Hillsboro Online Academy - Associate Teachers

This Memorandum of Agreement is hereby entered into by and between the Hillsboro School District ("District") and the Hillsboro Education Association ("Association") for the purpose of setting forth the economic terms and conditions for the Associate Online Teacher position in the bargaining unit.

WHEREAS the District will continue operating an Online Academy in 2015-18; and WHEREAS the Online Academy will be staffed, in part, with individuals working in part-time assignments as described below, although it is not the intent of the District to utilize Associate Online Teachers in artificially high numbers so as to avoid employing 0.5 FTE and above online teachers;

THEREFORE, the District and Association hereby agree to the following terms and conditions for the 2015-18 teacher contract years:

- 1. An "Associate Online Teacher" shall be defined as an individual employed by the District in a teaching capacity for the Online Academy who is assigned to three (3) or fewer on-line courses as set forth by the NCES Course Code and who is assigned to no more than thirty online (30) students in any one grading period.
- 2. The stipend amount for the Associate Online Teacher position shall be based upon the rate of \$32.86, which shall be referred to as the Online Associate Teaching Rate. That rate shall be multiplied by the established number of assigned hours per term to arrive at the stipend amount to be paid. The assigned hours shall be as follows:
 - a. Teachers assigned to nine (9) students or less shall be considered to be assigned to 2.35 hours per week, for a total payment of \$1,390 per semester or \$2,780 per year.
 - b. Teachers assigned to ten (10) to sixteen (16) students shall be considered to be assigned to 2.94 hours per week, for a total payment of \$1,739 per semester or \$3,479 per year.
 - c. Teachers assigned to seventeen (17) to twenty-three (23) students shall be considered to be assigned to 3.53 hours per week, for a total payment of \$2,088 per semester or \$4,176 per year.

- d. Teachers assigned to twenty-four (24) to thirty (30) students shall be considered to be assigned to 4.15 hours per week, for a total payment of \$2,455 per semester or \$4,910 per year.
- e. Each amount associated to stipend rates shall be increased by 2.5% per year for the life of this agreement (the 2016-17 and 2017-18 school years).

Student counts for payment purposes shall be determined as of October 1, for the first semester and February 20 for the second semester. The above amounts shall represent the full payment owed to the teacher. Additional paid hours must be approved by a supervisor.

- Associate Online Teachers shall be expected to schedule and maintain office hours. Teachers with fifteen (15) or fewer students shall provide one hour of scheduled office time per week during which they will be available to assist students and/or parents. Teachers with more than fifteen (15) students shall provide two hours of office time per week. The location and scheduling of office hours will be the responsibility of the teacher, in agreement with the Online Academy supervisor.
- 4. Associate Online Academy teachers shall be considered members of the Association's bargaining unit. However, individuals employed as Online Academy teachers who are not otherwise employed by the District in a position that is in the Association shall not be covered by the following portions of the parties' collective bargaining agreement:
 - a. Article 4 Member Work Year/Work Day; although Associate Online teachers shall be governed by the same school year calendar as is established for the rest of the licensed bargaining unit.
 - b. Article 7 Educational Improvement and Professional Development
 - c. Article 8 Leaves (except those provided for by law)
 - d. Article 9 Vacancies and Transfers; although Section B shall apply.
 - e. Article 10 Reduction in Force
 - f. Article 12 Salary; although the provisions for extended contract pay set forth in Section (d)(5) shall apply.
- Associate Online Teachers will be employed on temporary contracts that are either for a semester or for a school year. It is understood that such contracts expire at the end of the stated term, and that there is no right to continued employment beyond the term of the Online Academy Associate contract.

- 6. While most of the leave provisions of Article 8 shall not apply to Associate Online teachers, absences that impact an associate teacher's duties will be coordinated with the supervisor.
- 7. Associate Online Teachers who are employed by the District in another capacity shall have their Associate On-line assignment counted toward their insurance eligibility in the following manner:
 - a. Three online courses taught or 30 students served in a given semester shall be considered one course in the regular education setting for purposes of FTE and as such shall count as 0.083 FTE per semester. The proration and ranges for courses taught and students served is to be applied as follows: one course or 0-9 students served shall count as 0.027 FTE per semester; two courses or 10-19 students served shall count as 0.054 FTE per semester; and three courses or 20-30 students served shall count as 0.083 FTE per semester.
 - b. Any FTE accumulated as described above shall be added to the individual's preexisting District FTE for purposes of calculating his or her District insurance contribution.
 - c. A teacher who is hired at the beginning of the year to teach three courses in each semester shall have the entire 0.167 FTE credited to his or her insurance entitlement effective the beginning of the school year.
 - d. In no instance shall any District employee be entitled to more than the maximum District insurance contribution as set forth in the collective bargaining agreement.
- 8. Nothing in this Agreement shall be construed as requiring the District to hire individuals employed in other capacities by the District for Associate Online positions.
- 9. This Memorandum shall be in effect through June 30, 2018, and shall not be binding beyond that time or precedent setting in any way.

