

# AGREEMENT

BETWEEN THE

HUBBARD EDUCATION ASSOCIATION

AND

HUBBARD EXEMPTED VILLAGE  
SCHOOL DISTRICT  
BOARD OF EDUCATION

July 1, 2014 – June 30, 2017

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## OPERATING AGREEMENT

This Agreement dated July 1, 2014, is by and between the Board of Education of the Hubbard Exempted Village School District, Hubbard, Ohio (hereinafter referred to as the "Board"), and the Hubbard Education Association (hereinafter referred to as the "Association").

### **ARTICLE I. PURPOSE AND INTENT OF THE PARTIES**

The purpose of the Board and the Association in entering into this agreement is to set forth their agreement on wages, hours, terms and other conditions of employment.

### **ARTICLE II. SCOPE OF AGREEMENT**

A. The Board recognizes the Hubbard Education Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all of the Employees. This recognition constitutes an agreement between the Board and the Association to attempt to reach a mutually satisfactory Agreement regarding the wages, hours, terms and conditions of employment for Association members.

B. The term "Employee" as used in this agreement shall include all professional certificated/licensed personnel employed by the Board exclusive of casual, day-to-day substitute teachers, hourly "as needed" tutors (e.g., Fill-in-the-Gap, Intervention, ESL, and Enrichment tutors) and administrative/supervisory personnel.

C. Definitions

CEU: Continuing Education Unit. One CEU equals ten (10) contact hours. (See PDU.)

Day: Calendar day unless otherwise specified.

Employee: Any professional certificated/licensed personnel in the bargaining unit as defined in Article II Section B of this Agreement (also known as a Bargaining Unit Member).

Resident Educator: A term used to identify teachers who are employed under a resident educator license.

Resident Educator Program: The four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance.

Successful completion of the residency program is required to advance to a five-year professional educator license.

Full-time Employee: An Employee who is regularly scheduled to work at least 35-5/6 hours per week.

Hubbard Professional Development Committee (HPDC): Committee to approve courses, CEU's/PDU's for certificate/license renewal.

Long Term Substitute: A substitute teacher placed in the same assignment for more than sixty (60) consecutive days.

New Teacher or Teacher New to the District: This is an employee who has a certificate or a license and is not part of the state's resident educator program, but is new to the Hubbard Schools, whether the person taught elsewhere or not.

Part-time Employee: An Employee who is regularly scheduled to work less than 35-5/6 hours per week.

Individual Professional Development Plan (IPDP): Teacher's individual plan for professional development, to be approved through the HPDC.

Professional Development Units (PDU): Professional development units approved by the HPDC. Each unit equals ten (10) contact hours (See CEU).

Tutor: A certified/licensed employee employed on an hourly as-needed basis, who is employed for a period of time not to exceed ninety (90) days in a contract year (See Article XXXI Section A).

Work Day: A day on which an Employee is scheduled to report for work.

### **ARTICLE III. MANAGEMENT**

The Board retains the exclusive right, by and through its designated Supervisors, to manage the business, educational and other programs, and the schools of the Hubbard Exempted Village School District, and to direct the Employees. This exclusive right to manage the business, educational and other programs, and the schools, and to direct the Employees includes the right to hire, suspend or discipline Employees and/or students for proper cause; to assign Employees as the Board determines proper; to transfer Employees as the Board determines; to determine methods and programs to be used and the establishment of all school schedules, methods, processes and other factors concerning the children in the school system.

## ARTICLE IV. NEGOTIATIONS PROCEDURE

### A. Negotiating Teams

The Board or designated representative of the Board will meet with representatives designated by the Association for the purpose of determining wages, hours, terms and other conditions of employment.

1. All negotiations shall be conducted exclusively between said teams, not to exceed five (5) members each. Each party may call upon one (1) consultant to assist in negotiations. The expense of such consultants shall be borne by the party requesting them.
2. The chairperson of each team may designate a spokesperson for the team; however, discussion may be opened up to any or all members of both teams and their consultants if mutually agreed to by each chairperson.

### B. Submission of Issues

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such requests.

1. Such requests for regular negotiations on the Operating Agreement shall not be made before February 15 of the year in which the contract is terminating.
2. All issues proposed for discussion shall be submitted in writing by the Association and by the representatives of the Board to each other at this first meeting to formulate the agenda. No issues shall be added to the agenda by either party following the first meeting unless mutually agreed upon by both parties.
3. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by both parties.
4. Negotiations shall be completed within ninety (90) calendar days of the first negotiating meeting as established in B. above, unless there is a mutually agreed upon extension.

### C. Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of



affecting a free exchange of facts, opinions and proposals in an effort to reach mutual understanding and agreement.

1. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Both parties agree to react to each other's proposals, giving reasons if a proposal is unacceptable.
2. Following the initial meetings as described in Section B above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s).
3. Each meeting is expected to last at least three hours unless mutually agreed otherwise and shall be held at a mutually agreeable date and time.

D. Caucus

Upon request of either party, meetings shall be recessed to permit the requesting party a period of time to caucus. Such caucus shall not exceed thirty (30) minutes unless extended time is mutually agreed upon. If the caucus lasts longer than thirty (30) minutes the other party will be informed as to how long the caucus is expected to last. Neither party shall intentionally abuse its ability to caucus.

E. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

F. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed Agreement shall be reduced to writing as a tentative Agreement and submitted to the Association and the Board for approval.

1. Following approval by the Association and the Board, the Board shall by resolution adopt the Agreement as its official policy.
2. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

G. Alternative Dispute Resolution Procedure - Mediation

In the event that agreement is not reached in thirty-five (35) days from the first bargaining session or at the expiration of the collective bargaining agreement, whichever comes first, on a matter or matters being negotiated, either party may declare impasse and request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. If the parties are unable to reach an agreement after a mediation period of twenty (20) work days, the mutually agreed Alternative Dispute resolution shall be exhausted.

The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the dispute procedure contained in Section 4117.14, Ohio Revised Code.

## **ARTICLE V. GRIEVANCE PROCEDURE**

A. Purpose

In the interest of effective personnel management, a procedure is necessary whereby its Employees can be assured of a prompt, impartial and fair hearing on their alleged grievances. Should differences arise between the administrative officers representing the Board and the Association as to the alleged grievances, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner so long as such procedures are not contrary to the duties and responsibilities of the Board under the laws of the State of Ohio.

B. Definitions

1. "Association" shall mean the Hubbard Education Association.
2. "Board" shall mean the Hubbard Board of Education.
3. "Administrator" shall mean the Superintendent, Administrative Assistant, Building Principal and Assistant Principal.
4. "Work Days" shall mean teacher work days, as defined in Article II Section C.
5. "Grievance" shall mean a complaint by an Employee(s) or the Association alleging that there has been a violation, misinterpretation, misapplication of the terms of this Master Contract.
6. "Grievant" shall mean an Employee(s), a group of employees, or the Association alleging that some violation, misinterpretation or misapplication of the aforementioned Agreement has actually occurred. A

grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting more than one similarly situated members of said group. The Association President and/or building representative may sign the grievance form.

