC.

14.06 Pursuant to the agreement between HCSD and NSTC, the SNSI shall be issued a 228 day contract. The NSI shall be issued a teaching contract including 30 days of extended time. It is understood that neither the SNSI nor the NSI shall be required to work beyond those days that they would have worked had they remained on active duty.

14.07 The provisions of the master agreement between the parties, except as provided in this Article XIV, shall apply to the SNSI and the NSI. If the agreement between the Hamilton City School District and the Naval Service Training Command is terminated, such termination shall be deemed a reason for staff reduction under Article III, section 3.09 of the master agreement, and the SNSI and the NSI will have access to the reduction in force provisions contained within section 3.09 of the master agreement.

ARTICLE XV
CONCLUSION

15.01 TERM OF AGREEMENT

This Agreement is the complete agreement between the parties and shall be in full force and effect from July 1, 2016 through June 30, 2020.

15.02 CONTRACT PRECEDENCE

The provisions of the Master Contract supersede and take precedence over any provisions of the Ohio Revised Code which may be contrary to the provisions of the Master Contract

For the
HAMILTON CLASSROOM TEACHERS' ASSOCIATION-OEA/NEA:

President

Chairperson, Bargaining Team

For the
HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

Board of Education President

Chairperson, Bargaining Team

APPROVED BY THE HAMILTON BOARD OF EDUCATION:

Treasurer

March 8, 2016
Date

APPENDIX A-1

HAMILTON CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017

Step	B.S.	150 Hours	M.E.	M.E. + 30	
1	40,104	42,954	45,091	46,517	Contract
	1.00000	1.07107	1.12435	1.15991	Factor
2	41,636	44,628	47,052	48,476	Contract
	1.03820	1.11281	1.17325	1.20876	Factor
3	43,168	46,303	49,012	50,436	Contract
	1.07640	1.15457	1.22212	1.25763	Factor
4	44,700	47,978	50,970	52,397	Contract
	1.11460	1.19634	1.27095	1.30653	Factor
5	46,232	49,651	52,930	54,355	Contract
	1.15280	1.23806	1.31982	1.35535	Factor
6	47,764	51,328	54,890	56,314	Contract
	1.19100	1.27987	1.36869	1.40420	Factor
7	49,296	53,003	56,850	58,276	Contract
	1.22920	1.32164	1.41756	1.45312	Factor
8	50,828	54,676	58,809	60,234	Contract
	1.26740	1.36336	1.46641	1.50194	Factor
9	52,360	56,351	60,769	62,193	Contract
	1.30561	1.40512	1.51529	1.55079	Factor
10	53,892	58,025	62,729	64,154	Contract
	1.34381	1.44686	1.56416	1.59969	Factor
11	55,424	59,700	64,687	66,114	Contract
	1.38201	1.48863	1.61298	1.64856	Factor
12	56,957	61,375	66,648	68,072	Contract
	1.42023	1.53040	1.66188	1.69739	Factor
13	58,488	63,048	68,607	70,032	Contract
	1.45841	1.57211	1.71073	1.74626	Factor
14	60,020	64,724	70,567	71,993	Contract
	1.49661	1.61390	1.75960	1.79516	Factor
15	62,872	66,505	72,170	73,951	Contract
	1.56772	1.65831	1.79957	1.84398	Factor
19	64,653	68,287	73,951	75,733	Contract
	1.61213	1.70275	1.84398	1.88842	Factor
24	66,434	70,068	75,733	77,515	Contract
	1.65654	1.74716	1.88842	1.93285	Factor
27	68,215	71,850	77,515	79,296	Contract
	1.70095	1.79159	1.93285	1.97726	Factor

Salary Differentials :

These differentials will not apply to employees hired after August 1, 1985.

	Factor	Contract Amt	Semi Monthly
Reading Specialist:	0.035	1,404	58.49
Learning Disabilities:	0.035	1,404	58.49
DH/EMR:	0.040	1,604	66.84
Orthopedic:	0.040	1,604	66.84
Ranger:	0.040	1,604	66.84
Braille:	0.050	2,005	83.55
Elementary Art:	0.060	2,406	100.26
Speech Therapist:	0.080	3,208	133.68

Additional Information

1. Contract days: 186
2. Schedule reflects a $3,000 increase on each step.
3. HCTA Contract approved XXXX XX, 2016 Board Meeting.
4. Supplemental hourly rate compensation = $27

HAMILTON CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018

Step	B.S.	150 Hours	M.E.	M.E. + 30	
1	41,307	44,243	46,444	47,912	Contract
	1.00000	1.07107	1.12435	1.15991	Factor
2	42,885	45,967	48,463	49,930	Contract
	1.03820	1.11281	1.17325	1.20876	Factor
3	44,463	47,692	50,482	51,949	Contract
	1.07640	1.15457	1.22212	1.25763	Factor
4	46,041	49,417	52,499	53,969	Contract
	1.11460	1.19634	1.27095	1.30653	Factor
5	47,619	51,141	54,518	55,985	Contract
	1.15280	1.23806	1.31982	1.35535	Factor
6	49,197	52,868	56,536	58,003	Contract
	1.19100	1.27987	1.36869	1.40420	Factor
7	50,775	54,593	58,555	60,024	Contract
	1.22920	1.32164	1.41756	1.45312	Factor
8	52,352	56,316	60,573	62,041	Contract
	1.26740	1.36336	1.46641	1.50194	Factor
9	53,931	58,041	62,592	64,058	Contract
	1.30561	1.40512	1.51529	1.55079	Factor
10	55,509	59,765	64,611	66,078	Contract
	1.34381	1.44686	1.56416	1.59969	Factor
11	57,087	61,491	66,627	68,097	Contract
	1.38201	1.48863	1.61298	1.64856	Factor
12	58,665	63,216	68,647	70,114	Contract
	1.42023	1.53040	1.66188	1.69739	Factor
13	60,243	64,939	70,665	72,133	Contract
	1.45841	1.57211	1.71073	1.74626	Factor
14	61,820	66,665	72,684	74,153	Contract
	1.49661	1.61390	1.75960	1.79516	Factor
15	64,758	68,500	74,335	76,169	Contract
	1.56772	1.65831	1.79957	1.84398	Factor
19	66,592	70,335	76,169	78,005	Contract
	1.61213	1.70275	1.84398	1.88842	Factor
24	68,427	72,170	78,005	79,840	Contract
	1.65654	1.74716	1.88842	1.93285	Factor
27	70,261	74,005	79,840	81,675	Contract
	1.70095	1.79159	1.93285	1.97726	Factor

Salary Differentials :

These differentials will not apply to employees hired after August 1, 1985.

	Factor	Contract Amt	Semi Monthly
Reading Specialist:	0.035	1,446	60.24
Learning Disabilities:	0.035	1,446	60.24
DH/EMR:	0.040	1,652	68.85
Orthopedic:	0.040	1,652	68.85
Ranger:	0.040	1,652	68.85
Braille:	0.050	2,065	86.06
Elementary Art:	0.060	2,478	103.27
Speech Therapist:	0.080	3,305	137.69

Additional Information

1. Contract days: 186
2. Schedule reflects a 3% increase.
3. HCTA Contract approved XXXX XX, 2016 Board Meeting.
4. Supplemental hourly rate compensation = $27

HAMILTON CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019

Step	B.S.	150 Hours	M.E.	M.E. + 30	
1	42,546	45,570	47,837	49,350	Contract
	1.00000	1.07107	1.12435	1.15991	Factor
2	44,171	47,346	49,917	51,428	Contract
	1.03820	1.11281	1.17325	1.20876	Factor
3	45,797	49,122	51,996	53,507	Contract
	1.07640	1.15457	1.22212	1.25763	Factor
4	47,422	50,899	54,074	55,588	Contract
	1.11460	1.19634	1.27095	1.30653	Factor
5	49,047	52,675	56,153	57,665	Contract
	1.15280	1.23806	1.31982	1.35535	Factor
6	50,672	54,453	58,232	59,743	Contract
	1.19100	1.27987	1.36869	1.40420	Factor
7	52,298	56,230	60,312	61,824	Contract
	1.22920	1.32164	1.41756	1.45312	Factor
8	53,923	58,006	62,390	63,902	Contract
	1.26740	1.36336	1.46641	1.50194	Factor
9	55,548	59,782	64,470	65,980	Contract
	1.30561	1.40512	1.51529	1.55079	Factor
10	57,174	61,558	66,549	68,060	Contract
	1.34381	1.44686	1.56416	1.59969	Factor
11	58,799	63,335	68,626	70,140	Contract
	1.38201	1.48863	1.61298	1.64856	Factor
12	60,425	65,112	70,706	72,217	Contract
	1.42023	1.53040	1.66188	1.69739	Factor
13	62,050	66,887	72,785	74,296	Contract
	1.45841	1.57211	1.71073	1.74626	Factor
14	63,675	68,665	74,864	76,377	Contract
	1.49661	1.61390	1.75960	1.79516	Factor
15	66,700	70,554	76,565	78,454	Contract
	1.56772	1.65831	1.79957	1.84398	Factor
19	68,590	72,445	78,454	80,345	Contract
	1.61213	1.70275	1.84398	1.88842	Factor
24	70,479	74,335	80,345	82,235	Contract
	1.65654	1.74716	1.88842	1.93285	Factor
27	72,369	76,225	82,235	84,125	Contract
	1.70095	1.79159	1.93285	1.97726	Factor

Salary Differentials :

These differentials will not apply to employees hired after August 1, 1985.

	Factor	Contract Amt	Semi Monthly
Reading Specialist:	0.035	1,489	62.05
Learning Disabilities:	0.035	1,489	62.05
DH/EMR:	0.040	1,702	70.91
Orthopedic:	0.040	1,702	70.91
Ranger:	0.040	1,702	70.91
Braille:	0.050	2,127	88.64
Elementary Art:	0.060	2,553	106.37
Speech Therapist:	0.080	3,404	141.82

Additional Information

1. Contract days: 186
2. Schedule reflects a 3% increase.
3. HCTA Contract approved XXXX XX, 2016 Board Meeting.
4. Supplemental hourly rate compensation = $27

HAMILTON CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Step	B.S.	150 Hours	M.E.	M.E. + 30	
1	43,822	46,936	49,271	50,830	Contract
	1.00000	1.07107	1.12435	1.15991	Factor
2	45,496	48,766	51,414	52,970	Contract
	1.03820	1.11281	1.17325	1.20876	Factor
3	47,170	50,596	53,556	55,112	Contract
	1.07640	1.15457	1.22212	1.25763	Factor
4	48,844	52,426	55,696	57,255	Contract
	1.11460	1.19634	1.27095	1.30653	Factor
5	50,518	54,254	57,837	59,394	Contract
	1.15280	1.23806	1.31982	1.35535	Factor
6	52,192	56,086	59,979	61,535	Contract
	1.19100	1.27987	1.36869	1.40420	Factor
7	53,866	57,917	62,120	63,679	Contract
	1.22920	1.32164	1.41756	1.45312	Factor
8	55,540	59,745	64,261	65,818	Contract
	1.26740	1.36336	1.46641	1.50194	Factor
9	57,214	61,575	66,403	67,959	Contract
	1.30561	1.40512	1.51529	1.55079	Factor
10	58,888	63,404	68,545	70,102	Contract
	1.34381	1.44686	1.56416	1.59969	Factor
11	60,562	65,235	70,684	72,243	Contract
	1.38201	1.48863	1.61298	1.64856	Factor
12	62,237	67,065	72,827	74,383	Contract
	1.42023	1.53040	1.66188	1.69739	Factor
13	63,910	68,893	74,968	76,525	Contract
	1.45841	1.57211	1.71073	1.74626	Factor
14	65,584	70,724	77,109	78,668	Contract
	1.49661	1.61390	1.75960	1.79516	Factor
15	68,701	72,670	78,861	80,807	Contract
	1.56772	1.65831	1.79957	1.84398	Factor
19	70,647	74,618	80,807	82,754	Contract
	1.61213	1.70275	1.84398	1.88842	Factor
24	72,593	76,564	82,754	84,701	Contract
	1.65654	1.74716	1.88842	1.93285	Factor
27	74,539	78,511	84,701	86,647	Contract
	1.70095	1.79159	1.93285	1.97726	Factor

Salary Differentials :

These differentials will not apply to employees hired after August 1, 1985.