For the District:

For the Association:

Debbie Ashley, Chief Human Resource Officer

Maureen Barnhart, HEA President

Hillsboro Online Association - Teachers

The Hillsboro School District ("District") and the Hillsboro Education Association ("Association") hereby enter into the following Memorandum of Agreement for the purpose of setting forth the terms and conditions governing the regular employment of teachers in the District's Online Academy. Teachers assigned to the Hillsboro Online Academy ("HOA"), excluding Associate Online teachers, shall be covered by all terms and conditions of the Collective Bargaining Agreement between the District and the Association.

For the purposes of Article 4, Section D, "student contact" time shall be defined as that time the teacher is assigned to be on-site.

- 1. Full time on-line licensed staff will not be assigned to more than an average of 288 minutes on-site per day. This time may be allocated differently by the mutual agreement of the administrator and teacher, so long as there are no more than 1,440 minutes in a five-day week. The purpose of this 288 minute on-site definition is to provide physical and literal means for the member to complete non-student contact related activities as are normally completed during prep and planning time in brick and mortar schools. However in no circumstance can the language of this MOU be construed as to replace or supplant the definition of workday in Article 4, B.1. As is true for teachers in a traditional education environment, while the District may not assign student contact work or duties outside of the 288 minutes, online teachers are expected to perform those necessary responsibilities so as to be prepared for their workday as described in Article 4.
- 2. Student contact time will be pro-rated in accordance with FTE.
- 3. In limiting on-site time as described above, the District will be considered to have provided on-line teachers with the preparation time set forth in Article 4, Section B.
- 4. The District will develop a process for determining the student/teacher staffing ratio for the online program and will communicate the process to the administration and staff at Hillsboro Online Academy no later than October 1st for the following school year.
- 5. Online licensed staff cannot be required to be in the building before 8 a.m. or after 8 p.m.

For the District:

For the Association:

Maureen Bambart Jan. 12, 2016 Date

Hillsboro Online Academy - Associate Teachers

This Memorandum of Agreement is hereby entered into by and between the Hillsboro School District ("District") and the Hillsboro Education Association ("Association") for the purpose of setting forth the economic terms and conditions for the Associate Online Teacher position in the bargaining unit.

WHEREAS the District will continue operating an Online Academy in 2015-18; and WHEREAS the Online Academy will be staffed, in part, with individuals working in part-time assignments as described below, although it is not the intent of the District to utilize Associate Online Teachers in artificially high numbers so as to avoid employing 0.5 FTE and above online teachers;

THEREFORE, the District and Association hereby agree to the following terms and conditions for the 2015-18 teacher contract years:

- 1. An "Associate Online Teacher" shall be defined as an individual employed by the District in a teaching capacity for the Online Academy who is assigned to three (3) or fewer on-line courses as set forth by the NCES Course Code and who is assigned to no more than thirty online (30) students in any one grading period.
- 2. The stipend amount for the Associate Online Teacher position shall be based upon the rate of \$32.86, which shall be referred to as the Online Associate Teaching Rate. That rate shall be multiplied by the established number of assigned hours per term to arrive at the stipend amount to be paid. The assigned hours shall be as follows:
 - a. Teachers assigned to nine (9) students or less shall be considered to be assigned to 2.35 hours per week, for a total payment of \$1,390 per semester or \$2,780 per year.
 - b. Teachers assigned to ten (10) to sixteen (16) students shall be considered to be assigned to 2.94 hours per week, for a total payment of \$1,739 per semester or \$3,479 per year.
 - c. Teachers assigned to seventeen (17) to twenty-three (23) students shall be considered to be assigned to 3.53 hours per week, for a total payment of \$2,088 per semester or \$4,176 per year.