C. Representation

An Association representative shall have the right to participate in and attend all meetings throughout all steps of the grievance procedure.

D. Time Limits

1. If the Grievant and/or his representative fail to meet any of the time limits specified in the grievance procedure, the grievance shall be considered waived, and all further considerations shall be forfeited.
2. If the Administrators, Board and/or their designees fail to meet any of the time limits specified in the grievance procedure, the Grievant shall be entitled to proceed to the next level.
3. Conferences required by this procedure will be scheduled at such times as will cause no disruption to the normal operation of the schools and at a time when all parties are able to attend. This may result in the extension of timelines.

E. Grievance Procedure

1. Informal Procedure

Before submission of a formal grievance, the Grievant must attempt to resolve the complaint informally by meeting to discuss the matter with the lowest level Administrator who has the authority to resolve the grievance. An informal meeting shall be scheduled within five (5) work days of the request to meet. At such meeting, the Grievant shall inform the Administrator that he/she is pursuing the informal stage of the grievance procedure.

2. Formal Procedure

a. Step 1 – Administrator

If the matter is not resolved to the Grievant's satisfaction in the informal discussion with the Administrator, the Grievant may complete Grievance Form 1. This form shall be presented to the appropriate Administrator no later than fifteen (15) work days after the occurrence of the events or conditions on which the grievance is based, or the grievance shall be deemed to be waived. On

Grievance Form 1, the Grievant shall cite the Articles of the Agreement which have allegedly been violated, misinterpreted and/or misapplied; clearly identify the facts upon which the grievance is based; and state the precise remedy requested. A meeting between the appropriate Administrator, the Grievant and the Association shall be held within five (5) work days after this grievance has been submitted in writing and received by the appropriate Administrator. The decision of the Administrator therein shall be rendered no later than ten (10) work days from the date of said meeting.

b. Step 2 – Superintendent

If the grievance is not satisfactorily resolved in Step 1, the Grievant shall complete Grievance Form 2 and submit same to the Superintendent within five (5) work days of the receipt of its disposition at Step 1 level. Within ten (10) work days of receipt of the grievance form, the Superintendent shall meet with the Grievant and the Association. Within five (5) work days of the meeting, the Superintendent will write his/her decision and forward a copy to the Grievant and the Association President. If the appropriate Administrator in Step 1 is the Superintendent, Step 2 will be omitted and Grievant will proceed to Step 3.

c. Step 3 – Board of Education

If the grievance is not satisfactorily resolved in Step 2, the Grievant may present the grievance to the Board of Education or may waive this step and move immediately to Step 4, Arbitration. The Grievant will complete Grievance Form 3, and submit same to the President of the Board (via the Treasurer's Office) within five (5) work days of the receipt of the Superintendent's decision. If the Grievant chooses to present to the Board, then within twenty-one (21) days from receipt of Grievance Form 3 or at its next regularly scheduled meeting, the Board, the Superintendent, the Grievant and Association representatives will meet in executive session and discuss the issue(s). The Board will give its decision within five (5) work days in writing to the Grievant and the Association President.

d. Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step 2 or Step 3 of the Formal Procedure, the Association shall have the exclusive right to decide if a grievance should or should not have a hearing before an arbitrator. The Association's request for arbitration shall be made within twenty (20) work days following the receipt of the

disposition of the grievance from the Superintendent at Step 2 or no later than five (5) work days following the receipt of the disposition of the grievance by the Board of Education in Step 3. The Grievant's request for arbitration shall be submitted to the American Arbitration Association (AAA) which shall provide the parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA. Both parties may request an additional list at any point during the selection process.

- i. Once the arbitrator has been selected, he/she shall conduct the necessary hearing in accordance with the rules and regulations of the AAA. The hearing to be conducted by the Arbitrator shall be in private session with no news releases permitted during the progress of the hearing.
- ii. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Contract, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determinations.
- iii. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations which have the force and effect of law. If raised by the Board, the arbitrator must first decide the issue of arbitrability before he/she can consider the merits of the grievance and shall issue a bench decision. If it is determined that the grievance is arbitrable, the merits shall then be heard by the arbitrator.
- iv. A decision on the grievance will be issued within thirty (30) days of the hearing, unless mutually agreed upon by the parties and the Arbitrator. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision shall be final and binding on the Board and the Association.

- v. The costs for arbitration shall be paid by the non-prevailing party as determined by the arbitrator. If neither party is determined to have fully prevailed in the arbitration, the arbitrator will apportion the costs of arbitration which consist of any fees, including the filing fee, and costs as set forth in the final bill of AAA and/or the arbitrator, fee for the court reporter if used, and any site costs (i.e. room charges, if any).
- vi. There shall be no loss of pay or fringe benefits to the Grievant(s), the Association President, or any other bargaining unit member called to testify at the hearing.

## **ARTICLE VI. WORKING CONDITIONS**

- A. The school day shall not exceed seven (7) hours and fifteen (15) minutes of consecutive time and shall include a scheduled thirty (30) minute, duty free, uninterrupted lunch period. The student day shall not start until ten (10) minutes, at minimum, after the beginning of the teacher day. The teacher day shall not end until ten (10) minutes, at minimum, after the student day. The Elementary student day shall not start until twenty (20) minutes after the teacher day and the teacher day shall not end, at minimum, until ten (10) minutes after the student day.

Teachers shall be available for meetings and for duty assignment within the teacher day on a rotating basis for one (1) week intervals for the purpose of supervising students as determined by the building principal. Teachers assigned to more than one building will not have assigned duties in more than one building. At all three buildings, duty assignments shall not exceed eight (8) teachers per week. After signing out in the office, employees will be free to leave the buildings during their lunch period. No Employee shall be required to attend or perform any other work activity outside the school day with the following exceptions:

1. An Employee may be required to attend a maximum of nine (9) meetings per school year called by the administration. Said faculty meetings shall begin at the end of the teacher day and shall last no longer than one (1) hour beyond the teacher work day.
2. An Employee shall attend one open house per year, not to exceed two (2) hours, scheduled by the administration, outside the school day. The date(s) of the open house(s) will be established at the time of Board adoption of the yearly calendar. An Employee assigned to more than one (1) building will be required to attend only one (1) open house per year with the location to be decided by the administration.

3. An Employee may be required to attend those functions, after school hours, that involve student programs he/she has agreed to prepare for as a part of his/her teaching area or that are part of the usual activities of the curriculum.

B. Class Size

The administration and the Board agree that pupil/teacher ratio and class load are an important aspect of any effective educational program. The administration will establish limits for classes during the school year to attain pupil/teacher ratios which will afford an effective educational program.