	Factor	Contract Amt	Semi Monthly
Reading Specialist:	0.035	1,534	63.91
Learning Disabilities:	0.035	1,534	63.91
DH/EMR:	0.040	1,753	73.04
Orthopedic:	0.040	1,753	73.04
Ranger:	0.040	1,753	73.04
Braille:	0.050	2,191	91.30
Elementary Art:	0.060	2,629	109.56
Speech Therapist:	0.080	3,506	146.07

Additional Information

1. Contract days: 186
2. Schedule reflects a 3% increase.
3. HCTA Contract approved XXXX XX, 2016 Board Meeting.
4. Supplemental hourly rate compensation = $27

APPENDIX A-2

HAMILTON CITY SCHOOL DISTRICT PSYCHOLOGIST SALARY SCHEDULE EFFECTIVE JULY 1, 2016

STEP	AMOUNT
1	67,618
2	71,125
3	74,634
4	78,151
5	81,656
6	85,054
7	88,665

1. This schedule is for 206 days, which is twenty (20) days beyond the regular school year.

2. Bargaining unit members placed on this salary schedule must hold a psychologist's certificate.

3. This schedule reflects a $3,000 increase for each step.

HAMILTON CITY SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
EFFECTIVE JULY 1, 2017

STEP	AMOUNT
1	69,647
2	73,259
3	76,873
4	80,496
5	84,106
6	87,606
7	91,325

1. This schedule is for 206 days, which is twenty (20) days beyond the regular school year.

2. Bargaining unit members placed on this salary schedule must hold a psychologist's certificate.

3. This schedule reflects a 3% increase.

HAMILTON CITY SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
EFFECTIVE JULY 1, 2018

STEP	AMOUNT
1	71,736
2	75,457
3	79,179
4	82,911
5	86,629
6	90,234
7	94,065

1. This schedule is for 206 days, which is twenty (20) days beyond the regular school year.

2. Bargaining unit members placed on this salary schedule must hold a psychologist's certificate.

3. This schedule reflects a 3% increase.

HAMILTON CITY SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
EFFECTIVE JULY 1, 2019

STEP	AMOUNT
1	73,888
2	77,721
3	81,554
4	85,398
5	89,228
6	92,941
7	96,887

1. This schedule is for 206 days, which is twenty (20) days beyond the regular school year.

2. Bargaining unit members placed on this salary schedule must hold a psychologist's certificate.

3. This schedule reflects a 3% increase.

APPENDIX A-3

HAMILTON CITY SCHOOL DISTRICT

OCCUPATIONAL AND PHYSICAL THERAPIST SALARY SCHEDULES EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020

AND

SPEECH THERAPIST SALARY SCHEDULE HIRED AUGUST 1, 2008 or Later EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020

OCCUPATIONAL THERAPISTS
PHYSICAL THERAPISTS
SPEECH THERAPISTS HIRED EFFECTIVE AUGUST 1, 2008 or later

Step	2016-17 Annual Salary	2017-18 Annual Salary	2018-19 Annual Salary	2019-20 Annual Salary	Indexed to Step 1
1	59,225	61,002	62,832	64,717	1.00000
2	61,310	63,149	65,044	66,995	1.03520
3	63,395	65,297	67,256	69,274	1.07041
4	65,480	67,444	69,468	71,552	1.10561
5	67,565	69,592	71,680	73,830	1.14082
6	69,650	71,740	73,892	76,108	1.17602
7	71,739	73,892	76,108	78,392	1.21130

1. Effective July1, through June 30 of respective years.
2. Reflects a $3,000 raise in FY17, 3% raise in FY18, FY19 and FY20 .

APPENDIX B-1

HAMILTON CITY SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020

Percentage Increase 1.05	EXHIBIT "A" SUPPLEMENTAL SALARY SCHEDULE - Effective July 1, 2016 Through June 30, 2017									
Step	1	2	3	4	5	6	7	8	9	10
1	9,241	9,635	10,032	10,430	10,830	11,228	11,622	12,020	12,419	12,815
2	7,355	7,673	7,988	8,308	8,623	8,940	9,256	9,571	9,890	10,206
3	5,306	5,530	5,760	5,988	6,218	6,285	6,673	6,901	7,127	7,355
4	4,447	4,640	4,832	5,024	5,214	5,406	5,594	5,789	5,982	6,170
5	3,081	3,212	3,345	3,476	3,611	3,743	3,875	4,006	4,140	4,271
6	2,910	3,035	3,157	3,284	3,409	3,531	3,660	3,783	3,909	4,035
7	2,568	2,675	2,788	2,898	3,010	3,114	3,229	3,340	3,448	3,563
8	2,055	2,141	2,229	2,317	2,408	2,495	2,584	2,672	2,759	2,850
9	1,368	1,429	1,488	1,547	1,604	1,662	1,721	1,782	1,841	1,898
10	1,025	1,072	1,114	1,158	1,202	1,247	1,292	1,334	1,383	1,425
11	341	359	372	384	400	416	432	443	461	474

Percentage Increase 1.03	EXHIBIT "A" SUPPLEMENTAL SALARY SCHEDULE - Effective July 1, 2017 Through June 30, 2018									
Step	1	2	3	4	5	6	7	8	9	10
1	9,518	9,924	10,333	10,743	11,155	11,565	11,971	12,381	12,792	13,199
2	7,576	7,903	8,228	8,557	8,882	9,208	9,534	9,858	10,187	10,512
3	5,465	5,696	5,933	6,168	6,405	6,474	6,873	7,108	7,341	7,576
4	4,580	4,779	4,977	5,175	5,370	5,568	5,762	5,963	6,161	6,355
5	3,173	3,308	3,445	3,580	3,719	3,855	3,991	4,126	4,264	4,399
6	2,997	3,126	3,252	3,383	3,511	3,637	3,770	3,896	4,026	4,156
7	2,645	2,755	2,872	2,985	3,100	3,207	3,326	3,440	3,551	3,670
8	2,117	2,205	2,296	2,387	2,480	2,570	2,662	2,752	2,842	2,936
9	1,409	1,472	1,533	1,593	1,652	1,712	1,773	1,835	1,896	1,955
10	1,056	1,104	1,147	1,193	1,238	1,284	1,331	1,374	1,424	1,468
11	351	370	383	396	412	428	445	456	475	488

Percentage Increase 1.03	EXHIBIT "A" SUPPLEMENTAL SALARY SCHEDULE - Effective July 1, 2018 Through June 30, 2019									
Step	1	2	3	4	5	6	7	8	9	10
1	9,804	10,222	10,643	11,065	11,490	11,912	12,330	12,752	13,176	13,595
2	7,803	8,140	8,475	8,814	9,148	9,484	9,820	10,154	10,493	10,827
3	5,629	5,867	6,111	6,353	6,597	6,668	7,079	7,321	7,561	7,803
4	4,717	4,922	5,126	5,330	5,531	5,735	5,935	6,142	6,346	6,546
5	3,268	3,407	3,548	3,687	3,831	3,971	4,111	4,250	4,392	4,531
6	3,087	3,220	3,350	3,484	3,616	3,746	3,883	4,013	4,147	4,281
7	2,724	2,838	2,958	3,075	3,193	3,303	3,426	3,543	3,658	3,780
8	2,181	2,271	2,365	2,459	2,554	2,647	2,742	2,835	2,927	3,024
9	1,451	1,516	1,579	1,641	1,702	1,763	1,826	1,890	1,953	2,014
10	1,088	1,137	1,181	1,229	1,275	1,323	1,371	1,415	1,467	1,512
11	362	381	394	408	424	441	458	470	489	503

Percentage Increase 1.03	EXHIBIT "A" SUPPLEMENTAL SALARY SCHEDULE - Effective July 1, 2019 Through June 30, 2020									
Step	1	2	3	4	5	6	7	8	9	10
1	10,098	10,529	10,962	11,397	11,835	12,269	12,700	13,135	13,571	14,003
2	8,037	8,384	8,729	9,078	9,422	9,769	10,115	10,459	10,808	11,152
3	5,798	6,043	6,294	6,544	6,795	6,868	7,291	7,541	7,788	8,037
4	4,859	5,070	5,280	5,490	5,697	5,907	6,113	6,326	6,536	6,742
5	3,366	3,509	3,654	3,798	3,946	4,090	4,234	4,378	4,524	4,667
6	3,180	3,317	3,451	3,589	3,724	3,858	3,999	4,133	4,271	4,409
7	2,806	2,923	3,047	3,167	3,289	3,402	3,529	3,649	3,768	3,893
8	2,246	2,339	2,436	2,533	2,631	2,726	2,824	2,920	3,015	3,115
9	1,495	1,561	1,626	1,690	1,753	1,816	1,881	1,947	2,012	2,074
10	1,121	1,171	1,216	1,266	1,313	1,363	1,412	1,457	1,511	1,557
11	373	392	406	420	437	454	472	484	504	518

APPENDIX B-2

POSITIONS FOR SUPPLEMENTAL GROUP SALARY SCHEDULE EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020

GROUP	SUPPLEMENTAL	GRADE LEVEL	CPR SMS	BEGINNING DATE month	BEGINNING DATE week	ENDING DATE month	ENDING DATE week
GROUP 1	ATHLETIC MEDICAL AIDE	HS	YES	8	1	6	2
GROUP 1	BASKETBALL, BOYS HEAD COACH	HS	YES	8	1	7	4
GROUP 1	BASKETBALL, GIRLS HEAD COACH	HS	YES	8	1	7	4
GROUP 1	FOOTBALL, HEAD COACH	HS	YES	8	1	7	4
GROUP 2	BAND DIRECTOR, HEAD	HS	NO	8	1	7	4
GROUP 2	ORCHESTRA/STRINGS COORDINATOR	Citywide	NO	8	1	7	4
GROUP 3	ATHLETIC DIRECTOR, ASSISTANT	CITYWIDE	NO	8	1	6	2
GROUP 3	BASEBALL, HEAD COACH	HS	YES	8	1	7	4
GROUP 3	BASKETBALL, BOYS ASSISTANT COACH	HS	YES	10	1	4	4
GROUP 3	BASKETBALL, GIRLS ASSISTANT COACH	HS	YES	9	4	4	3
GROUP 3	CHORUS DIRECTOR/SHOW CHOIR	HS	NO	8	1	7	4
GROUP 3	FOOTBALL, ASSISTANT COACH	HS	YES	8	1	11	4
GROUP 3	FOOTBALL, JV COACH	HS	YES	8	1	11	4
GROUP 3	SOFTBALL, GIRLS HEAD COACH	HS	YES	8	1	7	4
GROUP 3	VOLLEYBALL, BOYS HEAD COACH	HS	YES	8	1	7	4
GROUP 3	VOLLEYBALL, GIRLS HEAD COACH	HS	YES	8	1	7	4
GROUP 3	WRESTLING, HEAD COACH	HS	YES	8	1	7	4
GROUP 4	BAND, ASSISTANT DIRECTOR	HS	NO	8	1	7	4
GROUP 4	BASKETBALL, BOYS 9TH GR. HEAD COACH	FR	YES	10	2	4	1
GROUP 4	BASKETBALL, GIRLS 9TH GR. HEAD COACH	FR	YES	10	1	3	4
GROUP 4	CHEERLEADER, HEAD ADVISOR	HS	NO	8	1	7	4
GROUP 4	DRAMATICS DIRECTOR	HS	NO	8	1	6	2
GROUP 4	FOOTBALL, 9TH GR. HEAD COACH	FR	YES	8	1	11	4
GROUP 4	SOCCER, BOYS HEAD COACH	HS	YES	8	1	7	4
GROUP 4	SOCCER, GIRLS HEAD COACH	HS	YES	8	1	7	4
GROUP 4	STRENGTH COACH	HS	YES	8	1	7	4
GROUP 4	TRACK, BOYS HEAD COACH	HS	YES	8	1	7	4
GROUP 4	TRACK, GIRLS HEAD COACH	HS	YES	8	1	7	4
GROUP 5	BASEBALL, ASSISTANT COACH	HS	YES	2	1	6	4
GROUP 5	BOWLING COACH, BOYS	HS	YES	8	1	7	4
GROUP 5	BOWLING COACH, GIRLS	HS	YES	8	1	7	4
GROUP 5	CHORUS DIRECTOR, ASSISTANT	HS	NO	8	1	7	4
GROUP 5	CROSS COUNTRY COACH	HS	YES	8	1	7	4
GROUP 5	GOLF, HEAD COACH	HS	YES	8	1	7	4
GROUP 5	SOCCER, BOYS ASSISTANT COACH	HS	YES	8	1	11	4
GROUP 5	SOCCER, GIRLS ASSISTANT COACH	HS	YES	8	1	11	4
GROUP 5	SOFTBALL, GIRLS ASSISTANT COACH	HS	YES	2	1	6	4
GROUP 5	SWIMMING COACH	HS	YES	8	1	7	4
GROUP 5	TENNIS, BOYS HEAD COACH (Spring)	HS	YES	8	1	7	4
GROUP 5	TENNIS, GIRLS HEAD COACH (Fall)	HS	YES	8	1	7	4
GROUP 5	VOLLEYBALL, GIRLS ASSISTANT COACH	HS	YES	8	1	11	4
GROUP 5	VOLLEYBALL, BOYS ASSISTANT COACH	HS	YES	2	1	6	4
GROUP 5	WRESTLING, ASSISTANT COACH	HS	YES	10	1	3	4
GROUP 6	BAND, JAZZ DIRECTOR	HS	NO	8	2	6	2
GROUP 6	BASEBALL, 9TH GR. COACH	FR	YES	2	1	6	4
GROUP 6	BASKETBALL, BOYS 9TH GR. ASSISTANT	FR	YES	11	1	3	4