- d. Teachers assigned to twenty-four (24) to thirty (30) students shall be considered to be assigned to 4.15 hours per week, for a total payment of \$2,455 per semester or \$4,910 per year.
- e. Each amount associated to stipend rates shall be increased by 2.5% per year for the life of this agreement (the 2016-17 and 2017-18 school years).

Student counts for payment purposes shall be determined as of October 1, for the first semester and February 20 for the second semester. The above amounts shall represent the full payment owed to the teacher. Additional paid hours must be approved by a supervisor.

- Associate Online Teachers shall be expected to schedule and maintain office hours. Teachers with fifteen (15) or fewer students shall provide one hour of scheduled office time per week during which they will be available to assist students and/or parents. Teachers with more than fifteen (15) students shall provide two hours of office time per week. The location and scheduling of office hours will be the responsibility of the teacher, in agreement with the Online Academy supervisor.
- 4. Associate Online Academy teachers shall be considered members of the Association's bargaining unit. However, individuals employed as Online Academy teachers who are not otherwise employed by the District in a position that is in the Association shall not be covered by the following portions of the parties' collective bargaining agreement:
 - a. Article 4 Member Work Year/Work Day; although Associate Online teachers shall be governed by the same school year calendar as is established for the rest of the licensed bargaining unit.
 - b. Article 7 Educational Improvement and Professional Development
 - c. Article 8 Leaves (except those provided for by law)
 - d. Article 9 Vacancies and Transfers; although Section B shall apply.
 - e. Article 10 Reduction in Force
 - f. Article 12 Salary; although the provisions for extended contract pay set forth in Section (d)(5) shall apply.
- 5. Associate Online Teachers will be employed on temporary contracts that are either for a semester or for a school year. It is understood that such contracts expire at the end of the stated term, and that there is no right to continued employment beyond the term of the Online Academy Associate contract.

MEMORANDUM OF AGREEMENT Between Hillsboro Education Association And Hillsboro School District

This Memorandum of Agreement is hereby entered into by the Hillsboro School District ("District") and the Hillsboro Education Association for the purpose of establishing the cellular phone stipend. To that end, the parties agree to the following:

Bargaining Unit members who are identified by the District as requiring mobile contact during their assigned work day or during assigned duties may voluntarily choose to utilize their personal cell phone. Personal cell phone work usage will be reimbursed to offset those costs at the following rates:

Voice services only: \$20.00 per month

Voice, email, web: \$45.00 per month

Employees in job classifications identified as eligible for the cell phone stipend are as follows:

- Nurses
- CTS
- Athletic Directors
- Deans
- Care Coordinators
- Behavioral Specialist
- Support Specialist
- Identified Office for School Performance TOSAS

If the District raises this stipend for any other employee group, it will raise the stipend paid to licensed staff similarly.

Personal cellphone records and portions thereof not related to employment with the District remain the property of the member and cannot be turned over to the District for any purpose. By accepting a stipend, the employee agrees to comply with a lawful request from the District to delete any district owned data that resides on an employee owned mobile phone, absent conflicting legal obligations. Members who are identified as eligible for the cell phone stipend but choose not to utilize a personal cell phone, will be provided with an alternative means of contact by the District. This Memorandum of Agreement shall be in effect through the conclusion of the 2015-18 Professional Agreement between the District and the Association, which is currently being negotiated.

For the District:

| July | 9/22/15 |
| Debbie Ashley, Chief Human Resources Officer | Date

For the Association:

Maureen Barnhart Sept. 22, 2015

Maureen Barnhart, President, HEA Date

Memorandum of Understanding between Hillsboro Education Association and Hillsboro School District

STE(A)M Building Coach & Feeder Lead Coach Stipends

The parties agree that STE(A)M Building Coaches and STE(A)M Feeder Lead Coaches will each receive \$2,000.00 for their respective positions. Job descriptions are in place for each position.

This Memorandum of Understanding shall be in effect through the conclusion of the 2015-18 Professional Agreement between the District and the Association, which is currently being negotiated.

All other provisions of Article 19 are in full force and effect as they relate to these two positions.

