Hilliard City School District
BOARD OF EDUCATION WORK SESSION
September 28, 2026 – 6:30 pm
Administration Building
David Stewart – Superintendent

Agenda

1. President calls meeting to order. Time: ___________

2. President calls on Treasurer to take the roll.

   ROLL CALL: ARNOLD____, BYLER _____, CROWLEY ____, MOOG ____, PERRY ____.

3. Pledge to flag

4. State Report Card Update

5. Superintendent recommends, ___________ moves and ___________ seconds that the Board of Education adopt the agenda.

   ARNOLD____, BYLER _____, CROWLEY ____, MOOG ____, PERRY ____.

6. Superintendent recommends, ___________ moves and ___________ seconds that the Board of Education approve the following resolution:

GRIEVANCE RESOLUTION AGREEMENT

THIS GRIEVANCE RESOLUTION AGREEMENT ("Agreement") is entered into between the Hilliard City School District Board of Education ("Board") and the Hilliard Education Association ("Association").

WHEREAS, the Board and the Association are currently parties to a negotiated collective bargaining agreement with a term of July 1, 2025 to June 30, 2028 ("CBA");

WHEREAS, an Employee filed a grievance pursuant to the CBA against the Board on July 14, 2026, which has been identified as Grievance 2026-7-14 ("Grievance");

WHEREAS, the Board denies all claims of wrongdoing and states that it has acted lawfully and in compliance with all applicable laws and regulations and the CBA at all times;

WHEREAS, the Association is not agreeing that the grievance is not meritorious by entering into this Agreement; and

WHEREAS, the Board and the Association (collective, the "Parties") have engaged in discussions regarding the CBA language identified in the Grievance, and in order to avoid the time, expense, distraction, and acrimony of protracted litigation related to such language, it is now their intention to enter into a full, final, and complete settlement of all claims that could arise out of such language;

NOW, THEREFORE, in consideration of the promises and covenants set fo1th, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Board and Association Agreement on Definition of Years of Service Credit. The Board and the Association agree as follows:
   a. For all bargaining unit members hired with an effective start date before the first teacher work day of the 2022-2023 school year, for purposes of Articles 30 and 32 of the CBA, the definition of "years of teaching in chartered public and non-public schools" means that a bargaining unit member

must have taught in a chartered public or non-public school that contributed to STRS or another state retirement system.

b. For all bargaining unit members hired with an effective start date effective on or after the first teacher work day of the 2022-2023 school year and before September 23, 2026, "years of teaching in chartered public and non-public schools" shall not require that the school made contributions to STRS or another state retirement system, and the bargaining unit member's years of service credit will be adjusted and paid in accordance with Paragraph 3 below.

c. For all bargaining unit members hired on or after September 23, 2026, there shall not be a requirement that the chartered public or non-public school contributed to STRS or another state retirement system. The Board and Association agree that all other terms of Articles 30 and 32 continue to apply for purposes of salary placement.

2. <u>Board and Association Agreement on Payment to Bargaining Unit Members under Subparagraph l(a).</u>

   a. By October 30, 2026, the Association shall submit to the Executive Director of Human Resources written proof of years of experience teaching in chartered public and/or non-public schools for all current bargaining unit members hired with an effective start date before the first teacher work day of the 2022-2023 school year.

   b. The Executive Director of Human Resources shall review the HEA submission by December 4, 2026. Provided that the information submitted by the Association has been verified by the Executive Director of Human Resources and the bargaining unit member has worked at least 120 days in any given school year in a chartered public or non-public school in the United States of America, holding a valid Ohio teaching license/certificate during each year of teaching experience if taught in the State of Ohio, then the bargaining unit member will be eligible to receive a stipend consistent with Subparagraph 2(c) below.

   c. Bargaining unit members eligible for the stipend per Subparagraph 2(b) above will be eligible for a stipend up to a maximum of one thousand dollars ($1,000.00). The exact amount paid shall be determined based on the number of eligible bargaining unit members and subject to the limitation that the total dollar amount available for monetary compensation shall not exceed twenty thousand dollars ($20,000.00). If more than twenty (20) bargaining unit members are eligible, then the total dollar amount will be divided equally among eligible employees. The payment shall be made no later than January 15, 2027.

   d. Any bargaining unit member who is not identified by the Association per Subparagraph 2(a) above shall have no right to bring a grievance, request for arbitration, or unfair labor practice charge related to or arising out of the facts and/or circumstances related to their salary placement.