1. Any staff member who exceeds the average of 150 students in a day will be provided a clerical day within the building at the end of the semester. The student count will occur at the end of the first nine weeks and the third nine weeks. This excludes special areas.

C. Conference and Planning Periods

Each Employee shall receive no less than one (1) conference and planning period per student day of not less than thirty (30) consecutive nor more than fifty (50) consecutive minutes, totaling a minimum of two hundred (200) minutes per week. Each Employee will make himself/herself available during his/her planning and conference period to students and/or parents who have requested to meet privately with him/her. Such a meeting will be arranged as soon as possible after the request is made. An Employee must inform the building office if he/she intends to leave the school premises during his/her planning and conference period and must sign out on the official form in the office providing information of the employee's destination.

1. When special activities are scheduled that take place during a teacher's conference and planning period, a reasonable effort will be made by the Building Principal to reschedule such period at another time. In order to provide for the proper supervision of students, it is understood and agreed that in some situations a teacher will not have the benefit of such a period.

- D. Every Employee will have a working computer, active computer account, access card, desk, cupboard, filing cabinet, or other storage cabinet which locks, and a key to the classroom.

- E. The school year shall consist of one hundred eighty-two (182) teacher days. Of those 182 days, one full day and ½ day shall occur at the beginning of the school year and be designated as teacher in-service days. The time on the full day shall be utilized at the discretion of the administration (meetings, etc.) and the time of the ½ day shall be utilized at the discretion of the teacher (work in their rooms,

etc.) One ½ day shall occur at the end of the school year. The school calendar will include NEOEA Day as an Employee non-contract day.

1. Employees shall attend two (2) parent/teacher conferences, which shall be included in the school calendar, one each semester, as scheduled by the Board and at specific times designated by each building principal, to be held within periods of time not to exceed a total of six (6) hours, inclusive of a thirty (30) minute lunch period to be scheduled midway through the conferences. Buildings may have parent-teacher conferences on separate days within the week. Bargaining unit members shall have a compensatory day (e.g.-Friday) in the same week that the scheduled parent/teacher conferences are held. No other meetings (i.e. faculty meetings) shall be scheduled during the week in which conferences occur.
2. During the 2014-15 contract year, the parties will meet to discuss possible modifications to the parent/teacher conference process, including the option of substituting individual teacher and parent contact and/or conferences for the second parent/teacher conference.

F. Board employed teachers who do not reside in the Hubbard Exempted Village School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if a teacher's child(ren) are determined not to be eligible for attendance through the Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or are denied attendance by operation of the Policy may the child(ren) still attend school in the District without paying tuition by operation of this provision (i.e., the Board shall waive his/her/their tuition based on the conditions set forth below). Tuition for pre-school students is specifically excluded from the provisions of this Article.

1. In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:
  - a. The teacher must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the Hubbard Schools the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.
  - b. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.
  - c. The Board agrees to waive the July 1<sup>st</sup> notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.



The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility or hire an additional staff person.

In addition, the Board will permit the children of teachers residing in Pennsylvania who maintained enrollment in the District throughout the 2004-2005 school year to continue tuition free attendance at HEVSD, provided that such attendance is continuous, i.e., any break in enrollment will result in a tuition obligation upon subsequent re-enrollment.

G. Medical Procedures

1. Dispensing Medication

Except for the school nurses and in the absence of emergency circumstances, Bargaining Unit Members shall not be required to be custodians of medication, nor to dispense medication to students.

2. Medical Procedures

Except for the school nurses and in the absence of emergency circumstances, Bargaining Unit Members shall not be required to administer medical procedures on students.

H. Students with Special Needs

Each teacher with responsibility for the education of a student on an IEP or 504 Accommodation Plan shall receive notice of the students who have an IEP and/or Accommodation Plan as soon as possible, but in no event later than ten (10) work days following the student's assignment to the teacher's class. All teachers shall have electronic access to and are expected to review their students' IEP or 504 Accommodation Plan.

The composition of the IEP team shall be in accordance with law. However, employees whose duties would be impacted by an IEP shall be provided the opportunity to contribute to the development of the IEP.

The Board shall provide supplementary aids and services, as determined by the IEP, necessary to provide for the appropriate instruction of students with disabilities in the regular education environment.

I. Part Time Employees

1. Teachers employed in the District to teach for less than a school day will be paid as follows:
  - a. For one (1) period – 0.111 of the appropriate placement on the salary schedule.
  - b. For two (2) periods – 0.222 of the appropriate placement on the salary schedule.
  - c. For three (3) periods – 0.50 of the appropriate placement on the salary schedule and a half period of conference and planning.

**ARTICLE VII. LEAVES**

A. Sick Leave

1. All Employees shall be entitled to sick leave in accordance with the provisions of the Ohio Revised Code. Fraudulent use of sick leave and/or falsification of the grounds for the use of sick leave shall be grounds for disciplinary action up to and including termination; reference ORC 3319.141. Sick leave may accumulate to an unlimited amount. Each member of the bargaining unit shall be advanced five (5) days of sick leave per school year if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member of the bargaining unit shall be granted advancement only after indebtedness of any previous advancement has been repaid. Any advanced sick days shall be deducted from future accumulations or deducted from the employee's final check if the employee is no longer with the Hubbard Schools and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements.
2. Sick leave may be used for absence due to personal illness or injury, quarantine, and serious illness or death in the immediate family. "Immediate family" is interpreted to include spouse, father, mother, child, brother, sister, parents-in-law, stepparent, stepchild, grandparents, grandchildren and persons for whom the Employee is the sole provider as determined by the fact that the individual is claimed as a dependent on the Federal Income Tax by the Employee. The burden of proof for establishing this relationship is on the Employee.
3. In addition to the above, sick leave shall be granted to attend the funeral of a member of the immediate family as defined above, as well as a daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece, nephew, first cousin, aunt, or uncle of employee or spouse.

4. Recognizing that the expenses incurred through the use of substitute teachers divert funds which could be used for other facets of the instructional program, each Employee agrees to help reduce any possible abuse of sick leave. Each Employee agrees to maintain the best possible attendance record while allowing for good physical and mental health. When an employee is aware of a scheduled medical procedure that will require an extended absence, the employee will notify the building administrator in a timely fashion so that the most qualified substitute may be found.
  - a. Each full time bargaining member who has perfect attendance for an academic semester (not using any Sick Leave or Personal Leave) shall be paid a bonus of two hundred dollars (\$200) at the end of each semester. Members may be eligible to receive the bonus for each semester. Only regular full-time members who complete a full school year shall be eligible for the bonus provided in this section. Employees using FMLA Leave are not eligible for the Perfect Attendance Incentive.