GROUP 6	BASKETBALL, GIRLS 9TH GR. ASSISTANT	FR	YES	11	1	3	4
GROUP 6	BASKETBALL, BOYS 8TH GR. COACH	MS	YES	11	1	3	1
GROUP 6	BASKETBALL, BOYS 7TH GR. COACH	MS	YES	11	1	3	1
GROUP 6	BASKETBALL, GIRLS 8TH GR. COACH	MS	YES	10	4	2	4
GROUP 6	BASKETBALL, GIRLS 7TH GR. COACH	MS	YES	10	4	2	4
GROUP 6	CHORUS DIRECTOR/SHOW CHOIR GR 9 & 10	FR/HS	NO	8	2	6	2
GROUP 6	DANCE TEAM ADVISOR	HS	NO	8	1	7	4
GROUP 6	DIVING COACH	HS	YES	10	1	3	4
GROUP 6	FLAG CORP ADVISOR	HS	NO	8	1	7	4
GROUP 6	FOOTBALL, 9TH GR. ASSISTANT COACH	FR	YES	8	1	11	4
GROUP 6	FOOTBALL, 8TH GR. HEAD COACH	MS	YES	8	1	10	4
GROUP 6	FOOTBALL, 7TH GR. HEAD COACH	MS	YES	8	1	10	4
GROUP 6	FOOTBALL, PROGRAM ASSISTANT	HS	NO	8	1	11	4
GROUP 6	FOOTBALL, VIDEO	HS	NO	8	1	11	4
GROUP 6	GYMNASTICS COACH	HS	YES	8	1	7	4
GROUP 6	SOFTBALL, GIRLS 9TH GR. COACH	FR	YES	2	1	6	4
GROUP 6	SWIMMING, ASSISTANT COACH	HS	YES	10	1	3	4
GROUP 6	TRANSITION COORDINATOR	HS	NO	8	1	7	4
GROUP 6	VOLLEYBALL, BOYS 9TH GR. COACH	FR	YES	8	1	11	4
GROUP 6	VOLLEYBALL, GIRLS 9TH GR. COACH	FR	YES	8	1	11	4
GROUP 6	WRESTLING, 9TH GR. COACH	FR	YES	10	1	3	4
GROUP 7	BAND DIRECTOR	FR	NO	8	2	6	2
GROUP 7	BAND DIRECTOR	MS	NO	8	2	6	2
GROUP 7	BASEBALL, 9TH GR. ASSISTANT COACH	FR	YES	2	1	6	4
GROUP 7	CHEERLEADER, ASSISTANT ADVISOR	HS	NO	8	1	6	2
GROUP 7	CROSS COUNTRY, VARSITY/JV ASST	HS	YES	8	1	7	4
GROUP 7	GOLF, ASSISTANT COACH	HS	YES	8	1	10	4
GROUP 7	INDOOR DRUM LINE ADVISORY	FR/HS	NO	11	1	6	4
GROUP 7	INTRAMURAL COORDINATOR, DISTRICT	EL	YES	9	1	6	1
GROUP 7	ORCHESTRA DIRECTOR	MS	NO	8	2	6	2
GROUP 7	ORCHESTRA DIRECTOR	FR	NO	8	2	6	2
GROUP 7	SOCCER, BOYS 9TH GR. COACH	FR	YES	8	1	11	4
GROUP 7	SOFTBALL, GIRLS' 9TH GR. ASST. COACH	FR	YES	2	1	6	4
GROUP 7	TENNIS, BOYS ASSISTANT COACH (Spring)	HS	YES	3	1	6	2
GROUP 7	TENNIS, GIRLS ASSISTANT COACH (Fall)	HS	YES	8	1	10	4
GROUP 7	TENNIS, GIRLS JV COACH (Fall)	HS	YES	8	1	10	4
GROUP 7	TRACK, BOYS ASSISTANT COACH	HS	YES	2	1	6	2
GROUP 7	TRACK, GIRLS ASSISTANT COACH	HS	YES	2	1	6	2
GROUP 7	WRESTLING, 7TH & 8TH GR. HEAD COACH	MS	YES	11	1	2	2
GROUP 7	WRESTLING, 7TH & 8TH GR. ASST. COACH	MS	YES	11	1	2	2
GROUP 7	YEARBOOK ADVISOR	HS	NO	8	3	7	3
GROUP 7	YEARBOOK ADVISOR	MS	NO	9	1	6	2
GROUP 7	YEARBOOK ADVISOR	FR	NO	9	1	6	2
GROUP 8	ACADEMIC TEAM ADVISOR	HS	NO	9	1	5	4
GROUP 8	ATHLETIC COORDINATOR	Citywide	YES	8	1	7	4
GROUP 8	BAND, ASSISTANT DIRECTOR	MS	NO	8	2	6	2
GROUP 8	BASKETBALL, BOYS 7TH GR. ASSISTANT	MS	YES	11	1	3	1
GROUP 8	BASKETBALL, BOYS 8TH GR. ASSISTANT	MS	YES	11	1	3	1
GROUP 8	BASKETBALL, GIRLS 7TH GR. ASSISTANT	MS	YES	11	1	3	1
GROUP 8	BASKETBALL, GIRLS 8TH GR. ASSISTANT	MS	YES	11	1	3	1
GROUP 8	CHEERLEADER ADVISOR	MS	NO	8	1	6	2
GROUP 8	CHEERLEADER ADVISOR	FR	NO	8	1	6	2
GROUP 8	CHORUS DIRECTOR	MS	NO	8	2	6	2
GROUP 8	CHORUS DIRECTOR	FR	NO	8	2	6	2
GROUP 8	CROSS COUNTRY COACH	MS	YES	8	1	10	4
GROUP 8	DANCE TEAM ADVISOR	MS	NO	8	2	6	2
GROUP 8	DANCE TEAM ADVISOR	FR	NO	8	2	6	2
GROUP 8	DEPARTMENT HEAD, SECONDARY	MS/FR/HS	NO	9	1	6	1
GROUP 8	FLAG CORPS ASSISTANT ADVISOR	HS/FR	NO	8	1	7	4
GROUP 8	FOOTBALL, 8TH GR. ASSISTANT COACH	MS	YES	8	1	10	4
GROUP 8	FOOTBALL, 7TH GR. ASSISTANT COACH	MS	YES	8	1	10	4
GROUP 8	GOLF, MIDDLE SCHOOL COACH	MS/Citywide	YES	8	1	10	4

GROUP 8	GYMNASTICS COACH	MS	YES	11	1	3	1
GROUP 8	GYMNASTICS, VARSITY ASSISTANT	HS	YES	11	1	3	1
GROUP 8	INSTRUCTIONAL COACH	District	NO	8	2	6	3
GROUP 8	INTRAMURAL COORDINATOR, BUILDING	EL	YES	9	1	6	1
GROUP 8	MOCK TRIAL ADVISOR	HS	NO	9	1	6	1
GROUP 8	MUSICAL VOCAL DIRECTOR	HS	NO	12	1	6	2
GROUP 8	SOCCER, BOYS 7TH & 8TH GR. COACH	MS	YES	8	1	11	1
GROUP 8	SOCCER, GIRLS 7TH & 8TH GR. COACH	MS	YES	8	1	11	1
GROUP 8	STRING FUSION ADVISOR	MS	NO	8	1	6	1
GROUP 8	TENNIS, BOYS 7TH & 8TH GR. COACH (Spring)	MS/Citywide	YES	3	2	6	1
GROUP 8	TENNIS, GIRLS 7TH & 8TH GR. COACH (Fall)	MS	YES	8	1	10	4
GROUP 8	TITLE I SPECIALIST	District	NO	8	2	6	3
GROUP 8	TRACK, 7TH & 8TH GR. COACH	MS	YES	3	1	6	2
GROUP 8	VOLLEYBALL, 8TH GRADE COACH	MS	YES	8	1	11	1
GROUP 8	VOLLEYBALL, 7TH GRADE COACH	MS	YES	8	1	11	1
GROUP 8	WINTER GUARD ADVISOR	HS/FR	NO	11	1	6	4
GROUP 9	BAND, HONOR	EL	NO	8	2	6	2
GROUP 9	BAND, PEP	HS	NO	8	1	7	4
GROUP 9	CHORUS, HONOR	EL	NO	8	2	6	2
GROUP 9	DRAMATICS TECHNICAL ADVISOR	HS	NO	9	1	6	1
GROUP 9	ELEM SUMMER MUSIC THEATER ADVISOR	EL	NO	6	1	7	2
GROUP 9	FACULTY MANAGER	MS	NO	9	1	6	1
GROUP 9	FACULTY MANAGER	FR	NO	9	1	6	1
GROUP 9	FLAG CORPS ADVISOR	MS	NO	8	2	6	2
GROUP 9	GRAPHICS DESIGN COORDINATOR (Scoreboard)	HS	NO	9	1	6	1
GROUP 9	HEAD TEACHER	EL	NO	9	1	6	1
GROUP 9	HONOR SOCIETY ADVISOR	HS	NO	9	1	6	1
GROUP 9	NEWSPAPER ADVISOR	HS	NO	8	3	6	2
GROUP 9	NEWSPAPER ADVISOR	MS	NO	8	3	6	2
GROUP 9	NEWSPAPER ADVISOR	FR	NO	8	3	6	2
GROUP 9	ORCHESTRA, HONOR	EL	NO	8	2	6	2
GROUP 9	STUDENT COUNCIL ADVISOR	HS	NO	9	1	6	1
GROUP 10	CHESS CLUB ADVISOR	HS	NO	9	1	5	4
GROUP 10	CLASS ADVISOR	HS	NO	9	1	6	1
GROUP 10	DEBATE COACH	HS	NO	11	1	5	4
GROUP 10	DRAMATICS DIRECTOR	MS	NO	8	2	6	2
GROUP 10	DRAMATICS DIRECTOR	FR	NO	8	2	6	2
GROUP 10	LEAD TEACHER	EL	NO	9	1	6	1
GROUP 10	SCIENCE OLYMPIAN CHAIR	MS/Citywide	NO	10	1	4	1
GROUP 10	STRENGTH COACH ASSISTANT	HS	YES	8	1	7	4
GROUP 10	STEP TEAM ADVISOR	HS	NO	8	2	6	2
GROUP 10	TEAM LEADER	MS	NO	8	1	7	1
GROUP 10	TEAM LEADER	FR	NO	8	1	7	1
GROUP 10	TEAM LEADER	Sophomore	NO	8	1	7	1
GROUP 11	CLUB ADVISOR	District	NO	9	1	6	1
GROUP 11	HONOR SOCIETY ADVISOR	MS	NO	9	1	6	1
GROUP 11	KEY CLUB ADVISOR	FR	NO	9	1	6	1
GROUP 11	MUSIC ADVISOR	EL	NO	8	3	6	2
GROUP 11	NAT'L VOC/TECH HONOR SOCIETY ADVISOR	HS	NO	9	1	6	1
GROUP 11	SPEECH COACH	MS	NO	9	1	6	1
GROUP 11	STUDENT COUNCIL ADVISOR	MS	NO	9	1	6	1
GROUP 11	STUDENT COUNCIL ADVISOR	FR	NO	9	1	6	1

APPENDIX C
CERTIFICATED REQUEST FOR PERSONAL LEAVE

A. Personal Leave Requirements

- Personal leave is authorized for urgent personal business which cannot be scheduled outside regular school hours. Urgent personal business does not include recreation, shopping, seeking employment, other employment, pleasure trips, accompanying someone on a business or pleasure trip, extending a holiday or vacation, or other similar activities.
- The Superintendent, or his/her designee, shall grant up to three (3) days personal leave yearly to all full-time professional employees. Staff members teaching half time shall be granted up to three (3) half-days personal leave.
- Personal leave taken on Fridays or any day during the month of May requires a specific reason and administrative approval.
- Written requests should be forwarded to the Superintendent at least forty-eight (48) hours prior to such leave when possible.
- Personal leave shall be applied uniformly.
- Personal leave is not intended to extend vacations or holidays. If the professional employee has urgent personal business, as defined above, it shall be treated the same on these days (days immediately preceding or following a vacation or a holiday) as any regular workday.