3. <u>Board and Association Agreement on Step Placement for Bargaining Unit Members Under Subparagraph l(b).</u>

   a. By October 30, 2026, the Association shall submit to the Executive Director of Human Resources written proof of years of experience teaching in chartered public and/or non-public schools for all current bargaining unit members hired with an effective start date on or after the first teacher work day of the 2022-2023 school year and before September 23, 2026.

   b. The Executive Director of Human Resources shall review the HEA submission by December 4, 2026. Provided that the information submitted by the Association has been verified by the Executive Director of Human Resources, effective Januaiy 1, 2027, the bargaining unit member will receive service credit for up to two (2) years of such service consistent with Paragraph l(b) above and all other terms of Articles 30 and 32, except three years of credit will be subtracted in all cases consistent with Article 30(C)(2) of the CBA.

   c. The following two examples are provided for illustration: (1) A bargaining unit member who began employment in the District with one year of public school experience and three years of experience at a chartered public or non-public school and was initially placed at Step 2 shall not receive any additional years of service credit. (2) A bargaining unit member who began employment in the District with ten years of service experience at a chattered public or non-public school and began in the District at Step 1 shall receive two (2) additional years of service credit effective January I, 2027.

   d. Any bargaining unit member who is not identified by the Association per Subparagraph 3(a) above shall have no right to bring a grievance, request for arbitration, or unfair labor practice charge related to or arising out of the facts and/or circumstances related to their salary placement.

4. Association Release and Waiver. The Association agrees to waive any right to file, and agrees not to file, any and all claims, causes of action, demands, complaints, charges, grievances, requests for arbitration, unfair labor practice charges, or lawsuits in any forum against the Board or its past or present employees or Board members, for any reason related to or mising out of the facts and/or circumstances related to this Agreement and the sala1y placement of bargaining unit members based on years of teaching in chattered public and non-public schools, including but not limited to all claims for back pay, money, or damages based on any bargaining unit members' placement on the salary schedule under both the CBA and Ohio law. However, nothing in this Agreement limits the right of the Association to file future grievances based on facts that may arise after the execution of this Agreement.

5. Enforceability of Agreement. The terms of this Agreement shall be enforceable under the provisions of Article 19 of the Parties' CBA.

6. No Admission of Liability. Nothing in this Agreement shall be construed as an admission of liability by the Board, which expressly denies any misconduct, wrongdoing, or liability.

7. Amendment. This Agreement may only be amended by way of a written document executed by both Patties.

8. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision.

9. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the language set forth herein. There are no undertakings, understandings, promises, or conditions concerning the language set fotth herein that are not set fotth in this Agreement. The Parties acknowledge that they have not relied upon representations or statements made by the other Party to this Agreement that are not specifically set forth herein.

I0. Acknowledgements. The Patties acknowledge that they are entering into this settlement and signing this Agreement voluntarily and of their own free will and that they had full and adequate opportunity to review the terms of this document with legal counsel prior tc executing the Agreement. The Parties acknowledge that they are fully aware of the legal and binding effect of this Agreement. The Parties further acknowledge that they fully and completely understand the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned Parties have read and understand the binding effect of this Agreement and specify that each person signing below has the proper and legal authority to be bound by its terms.

ARNOLD____, BYLER _____, CROWLEY ____, MOOG ____, PERRY ____.

7. Superintendent recommends, ___________ moves and ___________ seconds that the Board of Education approve the following resolution:

THIS GRIEVANCE AGREEMENT("Agreement") is entered into between the Hilliard City School District Board of Education ("Board"), Ashley Biedenharn ("Employee") and the Hilliard Education Association ("Association").