B. Sick Leave Bank

Sick Leave Bank, hereinafter referred to as "Bank," shall be established for Hubbard Education Association personnel and other certified non-union personnel. Participation in the Bank shall be voluntary. The Bank shall remain in existence provided that seventy percent (70%) of the bargaining unit members volunteer to participate, and shall be governed by the following procedures:

1. Any Employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank, and must do so by September 15 of each year.
2. A participating Employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating Employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than twenty (20). Sick leave days shall not be returned to the Employee except as provided hereinafter for the Employee's personal illness, accident or injury.
3. A Sick Leave Bank Committee shall be appointed by the Association to approve or disapprove all requests for withdrawal from the Bank within the following limitations:
  - a. A withdrawal may be approved only upon the depletion of the respective Employee's accumulated sick leave and personal leave.

- b. The maximum withdrawal for any Employee shall be fifty (50) days. Employee requests must be made in five (5) day increments. There is a maximum of fifty (50) days over the lifetime of the employee's employment.
  - c. Withdrawals shall be in full day units.
  - d. All applications for withdrawal shall be in writing, shall be verified by the Committee and considered in accordance with the provisions of this Article, and may be submitted on behalf of an Employee by another person when necessary. Retired employees re-employed by the District are not eligible.
  - e. The Association affirms that Bank leave is only to be granted in severe cases and not, for instance, for routine maternity leave, etc. The Association affirms that such leave is discussed and voted on by the Executive Board members.
- 4. There shall be no requirement for an Employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating Employees.
  - 5. A participating Employee who does not elect to continue participation in the Bank by September 15 shall not be credited with or be eligible to withdraw any sick leave already contributed to the Bank
  - 6. The Committee shall meet biannually with appropriate Board administrators to establish procedures for the recording, reporting and accounting of Bank transactions and for other purposes as the Committee or administrators deem necessary.
  - 7. Applications to participate in or to make a withdrawal from the Bank may be obtained from the Association.
  - 8. The Association and the Board shall, by mutual consent, establish any other procedures necessary for the proper implementation of the Bank.

C. Personal Leave

Each Employee shall be entitled to three (3) days of unrestricted personal leave. Unrestricted means no reason is necessary. The Superintendent/Designee may limit use of personal leave to 6% of the staff for any one day. Prior written application (at least 3 days) shall be required. Personal Leave taken in case of emergency (i.e., circumstances which require an employee's immediate attention and which were not known and could not have been known about at least 24 hours in advance) shall not be subject to the above limitations. Personal leave

shall not be available in the first week or last two weeks of the school year, except in cases of emergency or with prior approval at least three (3) full school days prior to the day of requested personal leave. Use may be limited to 4% of the staff during the last 2 weeks of school. Exceptions to the general rules for the use of personal leave may be granted in the sole discretion of the Superintendent, which decisions shall not serve as precedent in a subsequent request, nor shall any denial be subject to the grievance procedure.

1. Personal days are noncumulative as personal days.
2. These days shall not be granted for the employee work day occurring prior to or the employee work day following a holiday or vacation period as listed on the official school calendar, or on any in-service or parent conference days except in case of an emergency as determined by the Superintendent.
3. Personal days are granted by approval of the Superintendent upon written application received in advance, except in emergency cases.
4. The request does not need to be signed by the Building Principal but each request shall be date stamped with the time of submittal and initialed by the Building Principal or secretary as to time received. The request shall be granted in order of submission.
5. As an incentive to reduce the use of personal leave, the following will be applicable to bargaining unit members: each day of unused personal leave at the end of the school year will be added as an additional day of sick leave to the employee's sick leave accumulation or may select to be remunerated at the rate of \$100 per unused personal day. Bargaining unit members must fill out the Personal Leave Day Option Form (Appendix H) and submit it as part of their end of the year checkout process. Failure to submit this form at this time will result in an automatic rollover of the employee's unused personal leave into sick leave.

D. Conference/Workshop Leave

The Board shall pay, within the limits of appropriations, the reasonable expenses (registration fees, meals, lodging, and/or transportation) incurred by Employees who attend workshops, seminars, conferences, or other professional improvement sessions at the recommendation of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating. Reimbursement for said expenses shall be contingent upon the Employee providing the Superintendent with a written summary of the workshop, seminar, conference or other professional improvement session. In addition, Employees may be asked to provide oral presentations to staff members concerning the information covered at the workshop, seminar, conference or

other professional improvement session, provided such presentations are made during the teacher work day.

E. Educational Leave

Members of the professional staff who have served Hubbard for five (5) years may, upon recommendation of the Superintendent and with the approval of the Board, be granted an educational leave-of-absence for the purpose of upgrading certification or obtaining an advanced degree upon the following conditions:

1. Applicants must file with the Superintendent a statement of the definite purpose for which such leave-of-absence is desired. In case of leave for study, this statement must include the name of the institution at which the individual is to study and the nature of courses to be pursued.
2. Applicants must file with the Board a written agreement to remain in the service of the Board for one year after the expiration of such leave.
3. An educational leave may be granted for one semester or one full school year.
4. Upon return, the Employee shall be restored to his/her former position or to a position of like nature and status.
5. At any time, not more than 2% of the total number of Employees regularly employed shall be on educational leave. In case the number of applications shall exceed 2%, selection shall be made by the Superintendent.
6. Applications for such leaves-of-absence must be submitted on or before April 15 for the first semester and October 15 for the second semester in order to assure adequate time for consideration of alternatives for filling the temporary vacancy created by such leave.
7. When such leave is granted, it shall be without pay or fringe benefits.

F. Professional Organization Leave

1. Official delegates to state and national professional educational organization conventions will be permitted reasonable time off with pay. Request for such leave must be submitted through the Building Principal at least two (2) weeks prior to departure.
2. Employees may attend regional and/or district professional educational organization meetings when school is officially dismissed for such meetings.

G. Jury Duty Leave

Employees shall be allowed to serve on juries during the regular school year when called and there shall be no financial penalty attached to such service in any way. Such days shall not be deducted from the accumulated sick leave, personal leave, or emergency leave days.

H. Expectancy Leave

1. The length of time a pregnant Employee may continue in her assignment shall be determined by the teacher and her physician. It is expected that as long as she shall teach, the pregnant Employee shall perform all duties and responsibilities of her position.
2. The Employee may use her accumulated sick leave during her period of pregnancy, which shall not exceed six (6) calendar weeks following delivery unless certified in writing by the Employee's physician. Any paid leave shall run concurrently with leave under the Family Medical Leave Act. For the purpose of this Article, parental leave shall collectively refer to physical disability caused or contributed to by pregnancy, childbirth and recovery therefrom.

If the Employee exhausts her accrued sick time during the six (6) weeks, the Employee must qualify under the FMLA to have the balance of the unpaid leave approved.

Employees only receive six (6) calendar weeks of Expectancy Leave regardless of whether they are using accrued sick time running concurrently with FMLA leave, or using only an unpaid FMLA leave. At the end of the six (6) weeks, the Employee must either return to work, request additional time off based on medical necessity (doctor's certification required), or, if qualified under FMLA, the Employee may request an additional six (6) weeks unpaid FMLA.