B. FAMILY MEDICAL LEAVE ACT - If sick leave is exhausted for the FMLA, employees must use personal days.

C. If personal leave is improperly used for any of the reasons listed above, the individual may be suspended or terminated, in accordance with Section 3319.16 of the Ohio Revised Code.

D. For appeal procedure, see Section 8.0102E of Master Contract.

School(s)_____ Today's Date_____

I hereby request _____day(s) personal leave on_____
(MON./TUES./WED./THURS./FRI.)

_____, _____.
(Month and Day) (Year)

Reason, if required (only required for Fridays or any day in the Month of May):_____

_____

_____

I hereby declare that the information stated above is true and accurate to the best of my knowledge and belief.

Please print full name _____

Signature of professional employee _____

_____ ☐ Recommend ☐ Not Recommended
Signature of Supervisor

Reason: _____

☐ Xerox copy to applicant

FOR OFFICE USE ONLY - Days Previously Approved:_____
☐ Approved at no loss of pay ☐ Approved at loss of pay ☐ Not approved, reason as follows:

_____

SEND ALL COPIES TO HUMAN RESOURCES
To be distributed as follows: Certificated Person
Treasurer
Personnel File Copy
Principal (Gold)

_____
Assistant Superintendent for Human Resources

Date:_____

Form revised per Master Contract 8/87; 8/96; 7/99; 9/01; 10/05; 01/08

APPENDIX D-1

HAMILTON CITY SCHOOLS

ASSAULT LEAVE JUSTIFICATION FORM

(Justification for use of leave time when assaulted in the course of regular employment)

NAME _____

ADDRESS _____

_____

SOCIAL SECURITY NUMBER _____

PLACE OF INCIDENT _____

_____

DATE _____

TIME _____

BUILDING _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Witnesses -- Names, addresses and phone numbers.

In the space below, the professional employee is to provide a concise, complete, and accurate accounting of the total "assault" incident. (Use additional sheets if necessary.)

_____
Signature of Professional Employee

If medical attention is necessary, a certificate (Assault Leave Form #2) from a licensed physician stating the nature of your disability and its duration is required and must be attached to this form.

This form complies with ORC Section 3319.143. Falsification of this statement or the physician's certificate is grounds for suspension or termination of your employment under ORC Section 3319.16.

APPENDIX D-2

HAMILTON CITY SCHOOLS

PHYSICIAN'S CERTIFICATE

Name of Professional Employee	Name of Physician
Number/Street Address	Number/Street Address
City/State/Zip	City/State/Zip
Social Security Number	Phone Number

In the space below, state the nature of the disability in detail and its duration.

Date:

Signature of Physician

Falsification of the professional employee's signed statement or this Physician's Certificate is grounds for suspension or termination of the professional employee's employment under ORC Section 3319.16.

APPENDIX E

HAMILTON CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

GRIEVANCE #_____

Distribution of Form:
1. Immediate supervisor with the authority to resolve the grievance:_____
2. Association

NAME OF GRIEVANT_____DATE FILED_____

LEVEL I

A. Date Cause of Grievance Occurred:_____

B. (1) Statement of Grievance:_____

_____

_____

_____

_____

(2) Specific Provision(s) of the contract that were violated:_____

_____

_____

(3) Relief Sought:_____

_____

_____

_____

_____

_____
Signature Date

C. Disposition of Supervisor:_____

_____

_____

_____
Signature of Supervisor Date

If additional space is needed in reporting any section, attach an additional sheet.

GRIEVANCE REPORT FORM - PAGE 2

D. Disposition of Grievant and/or Association:_____

_____

_____

_____

_____
Signature Date

LEVEL II

A. Date received by Superintendent:_____

B. Disposition of Superintendent:_____

_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association: _____

_____

_____

_____

_____
Signature Date

LEVEL III

A. Date submitted to Mediation:_____

B. Disposition_____

_____

_____

_____

_____ _____ _____
Association Board Date

LEVEL IV

A. Date submitted to Arbitration:_____

APPENDIX F
Benefit Election and Compensation Reduction Agreement

Name: _____ SSN: _____-_____-_____School:_____

Address:_____

City:_____ State: _____Zip: _____

I have been informed that:

- I cannot change or revoke this compensation reduction agreement at any time during the plan year unless I have a change in family status (incl. Marriage, divorce, death of a spouse or child, termination of employment of a spouse and such other events as the Plan Coordinator determines will permit a change or revocation).
- The agreement will automatically terminate if the Plan is terminated or discontinued.
- The Plan Coordinator may reduce or cancel my compensation reduction or otherwise modify this agreement in the event he/she believes it advisable in order to satisfy certain provisions of the Internal Revenue Code.
- The reduction in my cash compensation under this agreement shall be in addition to any reductions under other agreement or benefit plans and shall be taken out over 26 pay periods unless my pay cycle is over 20 pays.

The individual (I)/family (F)-(circle one) benefits and their costs I have elected for this plan year are:

I/F Medical Insurance (BCHP).....$_____per pay

I/F Dental Insurance.....$_____per pay

I/F Vision Insurance.....$_____ per pay

IF YOU DO NOT WANT MEDICAL, DENTAL, OR VISION PLEASE CHECK [ ] BELOW BEFORE YOU SIGN AND DATE THIS FORM.

[ ] I decline participation in this Cafeteria Plan. I do not want medical, dental, or vision coverage. I understand that I will not be eligible to participate again until the following plan year.

This agreement is subject to the terms of the Hamilton City School District Cafeteria Plan as from time to time in effect, shall be governed by and construed in accordance with the laws of Ohio, shall take effect as a sealed instrument under the laws of Ohio, and revokes any prior election and compensation reduction agreement relating to the Cafeteria Plan.

_____ _____
Employee's Signature Date

Accepted and agreed to by HAMILTON CITY SCHOOL DISTRICT

_____ _____
Robert A. Hancock, Treasurer Date

Effective January 1, 2011

APPENDIX G-1

HAMILTON CITY SCHOOL DISTRICT

EVALUATION I

Professional employees will be evaluated in accordance with the appropriate (negotiated) job description and or performance rubrics. Strengths and/or Recommendations need NOT appear in all Domains.

TEACHER:	**ASSIGNMENT:**
EVALUATOR:	**SCHOOL/OFFICE:**

DATES OF OBSERVATIONS/VISITATIONS:
PROGRESS TOWARD YEARLY PERFORMANCE GOALS:

DOMAIN 1: Planning and Preparation

Strengths:

Recommendations:

DOMAIN 2: The Classroom Environment

Strengths:

Recommendations:

DOMAIN 3: Instruction

Strengths:

Recommendations:

DOMAIN 4: Professional Responsibilities

Strengths:

Recommendations:

CONTRACT STATUS/RECOMMENDATIONS:

Improvement Plan attached _____Yes _____No

COMMENTS OF STAFF MEMBER:

Teacher's Signature:	**Date:**
Administrator's Signature:	**Date:**

Signature indicates that the evaluation process was completed, not necessarily consensus.

APPENDIX G-2

HAMILTON CITY SCHOOL DISTRICT

EVALUATION II

Professional employees will be evaluated in accordance with the appropriate (negotiated) job description and or performance rubrics. Strengths and/or Recommendations need NOT appear in all Domains.

TEACHER:	**ASSIGNMENT:**
EVALUATOR:	**SCHOOL/OFFICE:**

DATES OF OBSERVATIONS/VISITATIONS:
PROGRESS TOWARD YEARLY PERFORMANCE GOALS:

DOMAIN 1: Planning and Preparation

Strengths:

Recommendations:

DOMAIN 2: The Classroom Environment

Strengths:

Recommendations:

DOMAIN 3: Instruction

Strengths:

Recommendations:

DOMAIN 4: Professional Responsibilities

Strengths:

Recommendations:

CONTRACT STATUS/RECOMMENDATIONS:

Improvement Plan attached _____Yes _____No

COMMENTS OF STAFF MEMBER:

Teacher's Signature:	**Date:**
Administrator's Signature:	**Date:**

APPENDIX G-3
COMPONENTS OF PROFESSIONAL PRACTICE

DOMAIN 1: Planning and Preparation	**DOMAIN 2:** The Classroom Environment
1a: Demonstrating Knowledge of Content and Pedagogy • Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy **1b: Demonstrating Knowledge of Students** • Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' skills, knowledge and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs **1c: Setting Instructional Outcomes** • Value, sequence and alignment • Clarity • Balance • Suitability for diverse learners **1d: Demonstrating Knowledge of Resources** • Resources for classroom use • Resources to extend content knowledge and pedagogy • Resources for students **1e: Designing Coherent Instruction** • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure **1f: Designing Student Assessments** • Congruence with instructional goals • Criteria and standards • Use for planning	**2a: Creating an Environment of Respect and Rapport** • Teacher interaction with students • Student interaction with other students **2b: Establishing a Culture for Learning** • Importance of content • Student pride in work • Expectations for learning and achievement **2c: Managing Classroom Procedures** • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of noninstructional duties • Supervision of volunteers and paraprofessionals **2d: Managing Student Behavior** • Expectations • Monitoring of student behavior • Response to student misbehavior **2e: Organizing Physical Space** • Safety and accessibility • Arrangement of furniture and use of physical resources

DOMAIN 4: Professional Responsibilities	**DOMAIN 3:** Instruction
4a: Reflecting on Teaching • Accuracy • Use in future teaching **4b: Maintaining Accurate Records** • Student completion of assignments • Student progress in learning • Noninstructional records **4c: Communicating with Families** • Information about the instructional program • Information about individual students • Engagement of families in the instructional program **4d: Participating in a Professional Community** • Relationships with colleagues • Involvement in a culture of professional inquiry • Service to the school • Participation in school and district projects **4e: Growing and Developing Professionally** • Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession **4f: Showing Professionalism** • Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations	**3a: Communicating with Students** • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language **3b: Using Questioning and Discussion Techniques** • Quality of questions • Discussion techniques • Student participation **3c: Engaging Students in Learning** • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing **3d: Using Assessment in Instruction** • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress **3e: Demonstrating Flexibility and Responsiveness** • Lesson adjustment • Response to students • Persistence

APPENDIX H
JOB DESCRIPTIONS

SCHOOL PSYCHOLOGIST

QUALIFICATIONS:
(1) Master's degree in school psychology
(2) School Psychologist certificate
(3) Two years work experience, one in work related to education or psychology
(4) Thinks logically; communicates clearly; can work within the system to bring about change; strives to go beyond a minimum level of performance.

REPORTS TO: Director of Pupil Personnel

JOB GOALS: To provide psychological services, including individual case study, psychological observations, testing, and counseling which will help pupils adjust to the school program and aid in modification of the school program to meet the needs of pupils.