WHEREAS, the Board and the Association are currently parties to a negotiated collective bargaining agreement with a term of July 1, 2025 to June 30, 2028 ("CBA");

WHEREAS, the Employee filed a grievance pursuant to the CBA against the Board on July 14, 2026, which has been identified as Grievance 2026-7-14 ("Grievance");

WHEREAS, the Board denies all claims of wrongdoing and states that it has acted lawfully and in compliance with all applicable laws and regulations and the CBA at all times;

WHEREAS, the Association is not agreeing that the grievance is not meritorious by entering into this Agreement; and

WHEREAS, the Board, Employee, and the Association (collective, the "Parties") have engaged in discussions regarding resolution of the Grievance, and in order to avoid the time, expense, distraction, and acrimony of protracted litigation, it is now their intention to enter into a full, final, and complete settlement of all claims related to the Grievance;

NOW, THEREFORE, in consideration of the promises and covenants set forth, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Dismissal of Grievance. Employee hereby dismisses and withdraws the Grievance with prejudice upon the signing of this Agreement.

2. Employee's Placement on the Salary Schedule. Effective with the 2026-2027 school year, Employee will be placed on Step 7 of the Salary Schedule.

3. Employee and Association Release and Waiver Related to Grievance. Employee and the Association, collectively and individually, agree to waive any right to file, and agree not to file, any and all claims, causes of action, demands, complaints, charges, grievances, requests for arbitration, unfair labor practice charges, or lawsuits in any forum against the Board or its past or present employees or Board members, related to or arising out of the facts and/or circumstances related to the grievance and the salary placement issue that gave rise to this Agreement or the action to be taken pursuant to this Agreement, including but not limited to all claims by the Association and/or Employee, collectively or individually, of back pay, money, or damages based on Employee's prior placement on the salary schedule under both the CBA and Ohio law; however, the Employee does not release or waive any claim against the Board based on the Board's obligations under this Agreement or claims arising after the execution of this Agreement.

4. Confidentiality. The Employee shall not discuss or comment on this Agreement or its terms with anyone but her legal counsel and immediate family. If the Employee is asked about her grievance, she will respond, "the matter has been resolved."

5. Non-Precedent Setting. The Board and Association agree that this Agreement shall not set precedent for future action with respect to any other employee and shall not form the basis of any precedent or past practice under the CBA. The Patties also·agree that this Agreement shall not be admissible in any forum, arbitration, administrative or judicial proceeding, except one to enforce its terms.

6. No Admission of Liability. Nothing in this Agreement shall be construed as an admission of liability by the Board, which expressly denies any misconduct, wrongdoing, or liability.

7. Amendment. This Agreement may only be amended by way of a written document executed by both Parties.

8. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision.

9. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the language set forth herein. There are no undertakings, understandings, promises, or conditions concerning the language set forth herein that are not set forth in this Agreement. The Parties acknowledge that they have not relied upon representations or statements made by the other Parties to this Agreement that are not specifically set fo1th herein.

10. Acknowledgements. The Parties acknowledge that they are entering into this settlement and signing this Agreement voluntarily and of their own free will and that they had full and adequate opportunity to review the terms of this

document with legal counsel prior to executing the Agreement. The Parties acknowledge that they are fully aware of the legal and binding effect of this Agreement. The Parties further acknowledge that they fully and completely understand the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned Parties have read and understand the binding effect of this Agreement and specify that each person signing below has the proper and legal authority to be bound by its terms.

ARNOLD____, BYLER _____, CROWLEY ____, MOOG ____, PERRY ____.

8. Policies submitted for a second reading

a) DJH – Credit Cards
b) DJH-R – Credit Cards ***(new regulation)***
c) DJI – Purchasing Cards ***(new policy)***
d) DJI-R – Purchasing Cards ***(new regulation)***
e) JED – Student Absences and Excuses
f) JEDA - Truancy
g) JHCD – Administering Medicines to Students
h) JHCD-R – Administering Medicines to Students

9. Discussion: New 6th grade building name

10. _______________ moves and _____________ seconds that the Board of Education meeting is hereby adjourned.
Time: _________

ARNOLD____, BYLER _____, CROWLEY ____, MOOG ____, PERRY ____.