3. Parental Leave

Parental leave will be a leave-of-absence without pay and fringe benefits.

- a. An Employee desiring a parental leave shall notify the Superintendent of the beginning and ending dates. The parental leave shall be granted. In no case shall the combined disability/parental leave exceed two (2) years.
- b. An Employee may request a return to work earlier than expected should an emergency in the Employee's family necessitate the

Employee's return to work, or where the Employee is no longer disabled before the expiration of the leave.

- c. Upon return to full employment, the Employee shall be assigned to the same or a substantially equivalent position for which he/she is certified/licensed.

#### 4. Adoptive Leave

Any Employee who adopts a child under the age of six (6) shall be eligible for parental leave.

#### I. Assault Leave

1. When a physical assault occurs on an Employee, the Employee has the right to defend himself/herself and/or obtain assistance.
2. An Employee who is required to be absent due to physical disability resulting from an unprovoked assault which occurs in the course of Board employment while on duty on school grounds during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board and/or its designee, such leave may be granted for not more than forty five (45) days upon the Employee's delivering to the Treasurer a signed statement on forms prescribed by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the Employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the Employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
3. Full payment for assault leave, less workers' compensation and/or unemployment compensation, shall not exceed the Employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Article 3319.16.
4. Where the Employee exhausts the assault leave, he/she may use sick leave.
5. Where the assaulted Employee becomes eligible for benefits under the State Teachers Retirement System because of any disability, or because



of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

J. Family Medical Leave Act (FMLA) Leave

1. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible bargaining unit member is entitled to up to twelve (12) weeks of FMLA leave in any 12 month period. A bargaining unit member is permitted to take this leave for the following reasons:
  - a. The birth of a child, and to care for the newborn child within one (1) year of birth;
  - b. The placement of a child with the member by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;
  - c. The member is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and
  - d. Member's serious health condition prevents him/her from performing the functions of his/her job.
  - e. Any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.
2. Definitions:
  - a. Eligible Bargaining Unit Member/Employee: A person who has been employed for at least twelve (12) months by the Board, and performed at least 1,250 hours of service for the Board over the twelve month period preceding the commencement of the leave. All full-time teachers are deemed to meet the 1,250 hour test.
  - b. Twelve Month Period: The 12 month period measured forward from the date a member's first FMLA leave begins. A member would be entitled to twelve weeks of leave during the 12 month period beginning on the first date FMLA leave is taken. The next 12 month period would begin the first time FMLA leave is taken after completion of any previous 12 month period.

3. Paid Leave:
  - a. A bargaining unit member must run concurrently with his/her FMLA leave any of his/her accrued sick leave for leave provided under the reasons in VII.J.1, or any other reason provided for under the FMLA for any part of the 12-week period of such family leave.
  - b. If the bargaining unit member has not accrued adequate sick leave to encompass the entire 12 week period of FMLA leave taken under this Article, the additional weeks of leave necessary to attain the 12 workweeks of leave will be taken without compensation or, at the employee's option, paid personal leave may be substituted for any portion of unpaid leave.
4. An employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.
5. The Board of Education shall comply with and implement the terms and conditions of the Family & Medical Leave Act pursuant to adopted Board policy and the final implementing regulations of the FMLA.

K. Unpaid Leave

1. In accordance with Ohio Revised Code Section 3319.13, a leave of absence without pay or fringe benefits for up to two (2) years may, upon the approval of the Board, be granted to any teacher and shall be granted where illness or other disability is the reason for the request. A request for such leave of absence will be submitted in writing, will state the reason for said leave and will state the anticipated expiration date of the requested leave. If said leave is requested as a result of illness or other disability, said request will be accompanied by a written statement from the member's physician substantiating that an illness or disability exists.
2. Return from Unpaid Leave(s)

No employee granted an unpaid leave of absence shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. If an employee on a leave of absence wishes to return to active duty at the beginning of the next school year but prior to the end of the leave, such teacher shall advise the Superintendent in writing on or before July 10 and the Superintendent shall approve such return to duty.
3. Upon return from such leave, the teacher will not lose any seniority he/she had prior to the leave of absence, but will not accumulate additional seniority during the period of unpaid leave.

4. Upon return from such leave, the teacher will resume the same contract status.
5. Upon return from such leave, the teacher will be placed into a position for which he/she is certified.
6. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

L. Supplemental Unpaid Leaves of Absence

1. The Board may grant a supplemental leave of absence to any member of the bargaining unit that has accepted a supplemental contract that school year and cannot meet his/her obligation. The Board shall consider that individual when filling the supplemental vacancy the following school year.
2. If the employee has a multi-year supplemental contract, the supplemental leave of absence shall be for one (1) year only.

M. Employee Option to Continue Benefits on Unpaid Leave

An employee on unpaid leave, such as education leave or parental leave, shall have the option to purchase hospitalization, dental and/or life insurance at the appropriate group rate.

## **ARTICLE VIII. VACANCIES**

A. Definition of Vacancy

A vacancy occurs when the Board determines to fill the position of a member who leaves his/her position for any of the following reasons:

- Death of a bargaining unit member.
- Retirement of a bargaining unit member.
- Resignation of a bargaining unit member.
- Termination of a bargaining unit member's contract.
- Non-renewal of a bargaining unit member's contract.
- Creation or restoration of a bargaining unit position.
- Transfer or promotion of a bargaining unit member.

Those positions subject to the above definition that are vacated after the first student day of the school year will be filled by a long term substitute teacher for the

remainder of the school year and the position will be permanently filled the following school year. Position vacancies shall be posted.

- B. All vacancies shall be posted for seven (7) days by means of notification through District email and posting on the District Website.
  - 1. Administrative and supervisory vacancies, other than superintendent and/or treasurer, shall be posted in the same manner.
  - 2. All postings shall include: job description, job qualifications and educational background needed.
- C. Consistent with Article XVI, Reduction in Force, before any posting, vacancies shall first be filled by qualified teachers on the RIF list who are certified/licensed for the position. If no teachers remain on the RIF list who are certified for the vacancy, before any posting, the Board will first consider the qualifications of any interested part-time teacher or long-term substitute who is certified/licensed for the position before considering other candidates.
- D. A request to transfer to another teaching position must be made in writing to the current building principal if a vacancy occurs in the desired position. The administration will consider all such requests for transfer or change in assignment.
- E. All qualified applicants from within the system will be given careful consideration and an interview prior to any outside applicants being considered. All appointments to the aforesaid vacancies and openings shall be made without regard to race, creed, nationality, sex or marital status.
- F. Long-Term Substitutes
  - 1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment and shall work their 1<sup>st</sup> through 60<sup>th</sup> day at the substitute rate.
  - 2. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XV, Fair Dismissal Policy, nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.
  - 3. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half (3 ½) hour per day) in any one school year.