PERFORMANCE RESPONSIBILITIES:

(1) Performs individual psychological testing and consulting and provides interpretation of the findings.
(2) Provides information on child growth and development and on the use and interpretation of standardized testing to teachers through in-service training sessions.
(3) Keeps abreast of development in psychology and education and assists in conducting psychological studies to further the understanding of school problems.
(4) Performs other duties as assigned in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.
(5) Refers pupils to other community agencies and works with parents, teachers, and agency personnel in following up results.
(6) Provides the intensive psycho-educational evaluation of individual children identified as or thought to be handicapped.
(7) Contributes to the written report of the evaluation team and delineates the results of the psycho-educational evaluation for consideration in the development of the IEP for each handicapped child studied.
(8) Contributes to a multi-factored evaluation, utilizes diagnostic instruments and techniques appropriate for the area of handicap or suspected handicap, as a part of the multi-disciplinary team.
(9) Consults with teachers, parents and other educational personnel on matters relating to the education and/or mental health of

handicapped students and/or non-handicapped students to ensure the provision of the most appropriate educational program.

(10) Counsels individuals and in groups with handicapped students and/or non-handicapped students and/or their parents. The counseling shall be accompanied by written procedures which include the intake interview, the structure of counseling, and criteria for selection.

(11) The services of the school psychologist may include:

(a) Serves as consultant to the schools in the development of educational evaluation and accountability procedures, pupil and personnel policies, in-service activities, curriculum, and staff development;
(b) Assisting educational staff in implementing or modifying instructional strategies, classroom management procedures, intervention strategies and follow-up activities;
(c) Directing and supervising the activities of the school psychology aide;
(d) Providing for a differentiated referral system allowing school personnel and parents to request intensive psycho-educational evaluation and evaluation and/or consultation for non-handicapped children;
(e) Providing screening programs, mental health activities, and referral to and consultation with outside service agencies; and
(f) Counseling students and professional employees in a crisis situation.

(12) Occasional exposure to blood, bodily fluids, and tissue.
(13) Occasional operation of a vehicle under inclement weather conditions.
(14) Occasional interaction among and with unruly children.
(15) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by the Board policy or OSHA regulations.

TERMS OF EMPLOYMENT: 206 days. Salary is based upon the appropriate experience and educational step on the Hamilton City School District Salary Schedule.

EVALUATION: Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

CLASSROOM TEACHER

QUALIFICATIONS:
(1) Baccalaureate Degree in Education
(2) Appropriate certification for areas and/or grade level as provided by the State of Ohio

REPORTS TO: Principal

JOB GOALS: To provide instructional and related programs. This responsibility involves preparation and planning both long-range and immediate; understanding and applying professional teaching methods; and developing and maintaining pupil, parent, and community relations.

PERFORMANCE RESPONSIBILITIES:

Instructional:

(1) Demonstrates knowledge of subject matter.
(2) Teaches to course of study objectives.
(3) Develops lesson plans that support course of study objectives.
(4) Utilizes elements of lesson design.
(5) Provides opportunities for students to utilize higher order thinking skills.
(6) Uses teaching tools and resources.
(7) Applies principles of learning.
(8) Uses a variety of instructional techniques.
(9) Plans for assessment activities.
(10) Monitors student progress.
(11) Utilizes standardized test results.
(12) Provides opportunities for students to achieve their potential.
(13) Plans for student intervention.
(14) Manages class time.

Relationship with Pupils:

(15) Maintains control of the classroom.
(16) Maintains rapport with students.

Staff Relationships:

(17) Maintains a productive working relationship with school personnel.
(18) Maintains a productive working relationship with school support personnel.

Parent/Community Relationships:

(19) Maintains a productive working relationship with parents
(20) Contributes to the welfare of the district.

Personal Qualities and Performance:

(21) Demonstrates functional literacy in both writing and oral communications skills.

Professional Growth:

(22) Participate in professional growth activities.

Other (General):

(23) Implements Board of Education and administrative policies, rules, regulations, and directives.
(24) Takes necessary and responsible precautions to protect students, materials, and facilities.
(25) Maintains records as required by law, District policy, and administrative regulations.
(26) Performs other duties as assigned in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.
(27) Occasional exposure to blood, bodily fluids, and tissue.
(28) Occasional operation of a vehicle under inclement weather conditions.
(29) Occasional interaction among and with unruly children.
(30) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulations.

TERMS OF EMPLOYMENT: The length of the school year shall be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience and educational step on the Hamilton City School District Salary Schedule.

EVALUATION: Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

GUIDANCE COUNSELOR (K-12)

QUALIFICATIONS:

(1) Master's degree with a major in guidance and counseling
(2) Full certification as a school counselor in accordance with rules and regulations of the State of Ohio.
(3) A minimum of three years successful teaching experience

SUPERVISES: Secretary and/or Clerk-Typist

JOB GOALS: To aid students in understanding themselves and to help them develop their full potential

PERFORMANCE RESPONSIBILITIES:

(1) Assists students in meeting the need to understand themselves in relation to the social and psychological world in which they live.
(2) Helps students to understand and to meet the need of accepting their aptitudes, interests, attitudes, abilities, and opportunities for self-fulfillment.
(3) Assists students in understanding the educational requirements, curricular and extracurricular opportunities, and the values of each to their self-development.
(4) Assists students in developing personal decision-making competency.
(5) Assists staff members of the schools in understanding the importance of the individual student and in providing information, materials, and consultative assistance in order to better understand students.
(6) Determines the influence of the school program on students' educational, psychological, and social development and conveys such to staff members.
(7) Informs staff members of significant changes in school and non-school environments which have implications for instruction and the psychological and social well-being of students.
(8) Assists parents in understanding the developmental progress of their child, his/her needs, and environmental opportunities for the purpose of increasing their ability to contribute to the child's development.
(9) Assists parents in understanding the school's educational requirements, extracurricular opportunities, and how these affect their child.
(10) Develops knowledge of community resources designated to meet the counseling needs of students.
(11) Provides counseling to students who have special needs.

(12) Provides group guidance to students and parents.
(13) Schedules and administers group and individual tests.
(14) Holds parent conferences.
(15) Communicates with staff about the special needs of individual students.
(16) Initiates referrals for special services to District auxiliary services and/or public agencies.
(17) Assists students with individual schedules.
(18) Assists Administration with development of the master schedule.
(19) Notifies staff of student schedules.
(20) Maintains records as required by law, District policy, and administrative regulations.
(21) Assists in direct research projects.
(22) Performs other tasks as may from time to time be assigned by the principal in accordance with the District's adopted guidance plan.
(23) Occasional exposure to blood, bodily fluids, and tissue.
(24) Occasional operation of a vehicle under inclement weather conditions.
(25) Occasional interaction among and with unruly children.
(26) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulations.

TERMS OF EMPLOYMENT: Length of year will be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience and educational step on the Hamilton City School District's Salary Schedule.

EVALUATION: Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

SPEECH/LANGUAGE PATHOLOGIST

QUALIFICATIONS:
(1) Master's degree
(2) Full certification as a speech/language pathologist according to the rules and regulations of the State of Ohio

REPORTS TO: Director of Pupil Personnel

JOB GOALS: To provide specialized services to children who evidence problems in articulation, fluency, voice, language development, and speech difficulties caused by organic and developmental conditions.

PERFORMANCE RESPONSIBILITIES:

(1) Conducts evaluation for the purpose of identifying communication disorders.
(2) Complies with local, state, and federal regulations' due process procedures.
(3) Develops and implements individual educational goals and strategies based on educational data.
(4) Consults and maintains a productive working relationship with local District administrators, administrators of assigned schools, teachers, parents, and other educational team members.
(5) Provides speech and language services for the habilitation or prevention of communication disorders.
(6) Provides counseling and guidance to parents, children, and teachers regarding speech and language handicaps.
(7) Consults with professional staff of the school system on the development of in-service training for teachers, parents, and other staff on problems related to speech, language, and hearing development.
(8) Maintains a productive working relationship with school health personnel to coordinate a hearing conservation program.
(9) Maintains a productive working relationship with community agencies, resources, and facilities concerned about children with communication handicaps.
(10) Participates in the development of programs and research in the areas of speech/language pathology.
(11) Establishes a caseload in compliance with state standards and federal mandates regarding children with suspected handicaps.
(12) Formulates written, long and short term, goals to meet individual needs.
(13) Provides habilitation, intervention, and management for speech handicapped students in accordance with the established individual goals and objectives.

(14) Dismisses students who have achieved their goals, does follow-up on released students, and monitors their functioning.
(15) Plans and conducts parent/teacher conferences at regular intervals.
(16) Serves as liaison and consultant to parents, teachers, local school administrators, and the Hamilton City School District in regard to the communication handicaps.
(17) Makes referrals to physicians, specialists, and agencies on a needs basis.
(18) Submits all reports and forms as required by law, District policies, and administrative regulations.
(19) Keeps principals informed regarding the speech therapy program (parent conferences, caseload, therapy schedule, etc.) in their building.
(20) Attends speech/language pathologist staff meetings and scheduled in-services.
(21) The speech/language pathologist shall keep all transactions related to the therapy program in confidence.
(22) Occasional exposure to blood, bodily fluids, and tissue.
(23) Occasional operation of a vehicle under inclement weather conditions.
(24) Occasional interaction among and with unruly children.
(25) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulations.

TERMS OF EMPLOYMENT: The length of the work year shall be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience and educational step on the Hamilton City School District Salary Schedule.

EVALUATION: Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

LEAD TEACHER (Elementary, Primary, Intermediate)

QUALIFICATIONS:
(1) Evidence of at least three (3) years of successful classroom instruction
(2) Demonstrates positive leadership and communications skills
(3) Is trained, or is willing to be trained, in the process approach to instruction

REPORTS TO: Building Principal

PERFORMANCE RESPONSIBILITIES:

(1) Demonstrates targeted instructional skills through model teaching.
(2) Serves as a resource for staff development through, but not limited to: demonstrating in-service activities, providing literature, and suggesting supplemental materials
(3) Serves as a liaison between the staff and the instructional service department. (This may include such activities as: grading and documenting student competencies, serving on course-of-study and textbook selection committees, and interpreting and implementing guidelines for instructional services and/or building administrators.)
(4) Works closely with building principal to insure implementation of course of study or other District approved strands of concentration.
(5) Provides initiative and/or innovation for the implementation of building and/or grade level activities that enhance the process approach to student learning.
(6) Provides leadership in fostering educational growth by attending appropriate seminars, workshops, conventions or formal class instruction.
(7) Occasional exposure to blood, bodily fluids, and tissue.
(8) Occasional operation of a vehicle under inclement weather conditions.
(9) Occasional interaction among and with unruly children.
(10) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by the Board policy or OSHA regulations.

MENTOR TEACHER

QUALIFICATIONS:

(1) Must have a minimum of five (5) years of teaching experience with at least three (3) years within the Hamilton City School District.
(2) Must hold a valid teaching certificate/license.
(3) Must have demonstrated excellence in all four (4) domains of Pathwise (Appendix G-3) as demonstrated by recent evaluations/professional references and/or other professional materials.
(4) Must have completed requirements as outlined in the state-wide training by an authorized trainer or be willing to complete the training by the end of the first semester of the assignment.
(5) Demonstrated talent in written and oral communications.
(6) Demonstrated ability to work cooperatively and effectively with other professional staff members.
(7) Provides evidence of possessing extensive knowledge of a variety of classroom management and instructional techniques.

REPORTS TO: Assistant Superintendent for Instruction

PERFORMANCE RESPONSIBILITIES:

(1) Support, observe and advise entry-year teachers.
(2) Promote personal and professional development of the entry-year teachers with the focus on the program including the four (4) Pathwise domains: Organizing content knowledge for student learning, creating a classroom environment for student learning, effective teaching for student learning and teacher professionalism.
(3) Work with each assigned entry-year teacher for a minimum of three (3) hours within a three-week period. The mentor teacher will be assigned approximately 20 entry-year teachers.
(4) Implements Board of Education and Administrative policies, rules, regulations and directives.
(5) Takes necessary and responsible precautions to protect students, materials, and facilities.
(6) Maintains records as required by law, district policy and administrative regulations.
(7) Performs other related duties assigned by the Administrative Assistant for Instructional Resources in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School Board of Education.