For the District:	
Debbie Ashley, Chief Human Resources Officer	9/ 22/15 Date
For the Association:	
Maii veen Barnhart, President, HEA	Sept. 22, 2015 Date

Column I and II Movement

The following Memorandum of Agreement is entered into by and between the Hillsboro School District (HSD) and the Hillsboro Education Association (HEA) for the purpose of altering the past practice of moving members across the collectively negotiated salary schedule after multiple years on the maximum step of column I or II of the salary schedule.

After initial placement on the salary schedule, individuals shall move horizontally based on years of experience and education earned, subject to the provisions of Article 12.

In instances where an individual reaches the maximum step in Columns I or II, horizontal movement on the schedule will include additional steps to reflect the years of experience earned in the district after initial placement.

For example, if a member is on Column I, Step J and has been there for 7 years, when he/she moves to Column III or higher, he/she will be credited with 6 additional steps to reflect the 6 years of experience in HSD where no increment movement took place on Column I (subtracting the first year he/she landed on that step).

All contractual provisions not specifically modified in this Agreement shall remain in full force and effect for 2016-17

This agreement will be effective as of July 1, 2017.

Nothing in this Agreement is intended to modify the parties' statutory rights or obligations, nor is it intended to serve as precedent-setting or past practice in future situations.

For the District:

For the Association:

Kona Lew-Williams,

Chief Human Resource Officer

Jill Golay

HEA President

MEMORANDUM OF AGREEMENT Between Hillsboro Education Association And Hillsboro School District

2018-19 Winter Break Leave Agreement

This Memorandum of Agreement is hereby entered into by the Hillsboro School District ("District") and the Hillsboro Education Association for the purpose of establishing the leave parameters due to the date change of winter break on the 2018-19 school calendar. To that end, the parties agree to the following:

- The parties acknowledge that the winter break above was rescheduled. Any known impact to the contract has been considered by the parties and is thereby addressed in this document.
- 2. Licensed staff members who provide evidence that they had scheduled vacations during the week of December 17 through 21 prior to the Board taking action to adjust the 2018-19 winter break schedule will be allowed to take leave on those days as provided for in this Agreement. Extenuating circumstances will be considered on a case by case basis.
- 3. Licensed staff members who meet the criteria set forth in Section 2 may utilize their personal leave days from 2018-19 and may borrow ahead from 2019-20 for any dates for which they had a pre-scheduled vacation. After using 2 personal days, the member who qualifies under Section 2 above, and who has a pre-scheduled vacation between December 17 and 21 of more than two days, will have those additional days covered as emergency leave, up to a maximum of 3 days. If a member has an insufficient number of personal and/or emergency leave days to cover their absence, any uncovered days must be taken as sub deduct leave.
- 4. Prior to September 30, 2018 licensed staff must submit a leave request along with proof of travel plans finalized prior to March 13, 2018.
- 5. All contractual provisions not specifically modified in this Agreement shall remain in full force and effect for 2018-19.

For the Association:

6. This agreement is non-precedential, will not establish past practice, and represents a mutual agreement to address only the extraordinary circumstances of this school year. Nothing in this Agreement is intended to modify the parties' statutory rights or obligations, nor constitutes any admissions.

HEA President	O .
ember	6,2018
-	ember

For the District:

Memorandum of Understanding Between Hillsboro Education Association and Hillsboro School District

Internal Transfer Requests - Key Dates

The following Memorandum of Understanding is hereby entered into between the Hillsboro School District ("District") and the Hillsboro Education Association ("Association"). For the purpose of addressing the 2018 dates and deadlines related to internal transfers and posting of vacancies, the parties agree to the following for the term of this Memorandum of Understanding:

Members may submit a written transfer request for the following year to the Human Resources Department by March 1. The District shall consider transfer requests and notify members by May 1.

When a vacancy occurs after May 1 the District shall post such vacancies on the District website.

In the case of "hard to fill" positions, as defined in Article 12 Section G, the district is able to post vacancies before May 1 if:

- a) After the transfer request deadline of March 1, there are no internal transfer requests for the position, or
- b) Staff requesting to transfer into a "hard to fill" position have been fully considered and subsequently notified that they were denied the transfer before the posting.

This Memorandum of Understanding shall be in effect through the conclusion of the 2017-18 school year and is not intended to create past practice. All other provisions of the CBA remain in full force and effect for the duration of this Memorandum.

For the District:

For the Association:

Kona Lew-Williams,

Chief Human Resources Officer

Jill Golay,

HEA President