4. Neither the provisions of Article XVI – Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes or to permanent substitutes.
5. The provisions of Section 3319.11, Ohio Revised Code shall not apply to long-term substitutes.
6. Beginning with the 61<sup>st</sup> day of employment, a long-term substitute shall be placed on Step 0 of the appropriate educational column of the salary schedule. The employment of a long-term substitute shall not be disrupted so as to cause a disqualification of this movement to the salary schedule.
7. Long-term substitutes who are subsequently re-employed as long-term substitutes by the District will be placed at Step 1 of the salary schedule after 60 days of employment. Long-term substitutes who are subsequently re-employed under a regular teaching contract will be placed on the salary schedule consistent with Article XXII Section E.

G. Employment of Retired Teachers with Prior Service Credit in the Hubbard Exempted Village School District

The parties agree to abide by the following terms and conditions relating to the re-employment of a Hubbard teacher following such teachers' service retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Hubbard Exempted Village Schools. Except as otherwise set forth herein, retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement.
2. Hubbard teachers re-employed in retirement by the District will be eligible to participate in the Board's health insurance coverage on par with any other teacher as specifically provided for in this Agreement.
3. Salary placement for years of service granted for retired Hubbard teachers employed by the Board shall be at Step 2 on the appropriate educational column of the salary schedule. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
4. Seniority for retired Hubbard teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.

5. Hubbard teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.
6. For purposes of reduction in force (Article XVI) Hubbard teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher.
7. There will be no severance pay available for retired Hubbard teachers employed by the Board, however, such teachers will accrue sick leave at a rate of 1-1/4 days per month and be provided an initial advancement of ten (10) days of sick leave. Sick leave will not accumulate from year to year for retired teachers re-employed by the Board, nor may they donate to, utilize or otherwise participate in the sick leave bank.
8. Hubbard teachers employed by the Board after retirement will be given one-year limited contracts only. Non-renewal of such teachers will occur automatically at the expiration of the one-year limited contract without notice. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Section 3319.11 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
9. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

## **ARTICLE IX. TRANSFERS**

- A. Changes in grade/subject assignments and transfers between schools may become necessary or desirable.
  1. Employees shall be assigned by the Superintendent, or his/her representative, in accordance with the required standards adopted by the State Department of Education.
  2. Requests for transfer to a different class, building or position may be made in writing at any time and shall be considered by the administration when filling vacancies and/or making a transfer. Nothing herein shall prevent a bargaining unit member from applying for a vacant position or pursuing a transfer. (See Appendix G)
  3. Whenever possible, a bargaining unit member shall be notified of any change in school building, grade level and/or subject assignment for the

coming year prior to July 15. Where such changes occur after that date, an individual so notified may request and be granted a conference.

4. When it becomes necessary for an Employee to be transferred to another building, grade level, subject area, or room with a similar teaching assignment, said transfer shall not be arbitrary or capricious. Before transferring an employee, the Administration shall first request and consider volunteers.
5. Prior to making transfers which are precipitated by fluctuations in enrollment at the elementary level and, prior to posting, the administration will meet with the teachers in the affected grade level(s) to discuss staffing needs and obtain volunteers. In the absence of volunteers, the least senior teacher(s), utilizing the district seniority list, in the affected grade level with the appropriate certification will be transferred unless the Superintendent determines, after careful consideration of the staffing needs of the District, that another transfer be made.
6. Transfers shall not be implemented for the purpose of causing the lay off or preventing the recall of bargaining unit members with greater seniority, when choosing among members with comparable evaluations and when seniority is a factor in a recall.
7. Nothing in this Article shall be construed as limiting the right and responsibility of the District in making teaching assignments as consistent with the educational goals and changing conditions within the District.
8. Nothing in this Article shall require the Board to fill a vacancy if the Board is acting in compliance with Article XVI, Reduction in Force.

#### **ARTICLE X. CLASS COVERAGE**

- A. A staff member may be requested to assume the role of a substitute teacher during his/her planning/conferencing period.
- B. When a staff member agrees to waive his/her planning period to assume the responsibility of teaching a class or any other duty in lieu of a substitute teacher, the Board shall compensate said Employee by paying the approved hourly rate for subsidiary duties as defined in Article XXIV. A payment form will be distributed to each building office for this purpose. Payment for class coverage will occur twice annually, in the last pays in January and June.
  1. An Employee may agree to volunteer his/her services if he/she so desires. Said Employee shall not be compensated.

- C. This same procedure will be followed when a supervising teacher is asked to leave his/her regularly assigned class to assume the responsibility of teaching in another position. The administration will not seek to utilize supervising teachers if to do so would result in inadequate student supervision. If a co-teacher agrees to class coverage, the Board will compensate both of the co-teachers in accordance with the above.
- D. If a teacher agrees to absorb another class while retaining his/her own assigned class, the compensation will then be double the hourly rate for subsidiary duties.
- E. In the event that no substitutes are available, and no teacher volunteers his/her services, a teacher assuming all or any part of a class shall receive the approved hourly rate for subsidiary duties, except that if more than one (1) teacher is involved, each will split equally the hourly rate for subsidiary duties.

#### **ARTICLE XI. JOB DESCRIPTION**

- A. The Superintendent shall see that job descriptions are developed for all positions. When an Employee is responsible to more than one supervisor, he/she shall be advised by his/her principal of the exact division of such responsibility.
- B. Job descriptions shall be made available to the Association President and one set in each building. If necessary, the Association President shall meet annually with the administration to verify if all descriptions are included.

#### **ARTICLE XII. PERSONNEL FILES**

There shall be no more than one (1) personnel file maintained for each employee. The personnel folder shall contain records relative to employment, evaluations, certification, transcripts, disciplinary items, and other appropriate information. There shall also be a payroll file for items related to payroll, rate of compensation, annuity forms, life and disability insurance, retirement, and tax information. There shall be a confidential file which contains all information concerning employees' health status, including health insurance, mental or physical examinations and treatments. To the extent permitted by law, access of the confidential file is limited to the employee, the employee's supervisor, the Superintendent, and other central office administrators who have a supervisory relationship to the employee and any others authorized by law.

- A. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. Such requests will be made to the Superintendent and scheduled for a time convenient for the parties within twenty-four (24) hours of said request. Employees who wish copies of material in their personnel file shall request copies in writing and receive such copies free of charge. The



employee may be accompanied by a representative of the Association. A member of the Administration must be present.