ASSIGNMENT/WORKING CONDITIONS:

(1) The mentor teacher work week will be thirty-six hours and forty minutes (36 hrs., 40 min.). The work day will be seven hours and twenty minutes (7 hrs., 20 min.).
(2) Initial assignment as a mentor teacher shall be for a three (3) year term. An incumbent mentor teacher may apply for one additional consecutive three (3) year term. Those members employed as mentor teachers as of July 1, 2002 shall serve his/her term in effect as of June 30, 2002 and shall be permitted to apply for one additional consecutive three (3) year term. Mentor teachers returning to the classroom will have the option of returning to the building of their last assignment as long as a vacancy exists for which they are certified/licensed.
(3) Occasional exposure to blood, bodily fluids, and tissue.
(4) Occasional operation of a vehicle under inclement weather conditions.
(5) Occasional interaction among and with unruly children.
(6) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulations.

TERMS OF EMPLOYMENT: The length for the school year shall be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience and the education step on the Hamilton City School District teachers' salary schedule.

INSTRUCTIONAL COACH

QUALIFICATIONS:

a) Master's degree or 150 hours.
b) Thinks logically; communicates clearly; good organizational skills; ability and willingness to work as a team member, computer expertise; excellent history of work attendance; strives to go beyond a minimum level of performance.
c) Three years of successful teaching experience (grades 4-12).
d) Ability to work well with people; demonstrate and maintain productive and positive interpersonal skills.
e) Knowledge and experience implementing best practices in instruction.
f) Knowledge and experience using a variety of assessment tools and analyzing student data.
g) Outstanding teaching skills in the subject area(s).
h) Capacity to model effective instructional strategies.
i) Curriculum development experience.

REPORTS TO: Assistant Superintendent for Instruction

JOB GOALS: To bring students of the Hamilton City School District to proficiency or better in the given content area(s) by maximizing the effectiveness of teachers' instructional practice.

PERFORMANCE RESPONSIBILITIES:

1. Assists in the development, implementation and evaluation of the school's/district's continuous improvement plan.
2. Works with teachers in assessing problem areas in curriculum and instruction and in finding and implementing appropriate solutions.
3. Introduces teachers to new methods, materials and instructional strategies that, through research, have proven to increase student achievement.
4. Coordinates and conducts staff development at school and district levels.
5. Models best instructional practices through actual classroom demonstrations.
6. Makes informal classroom observations and provides feedback for the purpose of instructional support and program improvement. Spends time in and around classrooms, partnering collegially, responsively and effectively with teachers who teach ELA, Math, Science or Social Studies.
7. Uses technology to disaggregate test data to inform and grade curricular and instructional program improvement on a school, class and individual student level.
8. Assists teachers in incorporating the use of technology into the instructional program.
9. Assists teachers in developing sound, defensible procedures for assessing student progress and for reporting that progress to students and parents.
10. Reviews periodically the implementation of assessment procedures and assures that the district's grading policy is implemented.
11. Works collaboratively and communicates effectively with administrators, teachers, media specialists, guidance counselors and other school staff to strengthen all aspects of the instructional program.

12. Works collaboratively and communicates effectively with principals and program coordinators to ensure rigorous, relevant curricula and instructional practices that will increase student achievement.
13. Works collaboratively and communicates effectively with middle and high feeder schools to strengthen vertical articulation and to create a seamless K-12 instructional program.
14. Provides teachers assistance with strategies that support the delivery of grade level content.
15. Encourage teachers for deeper thinking regarding decision about lessons and students' interactions, including the use of assessment data to evaluate and respond to student needs.
16. Demonstrates strong listening skills, appropriate questioning and confidentiality.
17. Perform other related duties as may be from time to time assigned by the Director of Continuous Improvement & Programs for At-Risk Students in accordance with the Master Contract between HCTA and the Hamilton City Board of Education.
18. Establish positive communication with building principals, staff and parents.
19. Maintain communication with the Associate Superintendent for Instructional Services and Director of Continuous Improvement & Programs for At-Risk Students.

ADDITIONAL WORKING CONDITIONS:

1. Occasional exposure to blood, bodily fluids and tissue.
2. Occasional operation of a vehicle under inclement weather conditions.
3. Occasional interaction among and with unruly children.
4. Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions or personal protection equipment as specified by Board policy or OSHA regulation.

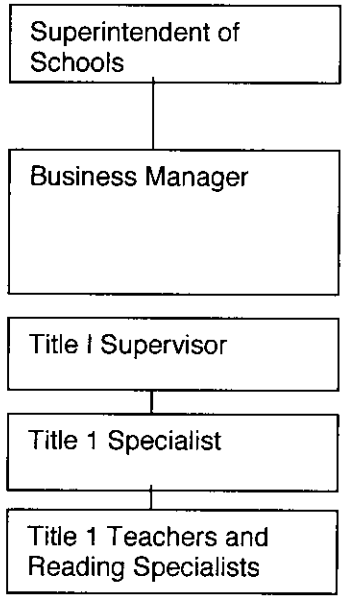
TERMS OF EMPLOYMENT:

201 days per year. Salary to be determined according to the current teacher's salary schedule.

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Master Contract between HCTA and the Hamilton City School District Board of Education.

TITLE 1 SPECIALIST



QUALIFICATIONS:
a) Master's degree in Education
b) Administrative, Supervisory, and/or Reading Specialist Certificate
c) Three years teaching experience, including at least one in the elementary classroom
d) Projects enthusiasm for children and the teaching-learning process; inspires confidence in colleagues; has a good appearance and pleasant personality; meets people easily; communicates clearly; can work within the system to bring about change; strives to go beyond a minimum of performance.

REPORTS TO: Business Manager

SUPERVISES: Title 1 Teachers and Reading Specialists

JOB GOAL: To assist the Business Manager in improving and maintaining a balanced school-wide program in Title 1 schools.

PERFORMANCE RESPONSIBILITIES:

Professional Staff

1. Coordinate and supervise the reading specialists and Title 1 Teachers.
2. Assist the Title 1 teachers and reading specialists in the selection and procurement of teaching materials, equipment, etc.
3. Coordinate the planning, implementation, and evaluation of the Title 1 program.
4. Conduct in-service education programs for Title 1 staff and other appropriate persons.
5. Coordinate the interface of the Title 1 teachers and reading specialists with classroom teachers.

Students and Parents

6. Observe student behavior in the reading centers and the regular classrooms.
7. Collect pertinent information about the activities and changes in behavior of participants to enable adequate evaluations.

8. Explain the program to various schools and community organizations.
9. Assist in preparing materials and conducting parent training sessions.
10. Establish communications with other programs that can support school-wide efforts.

Other Duties

11. Performs other related duties as assigned by the Administrative Assistant for Business and Planning and Sate & Federal Programs, in accordance with the Master Contract between HCTA and the Hamilton City School District.

Additional Working Conditions

1. Occasional exposure to blood, bodily fluids, and tissue.
2. Occasional operation of a vehicle under inclement weather conditions.
3. Occasional interaction among and with unruly children.
4. Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulation.

TERMS OF EMPLOYMENT: 201 days per year. Salary is based upon the appropriate experience and educational step on the current teachers' salary schedule.

EVALUATION: Performance of the job will be evaluated in accordance with the provision of the Master Contract between the Hamilton City School District and HCTA.

TEACHER ON SPECIAL ASSIGNMENT

QUALIFICATIONS:

A) Must have a minimum of five years of teaching experience with at least three years with the Hamilton City School District or equivalent experience in a school setting.

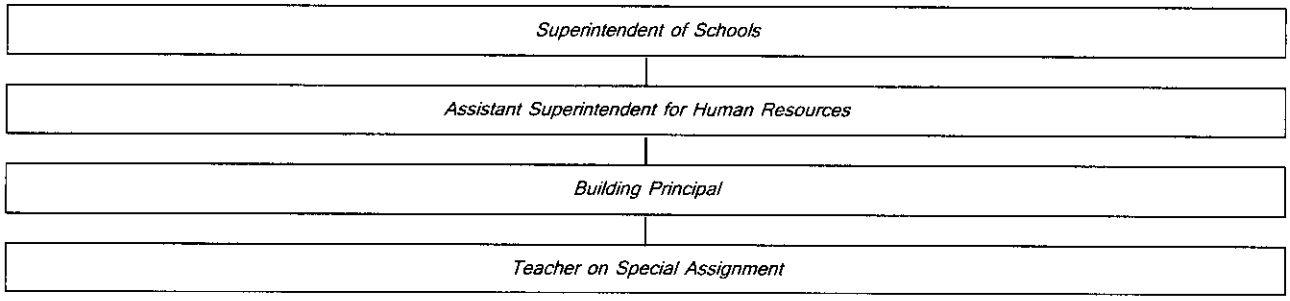
B) Must hold a valid teaching certificate/license.

C) Holds an administrative certification/license or actively working towards one is suggested.

D) Demonstrates ability to work cooperatively and effectively with other professional staff members.

E) Provides evidence of possessing extensive knowledge of a variety of classroom management and instructional techniques.

F) Projects enthusiasm for children and for learning.



REPORTS TO: Building Principal

PERFORMANCE RESPONSIBILITIES:

1. Supports, observes and learns from the building principal while maintaining an open line of communication with that principal.

2. Acts in the capacity of the building administrator when the principal is out of the building.

3. Confers with the principal regarding school policies and procedures.

4. Assists the principal in maintaining student discipline and enforcing school rules, and assembling district reports.

5. Works closely with student attendance and follows up in cases of chronic absence.

6. Attends most school-associated academic and social functions.

7. Chairs committees related to student activities as assigned by the principal.

8. Handles parental concerns and complaints as designated by the principal.

9. Becomes familiar with employee evaluation process.

10. Works closely with the principal in designing a master schedule for the school.

11. Becomes familiar with the budgetary process for the school.

12. Works with the parent group, attending meetings and making presentations, as assigned by the principal.

13. Attends Faculty Advisory Council meetings.

14. Observes building activities on a daily basis.

15. Works with the principal in disseminating information to staff, parents/community and the central office.

16. Works with the principal in planning events/programs.

17. Takes a leadership role on various occasions, including but not limited to: staff meeting, parent meetings, evening functions, IAT meetings, workshops, as determined jointly with the principal.

18. Attends in-service opportunities as determined jointly with building principal.

19. Helps students to understand and to meet the need of accepting their aptitudes, interests, attitudes, abilities, and opportunities for self-fulfillment.

20. Assists students in developing personal decision-making competency.

21. Assists staff members of the schools in understanding the importance of the individual student and in providing information, materials, and consultative assistance in order to better understand students.

22. Informs staff members of significant changes in school and non-school environments which have implications for instruction and the psychological and social well-being of students.

23. Develops knowledge of community resources designated to meet the counseling needs of student.

24. Schedules and administers group and individual tests.

25. Holds parent conferences.

26. Communicates with staff about the special needs of individual students.

27. Initiates referrals for special services to District auxiliary services and/or public agencies.

28. Performs other related duties as assigned by the building principal in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School Board of Education.

ASSIGNMENT/WORKING CONDITIONS:

a) The work week will be 35 hours, 25 minutes.

b) Occasional exposure to blood, bodily fluids and tissue.

c) Occasional operation of a vehicle under inclement weather conditions.

d) Occasional interaction among and with unruly children

e) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precaution, or personal protection equipment as specified by Board policy or OSHA regulations.

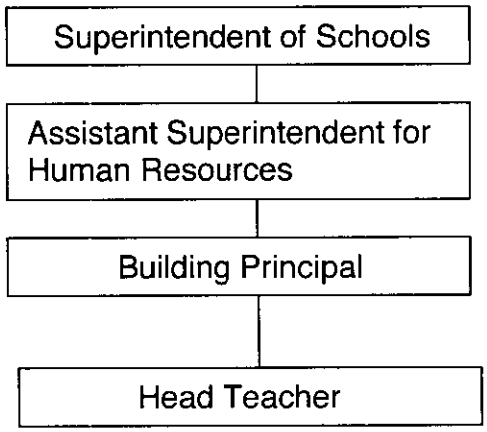
TERMS OF EMPLOYMENT:

186-196 days per year. Salary is based upon the appropriate experience and education step on the Hamilton City School Districts teachers' salary schedule.