- B. Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees may make written objections to any information contained in the file if such objections are provided within sixty (60) work days of the employee's knowledge that it has been placed in his/her file. Any written objections to any information contained in the file must be signed by the staff member and will become part of the employee's personnel file. Anonymous material or material from an unidentified source and/or unauthorized source will not be placed in a staff member's file.
- C. Employees wishing to appeal material in their record shall make a request in writing to the Superintendent and specify the name and date of the materials to be appealed, and the reason for the appeal. The Records Commission shall hear the appeal and make a determination within ninety days of the appeal.
- D. Although most information in personnel files is a matter of public record, requests for information shall be made in writing, or in person, and addressed to the Superintendent. If any person requests to see an employee's file, the Superintendent shall notify the employee immediately and tell the employee the name of person making the request, and the date and time of the review.

### **ARTICLE XIII. COMPLAINTS AGAINST TEACHERS AND DISCIPLINARY PROCEDURES**

#### **A. Complaints Against Teachers**

Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's position has been heard. No anonymous complaint (i.e. phone call, electronic communication, letter) shall result in disciplinary action being taken against a teacher.

The teacher, upon being notified of a written complaint and the identity of the complaint(s), shall be afforded the opportunity to participate in the resolution of the complaint. The administration, then Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint.

B. Disciplinary Procedure

No teacher shall be disciplined without cause. Disciplinary responses shall be commensurate with the teacher's offense and, where appropriate, be progressive in nature. However, the parties fully recognize that more serious offenses may be dealt with for the first offense by appropriate disciplinary action up to and including termination, depending upon the nature and severity of the misconduct. Responses available to the Board include:

- Informal Warning. It is expected that many issues can be disposed of by an informal warning, without further disciplinary action.
- Written Reprimand(s). Letters of reprimand may be issued to bargaining unit members for infractions which, in the judgment of the responsible administrator, do not warrant a suspension or termination.
- Suspension With Pay.
- Suspension Without Pay. A bargaining unit member may be suspended from his/her duties without pay (but continuing other benefits) if, in the judgment of the Superintendent, the conduct of the bargaining unit member is detrimental to the goals and objectives of the District.
- Termination. Only the Superintendent may recommend termination to the Board which may only terminate in accordance with the procedures of ORC Sections 3319.16 and 3319.161. Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this agreement.

C. Right to Representation

1. A member of the bargaining unit shall have the right to be represented by the Association at any conference with an administrator which he/she reasonably believes may result in disciplinary action, and the administrator may have a representative of his/her choice.
2. If the member has prior knowledge of the purpose of the conference he/she shall notify the proper administrator of his/her intent to have representation present.
3. A member that does not have prior knowledge of the purpose of the conference, or if a situation develops which the member reasonably believes may result in disciplinary action, he/she may interrupt the conference at that point and request representation. The conference shall be recessed until such time as the representative of the Association can be present.

D. Due Process Procedures

For any disciplinary measures, employees shall be provided with notice and an opportunity to be heard prior to the implementation of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions under the express terms of this contract.

E. Privacy of Proceedings

To the extent possible, disciplinary actions shall be administered privately in the presence of appropriate personnel. To the extent permitted under law, disciplinary actions shall be kept confidential.

**ARTICLE XIV. EMPLOYEE EVALUATION**

A. OTES Teachers

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix "D" which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System must be bargained prior to implementation to the extent required by law.

1. EVALUATION COMMITTEE

a. General

- i. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher evaluation system and related guidelines, and to regularly review the effectiveness of the system and its related procedures and process, including forms, for the evaluation of teachers in the District.
- ii. In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members.

- iii. Nothing herein shall be deemed to alter or otherwise affect any legal obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

b. Committee Composition

- i. The Committee shall be comprised of at least six (6) Association members appointed by the Association President and up to three (3) administrators appointed by the Superintendent.
- ii. Committee members should be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

c. Committee Operation

- i. The Committee shall be chaired jointly by a committee member from the Association team and a committee member from the Board team.
- ii. Members of the Committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- iii. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- iv. Committee agendas will be developed by the Committee.
- v. All decisions of the Committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the Committee, at Board expense, if determined by the committee.
- vi. At the initial Committee meeting, the Committee will develop the guidelines and ground rules by which the Committee will operate.
- vii. Members of the Committee will receive necessary release time for Committee work and training as determined by the Committee.

- viii. The Committee may establish sub-committees to assist with their work.
- ix. Sub-committees will be jointly appointed by the committee.
- x. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

d. Compensation

Any Committee work authorized by the Committee and performed outside of the contractual work day will be paid at the hourly rate. Payment shall be made in the last pay of each semester.

e. Committee Authority

- i. The Committee is responsible for jointly developing, reviewing and recommending the policy, procedures, and processes, including the evaluation instrument for teacher evaluation.
- ii. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

2. STUDENT GROWTH MEASURES (SGMs) COMMITTEE

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs for the employees of Hubbard Exempted Village School District.

Nothing herein shall be deemed to alter or otherwise affect any legal obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

a. Committee Composition

- i. The Committee shall be comprised of at least seven (7) bargaining unit members appointed by the Association President and up to three (3) administrators appointed by the Superintendent.

- ii. Committee members should be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

b. Committee Operation

- i. The Committee shall be chaired jointly by a Committee member from the Association team and a Committee member from the Board team.
- ii. Members of the Committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the District approves a new vendor assessment, all affected bargaining unit members will be trained on the new system and SGM application).
- iii. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - a) One task of the Committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.
  - b) The Committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
- iv. Committee agendas will be developed by the Committee.
- v. All decisions of the Committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the Committee, at Board expense, if determined by the committee.

- vi. At the initial Committee meeting, the Committee will develop the guidelines and ground rules by which the Committee will operate.
- vii. Members of the Committee will receive necessary release time for Committee work and training as determined by the Committee.
- viii. The Committee may establish sub-committees (such as Building Level SLO Committees) to assist with their work.
- ix. Sub-committees will be jointly appointed by the Committee.
- x. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

c. Compensation

Any Committee work authorized by the Committee and performed outside of the contractual work day will be paid at the hourly rate. Payment shall be made in the last pay of each semester.

B. Evaluation of Non-OTES Members

The following procedures will remain in place for the evaluation of non-OTES bargaining unit members until replaced by appropriate procedures developed by the parties.

The most important purpose of evaluation is to improve the effectiveness of the individual, to inspire personal growth, and to shape a successful career in education.

Both the individual and the Association recognize that a second important purpose of evaluation is to provide the individual with opportunities to tangibly demonstrate that he/she is successfully performing his/her contractual duties, thereby exhibiting accountability to the public whose representatives employed him/her. Evaluation timelines in the contract shall supersede the evaluation timelines in O.R.C. 3319.111.

1. Continuing Contract Employees (Non-OTES)

All employees on continuing contract status shall be evaluated at least once every third year and shall be given a copy of any observation report

within 10 days of the observation and any evaluation report given within 15 days of the final observation of the evaluation series. If there are no deficiencies, the employee may waive the post-evaluation conference. Continuing contract employees found to have deficiencies shall be evaluated each year until the deficiencies are corrected.