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

HEAD TEACHER



QUALIFICATIONS: Must be a certified elementary teacher.

REPORTS TO: Building Principal

PERFORMANCE RESPONSIBILITIES: Carries out directives of building principal if needed. To report any unusual incidents to building principal.

JOB GOAL: To handle incidents that need immediate attention in the absence of the building principal and contact the principal immediately if their presence is required. An aide will be assigned to cover the classroom of the head teacher while she/he is performing these duties. The aide will be assigned to office duties when she/he is not needed to cover the class.

TERMS OF EMPLOYMENT:

All other factors would be followed according to existing Board policies and our Master Contract with HCTA.

INSTRUCTIONAL SPECIALIST - PHYSICAL EDUCATION/HEALTH

Superintendent of Schools

Assistant Superintendent for Instructional Services

Instructional

QUALIFICATIONS:

a) Bachelors + 30
b) Administrative or Supervisor Certificate preferred.
c) Three years of successful teaching experience (grades 4-12)
d) Thinks logically; communicates clearly; good organizational skills; ability and willingness to work as a team member; computer expertise; excellent history of work attendance strives to go beyond a minimum level of performance.

REPORTS TO: Assistant Superintendent for Instructional Services

JOB GOAL: To maintain and improve a balanced instructional program by providing equal levels of educational opportunity for all children. To diagnose and prescribe means and methods of improvement of instruction.

PERFORMANCE RESPONSIBILITIES:

Instructional Team Coordination

1. Serve as a liaison between physical education/health instructors and the office of Instructional Services.
2. Keep abreast of new developments in instruction and curriculum through individual study and attendance at regional and state meetings, workshops, and seminars.
3. Consult with district personnel for the improvement of instruction.

Professional development

4. Coordinate specific district initiatives for teachers grades K through 12, including:

   a. Development of a yearly district Professional Development plan
   b. Workshops
   c. Others as needed

5. Investigate and provide ideas, resources, and opportunities for teaching personnel.

Curriculum/Program Development

6. Serve as the Instructional Department liaison by leading district grade level and/or subject area meetings.

7. Convene committees for course of study work, material, and text selection, as directed.
8. Monitor implementation of district courses of study as directed.
9. Assist in the development and support of local, regional, and state initiatives.
10. Implement the Ohio Senate Bill 55 school requirements and maintain records.
11. Perform other related duties as requested by the Assistant Superintendent for Instructional Services.

Communications

12. Establish positive communication with building principals, staff, and parents.
13. Maintain continual dialogue with the Assistant Superintendent for Instructional Services.

ADDITIONAL WORKING CONDITIONS:

1. Occasional exposure to blood, bodily fluids, and tissue.
2. Occasional operation of a vehicle under inclement weather conditions.
3. Occasional interaction among and with unruly children.
4. Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulation.

TERMS OF EMPLOYMENT:

186 DAYS PER YEAR. Salary is based upon the appropriate experience and educational step on the Hamilton City School District Salary Schedule. A minimum of 2 periods of release time will be allocated daily.

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

OCCUPATIONAL THERAPIST

QUALIFICATIONS:
(1) Must have a Bachelor of Science degree in occupational therapy.
(2) Must be registered with the American Occupational Therapy Association.
(3) Must be licensed as an occupational therapist in the State of Ohio.

REPORTS TO: Director of Pupil Personnel

JOB GOALS: An occupational therapist is a health care professional who, in the educational setting, provides services in conjunction with a multidisciplinary special education team. A school based occupational therapist may be required to provide services to children ages three through twenty-two who have impairments, functional limitations, disabilities, or changes in physical or emotional health that affect their success in the school environment. In the future, services may be expanded to include early intervention services for children ages infant to three. Occupational therapy may be provided as a direct, indirect, and/or consultative service. The therapist in collaboration with the educational team determines the service delivery model.

PERFORMANCE RESPONSIBILITIES:

(1) Evaluation of an individual's abilities and limitations in range of motion, strength, fine motor function, sensory motor function, visual motor and perceptual motor function, oral motor skills, positioning and postural control, daily living skills, vocational skills, and leisure skills. This evaluation may be requested as part of the multi-factored evaluation process (MFE) or independent of the MFE process.
(2) Active participation in developing the individualized education program (IEP) for those students receiving services.
(3) Providing occupational therapy services as outlined in the IEP.
(4) Reporting progress on a quarterly basis.
(5) Participating in related meetings as necessary.
(6) Inservice training of staff in the use of special equipment and therapeutic techniques.
(7) Communication with parents, physicians, hospitals, clinics, therapists, and community service providers to facilitate service delivery.
(8) Managing a caseload in compliance with state standards and federal mandates regarding children with suspected disabilities under the supervision of the Director of Pupil Personnel.
(9) Ordering and maintaining of related capital equipment necessary to the function and safety of students in the school setting.

(10) Ordering materials and supplies necessary for the delivery of therapy services.

ADDITIONAL WORKING CONDITIONS:

(1) Occasional exposure to blood, bodily fluids, and tissue.
(2) Occasional operation of a vehicle under inclement weather conditions.
(3) Occasional interaction among and with unruly children.
(4) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulation.

OTHER: An occupational therapist working in the educational setting is generally itinerate staff and serves multiple schools in a school district. Preparation, documentation, and travel time must be considered when establishing caseload and schedules. It is typically necessary to flex day to day schedules to accommodate schools' varying starting/dismissal times and meetings that occur before or after school hours.

TERMS OF EMPLOYMENT:

Length of year will be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience step on the Occupational/Physical Therapist Salary Schedule.

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

PHYSICAL THERAPIST

QUALIFICATIONS:

(1) Must have a Bachelor of Science degree from an accredited physical therapy program. As of January 2002, accreditation is limited to only those professional programs that award the post-baccalaureate degree.
(2) Must be certified as clinical specialists (e.g. Pediatric Therapy Specialist).
(3) Must be licensed as a physical therapist in the state of Ohio.
(4) Annual CEU's are required to renew the biannual license.
(5) Physical Therapists working in the school setting shall hold an Ohio Special Education teacher's certificate for Physical Therapy.

REPORTS TO: Director of Pupil Personnel

JOB GOALS: A physical therapist is a health care professional who, in the educational setting, provides services in conjunction with a multidisciplinary special education team. The physical therapist works with a medical doctor's prescription, providing evaluations, intervention planning, as well as direct and indirect therapy to students who have impairments, functional limitations, disabilities, or changes in physical function and health status which affects their potential success in the school environment. A school based physical therapist may provide services to students within the age range of three to twenty-two. Physical therapy may be provided as a direct, indirect, and/or consultative service. The therapist in collaboration with the educational team determines the service delivery model appropriate for each student.

PERFORMANCE RESPONSIBILITIES:

(1) Initial evaluation of the students' abilities and disability. This includes a review of records, assessment of muscular, and neurological systems, as well as assessing functional status as related to the school setting. The physical therapist is concerned with safe mobility, postural control, and general good body mechanics which will allow the student to be effective in activities of daily living, within the school setting, as well as in vocational and recreational settings. Findings in this evaluation will be included in the multi-factored evaluation and will drive the physical Therapy program within the Individual Educational Program.
(2) Active participation in the development of the Individual Educational Program for those students receiving physical therapy.
(3) Provision of physical therapy services as outlined in the IEP.
(4) Maintenance of records and reporting of progress on a quarterly basis.
(5) Participating in related meetings as necessary.

(6) Inservice training of staff in the use of special equipment and therapeutic techniques, including lifting procedures, which will impact a student's success.
(7) Provide ongoing communication with staff, parents, private physicians, hospitals, clinics and other physical therapists working with a given student to facilitate services for the student.
(8) Management of a caseload in compliance with state standards and federal mandates regarding children with suspected disabilities under supervision of the Director of Pupil Personnel.
(9) Meet with vendors when students need special equipment such as wheelchairs, to assist in procuring needed equipment.
(10) Order and maintain equipment as needed for the success of the students in the educational setting.
(11) Supervision of Licensed Physical Therapy Assistants working within the school setting. State law requires physical therapy assistants to work under the supervision of a physical therapist. This includes weekly meetings, with ongoing sharing of information, and documentation of student progress.
(12) Order and maintain materials and supplies needed for the provision of physical therapy services.

ADDITIONAL WORKING CONDITIONS:
(1) Occasional exposure to blood, bodily fluids, and tissue.
(2) Occasional operation of a vehicle under inclement weather conditions.
(3) Occasional interaction among and with unruly children.
(4) Occasional exposure to hazardous materials or to working conditions which may require use of special procedures, precautions, or personal protection equipment as specified by Board policy or OSHA regulation.

OTHER: A physical therapist working in the educational setting generally serves multiple school buildings. Preparation, documentation, and travel time must be considered when establishing caseload and schedules. It is typically necessary to flex day to day schedules to accommodate schools' varying starting/dismissal times as well as meetings that occur before or after school hours.

TERMS OF EMPLOYMENT:
Length of year will be in accordance with the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education. Salary is based upon the appropriate experience step on the Occupational/ Physical Therapist Salary Schedule.

EVALUATION: Performance of this job will be evaluated in accordance with the provisions of the Master Contract between the Hamilton Classroom Teachers' Association and the Hamilton City School District Board of Education.

APPENDIX I

MEMORANDUM OF UNDERSTANDING REGARDING TEACHER EVALUATION

Whereas, the Board and the Association are parties to a collective bargaining agreement that remains in effect until June 30, 2020.

Now, therefore, the Board and the Association agree to modify the terms of the current Agreement to the extent required by law, and to memorialize the results of the required collaboration on Board policy. All other provisions of the current Agreement remain in full force and effect.

The following applies to teachers only. For the purposes of this section, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or

b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

d. A permit issued under ORC Section 3319.301.

Professional employees who do not fit this definition will continue to be evaluated under the terms of the current Agreement. In addition, teachers assigned to the Juvenile Rehabilitation Center will be evaluated using the OTES model, except that student growth measures will not apply to these teachers.

1. Purpose of Evaluation

   A. Evaluation in the Hamilton City School District is designed to promote improvement in instructional performance and provide input for employment decisions.

   B. Teachers have the opportunity to use initiative and leadership in defining specific goals and working cooperatively with evaluators in accomplishing them.

   C. Goals of the evaluation process are intended to promote or provide:

(1) Improved communication between administrators and staff
(2) School and District goals
(3) Better understanding of the scope of duties and responsibilities
(4) Early provision of assistance for specific needs
(5) Long and short-term goals toward which effort can be made to bring about improvement
(6) Relationship of specific goals to day-to-day performance
(7) Opportunity to assess periodically performance in terms of expectations
(8) A written record of professional performance

2. Evaluators

A. Principals and other administrative personnel employed by Hamilton City Schools who are certified and credentialed to conduct evaluations of teachers have the duty and responsibility to conduct evaluations of the performance of teachers. Each teacher to be evaluated shall be assigned a primary evaluator and secondary evaluator who shall be the building principal, assistant principal, supervisor or district designee. A teacher who is assigned to more than one building shall have one primary and secondary evaluator who shall be responsible for observations, conferences, and the final evaluation.

B. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher. However, this provision shall not limit an evaluator's ability to conduct unannounced observations and walkthroughs.

3. Evaluation Schedule

Teachers shall be evaluated annually with the exception of the following:

A. A teacher who receives a final summative rating of "accomplished" on his/her most recent evaluations, may at the discretion of the Superintendent/designee be formally evaluated every three years as long as the teacher receives a student growth measure of "average" or higher in the most recent school year. Teachers who qualify for this exception will receive one off cycle observation and a post-conference with a credentialed evaluator in any year that he/she is exempted from the formal evaluation process. The teacher will also continue to receive a student growth measure every year. This exception will not apply to a new teacher who has not yet completed the first two years of the resident educator program.

B. A teacher who receives a final summative rating of "skilled" on his/her most recent evaluations may at the discretion of the Superintendent/designee be formally evaluated every two years as long as the teacher receives a student growth measure of "average" or higher in the most recent school year. Teachers who qualify for this exception will receive one off cycle observation and a post-conference with a credentialed evaluator in any year that he/she is exempted from the formal evaluation process. The teacher will also continue to receive a student growth measure every year. This exception will not apply to a new teacher who has not yet completed the first two years of the resident educator program.

1. Eligibility of exemption will be staggered based on seniority as of the date of hire provided those teachers continue to meet the criteria for the exemption as included in this MOU and in Board Policy 3220. In the event that adjustments must be made to balance the evaluation list, least senior teachers may lose the opportunity for exemption. Teachers who lose the exemption due to the staggering of the building evaluation list, and who continue to receive a "skilled" rating, and meet the criteria for the exemption as included in this MOU and in Board Policy 3220, will receive the exemption the following year.

C. Retiring teachers

A teacher who has submitted a notice of retirement by November 1st will not be evaluated as long as the Board of Education has accepted the retirement by December 1st.

D. Teachers on extended leave

A teacher who is on leave from the district for fifty percent (50%) or more of the school year will not be evaluated in that year.

E. Resident Educator
Resident Educators will be evaluated as follows:
- Year 1: on cycle
- Year 2: on cycle
- Year 3: off cycle if "accomplished" in year 2 or "skilled" with an "average" or above student growth measure
  - Year 3 Resident Educators new to the district will receive an "on cycle" evaluation.
- Year 4:
  - Year 4 Resident Educators who were on cycle in year 3 and receive a summative rating of "accomplished" or "skilled" with an

"average" or above student growth measure in year 3 will be off cycle in year 4.

- Year 4 Resident Educators new to the district will receive an "on cycle" evaluation.

4. Observation/Evaluation Instruments

A. Post-observation observation rating rubrics for each classroom observation will be provided to the teacher. These observation rating rubrics shall include the following information: Name of the evaluator and teacher, date; and grade or assignment.

B. OTES forms will be used in the evaluation process. The informal observation general form (walkthrough form) will be used for documenting walkthroughs. Teachers will be provided all evaluation reports within five (5) working days of the evaluation post-conference and shall have the opportunity to respond.

C. The evaluator will place in the "observation notes" section of the Observation Summary rubrics whether or not the teacher's contract is in jeopardy. If the teacher's contract is in jeopardy, an improvement plan will be created. The teacher shall have input into the improvement plan.

5. Evaluation Process

A. Teachers as defined above will be evaluated using the Ohio Teacher Evaluation System (OTES). Each teacher will receive a final summative rating of "ineffective", "developing", "skilled", or "accomplished." The statutorily required percentage of the final summative rating will be based upon the teacher's proficiency on the standards of the teaching profession as measured by the OTES rubric known herein as the performance side of the evaluation. The minimum statutorily permissible percentage of the final summative rating will be based on student growth measures known herein as the student growth side of the evaluation. The district will provide opportunities for teachers new to the Hamilton City School District to receive training and orientation on the evaluation system before implementation for those teachers.

B. Teachers will participate in a group or individual goal setting meeting no later than October 15 each year. In preparation for the goal setting meeting, the teacher will complete the self-assessment form. This form is not required to be turned in or shared with the evaluator. The

district will utilize teacher performance and improvement plans in accordance with board policy and the State framework.

C. A minimum of two (2) formal classroom observations consisting of at least thirty (30) consecutive minutes will result in two (2) post-conferences and a final summative rating. A pre-observation conference is required for the first classroom observation. Only one formal observation provided for in this process is required to be announced by the administrator. Three (3) formal observations are required for any teacher who is under consideration for non-renewal of his or her contract or termination of his or her contract if the termination is based solely on Evaluation results. Other teachers may receive three (3) formal observations if the administration determines that a third observation will be beneficial.

D. A post-observation conference is required for all formal observations. The post-observation conference should be held as quickly as possible following the formal observation, but no later than ten (10) working days following the observation. The post-observation conference must be held prior to the next observation. Within 5 working days of the unannounced observation, the evaluator and/or teacher may submit or request clarifying information on the observation.

E. For teachers receiving two observations, at least the first post observation conference will be completed by the day before winter break. The second post observation conference will be completed by April 30. The final summative evaluation will be provided to the teacher by May 10.

F. For teachers receiving three (3) observations, at least the first post-observation conference will be completed by November 30. The second post-observation conference will be completed by February 28, and the third post-observation conference will be completed by April 30. The final summative evaluation conference will be completed by May 10. If a teacher is being recommended for non-renewal, the final summative evaluation conference will be held on or before May 1.

G. Walkthroughs are part of the evaluation process. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment. Evidence gathered from the walkthrough shall be shared with the teacher no later than five (5) workdays after the walkthrough. It is understood that not every standard will be observed on every walkthrough. Teachers have a right to file a response to a walkthrough electronically and such response will be made part of the evaluation record.

H. Informal classroom visits may occur at any time. Informal classroom visits do not require a report and/or a scheduled post-conference.

I. Teachers who are recommended for non-renewal will have been provided an improvement plan. The teacher shall have input into the plan.

J. Timelines contained within this procedure may only be changed by mutual written agreement of the Board and the Association.

K. No decision relating to non-renewal or termination of a teacher's contract will be based on the student growth portion of the evaluation until a minimum of three years of Hamilton City School District data has accumulated. The three years of data accumulation begins with the 2013-2014 school year. Student Growth Measures will be utilized for decisions related to non-renewal and termination beginning in the 2017-2018 school year. A process for correcting errors in student growth measures will be developed by the District Student Growth Measures (SGM) committee, and will include a provision for uncorrectable student growth data to be excluded from any consideration in employment related decisions.

L. The value-added progress dimension rating that is based on the results of the assessments prescribed under sections 3301.0710 and 3301.0712 of the Revised Code and that is used to assess student academic growth for purposes of teacher evaluations under sections 3311.80, 3319.111, and 3319.112 of the Revised Code will continue to be used to generate the student growth measure score for A1 and A2 teachers during the duration of this MOU. Use of the data to make major employment decisions will be in accordance with this Agreement as discussed in Section 5(K).

M. Student Learning Objectives (SLOs) shall be created as student growth measures for all teachers in accordance with the guidelines issued by the Ohio Department of Education. SLO committees will be established in each building, as well as a district SLO committee for fine arts. These committees will have the authority to make decisions regarding the implementation of SLOs, including resolving any disputes arising from the contents and/or setting of growth targets of a SLO. The committees shall be comprised of a majority of teachers (3 to 5) appointed by the Association, and approved by the building principal, representing a variety of subjects and grade levels as appropriate. The committee must include at least one teacher being assessed through value added data provided the building includes value added teaching positions. All persons serving on the committee

must have completed District required training. The committees will consult with affected teachers in the course of their work. The committees will meet either on release time or time paid at the contractual hourly rate.

The SLO deadline will be as follows:

1. Staff members who elect to develop an individual SLO must submit their intent, via email, to the building principal, by the end of the school day on the last Friday of August.
2. Individual SLO's must be submitted to the building committee for consideration no later than the second Friday in September.
3. Individual SLO's must be approved by the building committee no later than the Last Friday in September.
4. Options for student growth measures are set forth in Exhibit 1 of this Memorandum.

N. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article/MOU. Any alteration to the Memorandum of Understanding shall require approval/ratification from the board and the association membership. Upon approval/ratification, the parties shall enter into a written amendment to the memorandum.

O. For the purpose of any reduction in force, all teachers shall be considered "comparable" for the duration of this Memorandum of Understanding.

This Memorandum is effective upon ratification by the Board and the Association. The terms of this Memorandum will expire on June 30, 2020.

HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 3/8/16

By: _____
Board President

HAMILTON CLASSROOM TEACHERS ASSOCIATION

Date: 3/8/16

By: Debra J. Gann
President

APPENDIX I-1

Eval MOU SLO Language

Options for Staff w/out Vendor

1. District-wide SLO for 50%
2. Individual SLO which must go through building committee process for approval for 50%
3. District SLO for 10% and Individual SLO for 40%
4. Individual SLO for 10% and District SLO for 40%

Options for Staff with Vendor

1. Vendor for 50%
2. Vendor for 10% and Individual SLO for 40%
3. Vendor for 10% and District SLO for 40%
4. Vendor for 10%, District or Individual SLO for 10% and District or Individual SLO for 30%

Options for Staff with two or more Vendors

1. Vendors for 50%
2. District or Individual SLO for 30% and Vendors for 20%
3. District SLO for 15%, Individual SLO for 15% and Vendors for 20%

Options for Title I, ESL (grades 1-9) and special ed who serve alternatively assessed students

1. Vendor for 50%
2. Vendor for 10% and District SLO or Individual SLO for 40%
3. Vendor for 10%, District SLO or Individual SLO for 10% and District SLO or Individual SLO for 30%

Appendix J

HCTA

Sick Bank Application Form

Sick Bank days:

- can only be used for personal illness/disability
- are available to borrow only when applicant's personal illness leave is depleted

Name_____ Date_____

School_____

Home Address_____
Street City State Zip

Describe nature of illness:

_____

_____

_____

Doctor's Note/Verification with description of illness
and dates of absence and return to work must accompany this request

Date sick days will be exhausted_____ Date of return to work_____

Total Days Requested_____ Employee Daily Rate _____

Compensation to be as follows:

Days 1-10: _____ compensated at 100% of daily rate = $_____
(# of days up to ten)

Days 11-20: _____ compensated at 75% of daily rate = $ _____
(# of days up to ten)

Any subsequent days: _____compensated at 50% of daily rate = $_____
Total Cost to Sick Bank: $_____

APPENDIX-K

Request for Professional Leave

Request must be fully completed for approval. After completion Print Form and have **Principal Sign**. PLEASE SUBMIT ONE [1] COPY ONLY. This form must be submitted SEVEN working days prior to date of absence. If sooner approval is required, building principal or immediate supervisor must verify approval by phone before permitting leave.

TODAY'S DATE: _____

NAME: _____

For HOME SCHOOL/DEPT please enter the location where you receive your Paycheck.

HOME SCHOOL: _____

YOUR POSITION: _____

ABSENCE DATE: _____

TITLE OF EVENT: _____

PLACE OF EVENT: _____

CITY: _____ STATE: _____

Initiated By: Please Select One

- ◯ Administrator Leave
- ◯ Athletics
- ◯ Building Principal
- ◯ CTE
- ◯ Fine Arts
- ◯ Gifted
- ◯ HCTA
- ◯ Human Resources
- ◯ Instruction
- ◯ Grants _____
- ◯ Non-Public/Auxiliary
- ◯ Mentor
- ◯ Nurses/Psych Services
- ◯ Pupil Personnel/SE
- ◯ Student Services
- ◯ Superintendent
- ◯ Technology
- ◯ Title 1

OFFICE USE ONLY

◯ DENIED

REASON [ ]

PLEASE SELECT SUBSTITUTE OPTION BELOW?

- ◯ No Sub Needed
- ◯ Full Day Sub Needed
- ◯ 1/4 Day AM Sub Needed
- ◯ 1/4 Day PM Sub Needed
- ◯ 1/2 Day AM Sub Needed
- ◯ 1/2 Day PM Sub Needed

HAMILTON CITY SCHOOL DISTRICT

Requisition **MUST BE ATTACHED** for any costs checked below. **SEND REQUISITION and PROFESSIONAL LEAVE FORM to Instruction.**

REQUISITION # _____

- ◯ Registration Fee
- ◯ Lodging
- ◯ Taxi/Parking
- ◯ Meals
- ◯ Mileage/Auto
- ◯ Airfare

Approved By:

_____
Signature of Principal Date

_____
Signature of Immediate Supervisor Date

_____
Signature of Instructional Services Date

DIRECTIONS: Fill out this form and submit to your building principal [or immediate supervisor]. When filling out the professional leave please be sure to:

1. **Select the items that you are asking reimbursement for.**
2. **Find out if the department initiating the professional leave will reimburse all the items selected.**
3. **Also, if you are asking for reimbursement, a requisition MUST BE attached to the leave form. If a requisition is not attached, the professional leave form will be returned unsigned.**

ORIGINAL: Instructional Service COPIES: Originator, Principal/Supervisor, Treasurer - Certificated Attendance, Treasurer - Payable

Revised 10/20/14 IS