2. Limited Contract Employees (Non-OTES)

In the procedure of evaluation written by the administration, provisions will be made that:

- a. All Employees not on continuing contract status will be evaluated at least twice per school year. A minimum of one thirty (30) minute observation and one fifteen (15) minute observation are required for each evaluation. The first evaluation will be held no later than January 15 and the written report made available to the Employee by January 25. The second evaluation will be completed between February 1 and April 5 and the written report made available by April 10.
  - i. Included in this Article shall be only those substitute teachers who teach 120 days or more in a school year in one assignment if hired prior to December 1. Substitute teachers hired after December 1 and/or who teach less than 120 days shall be considered automatically non-renewed at the end of their service or the end of the school year, whichever occurs first.
- b. These written reports will include specific recommendations regarding any improvements necessary in the teacher's performance and the means by which the teacher may obtain assistance in making such improvements.
- c. The Employee shall receive a copy of any written observation report within ten (10) working days of the observation. The Employee shall receive a copy of each evaluation within fifteen (15) working days of the final observation in each evaluation sequence. The administrator shall personally deliver each evaluation to the Employee at a conference held for the purpose of reviewing each evaluation. If the Employee is not in attendance at school, each evaluation may be mailed, certified mail, to the Employee's address as recorded in the Board office, postmarked no later than the deadline stated in Article XIII.C.1. It shall be considered received at such time as the teacher receives each evaluation at the conference or when it has been delivered into the U.S. mail via certified mail. Any deficiencies and written plan to correct those



deficiencies will be discussed at the conference with the Employee if the Employee is in attendance. The evaluation shall be signed by the Employee. The purpose of the signature is only to prove that the Employee has seen the evaluation and not that the Employee necessarily agrees with the evaluation.

- d. Other deficiencies regarding the Employee's failure to adhere to reasonable work rules, or other documented deficiencies not noted during the formal observation, must be put in writing and provided to the Employee within three (3) work days after the evaluator's actual knowledge of the deficient performance, failure to adhere to reasonable work rules, or other deficiencies, but not later than the date of the Employee's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies/failures and shall include a reasonable time period for correction.
- e. In order to clarify his/her viewpoint on a classroom observation and/or other evaluation comments, the Employee has the right to attach to his/her evaluation a response to any comments in the evaluation. Both evaluations are to be placed together in the Employee's file, signed by both parties which indicates receipt only.
- f. Upon prior notification, an Employee may be accompanied by another bargaining unit member at meetings with the administration under this Article.

g. Pre-Conference Meeting (Non-OTES)

The principal shall notify the teacher of the date and time of a pre-conference meeting, which shall be scheduled during the teacher's planning period.

h. Miscellaneous (Non-OTES)

The absence of an employee for any reason, which hinders the Board's ability to meet the schedules contained in this Article, will not result in a determination that the District did not meet its deadline. The scheduled evaluation, conference or observation will be continued until the next available date which the employee will be present or by agreement between the employee and the evaluator.

## ARTICLE XV. FAIR DISMISSAL POLICY

- A. An Employee, not on continuing contract status, whom the Board has determined to non-renew, may demand a written statement from the Board describing the circumstances leading to its decision not to re-employ the teacher. This demand must be filed with the Treasurer, in writing, within ten (10) days of the teacher's receipt of the written notice of non-renewal from the Board.
1. Exceptions shall be teachers hired specifically replacing a teacher on leave, substitutes of long or short duration, probationary employees, or those hired for teachers on special assignment who have no rights under Article XV. Substitutes and probationary employees shall be notified of this Article.
  2. "Probationary" employees are teachers who have not yet completed two (2) full years under a limited contract with the HEVSD and are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before June 1. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace ORC 3319.11.
  3. All bargaining unit members with two (2) full years of service in the Hubbard Schools as Employees are granted the following rights: non-renewal of contract shall be preceded by written notification to the Employee from the Board stating the intent to consider non-renewal of contract and the reasons for such consideration. Reasons for non-renewal shall be based upon the Employee's evaluation. Employees being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to address the Board, with counsel, prior to any official action of the Board.
- B. Within five (5) days of the receipt of the Board's statement, indicated in A. above, the Employee may file a written demand to the Treasurer for a hearing before the Board.
1. Within ten (10) days from the filing of the demand in B. above, the Employee will be provided with a written notice of the time, date and place of the hearing.
  2. The hearing must be conducted within forty (40) days of the date in which the Board received the demand in B. above.
  3. The Board must issue a written decision within ten (10) days of the hearing.

4. Within thirty (30) days after the Employee receive the Board's decision in B.3 above, he/she may appeal to the Court of Common Pleas and no other charges or claims will be made. The court's authority will be limited solely to a review of whether the Board and the administration have complied with the provisions of this Article and not to review the sufficiency of the Board's reasons for non-renewal.
  - a. Should the court determine that these procedures have not been complied with, he/she will be awarded an additional one year limited contract, after the final court decision is rendered.

C. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract (not to exceed two (2) years) is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before June 1<sup>st</sup>. The parties agree that Board may bypass the procedures under Section 3319.11(C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on the extended limited contract on or before June 1<sup>st</sup>, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 10<sup>th</sup>, and a continuing contract shall be executed accordingly.

- D. Language contained within these Articles XIV and XV will supersede the statutory requirements set forth in 3319.11 and 3319.111.
- E. This action shall cover work done under regular contracts.

**ARTICLE XVI. REDUCTION IN FORCE**

- A. In accordance with Ohio Revised Code Section 3319.17, and when by reason of financial reasons, including budgetary constraints, change in course offerings and selection, decreased enrollment of pupils, return to duty of regular Employees after leaves-of-absence, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will

be necessary to reduce the number of Employees, in whole or in part, it will make a reasonable reduction. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to Employees on continuing contracts as set forth below. Employees whose continuing contracts are suspended shall have the right to restoration to continuing service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

- B. With respect to Employees holding the same areas of certification/licensure, the Board agrees to the suspension of Employees' limited contracts before the suspension of Employees' continuing contracts as set forth below.
- C. The Board, or designee, will keep the Association's representative informed regarding the reason for the need for staff reduction. The Association President will be notified in writing seven (7) days prior to any notice being given to employees affected by a reduction.
- D. Employees who may be affected by a reduction will be given notice no later than June 1<sup>st</sup>.
- E. When the Board determines that staff reductions shall occur, the following procedure shall apply:

- 1. Attrition

The number of persons affected by a reduction-in-force will be kept to a minimum by not employing replacements for Employees who retire or resign whenever possible, or whose limited contracts are not renewed.

- 2. Reductions/Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

The application of the term "comparable" as applied to teacher evaluations, shall be in accordance with Board's Standards-Based Teacher Evaluation System set forth in the Appendix which has been mutually developed by the parties. For bargaining unit members not subject to OTES, decisions on layoff, retention, and recall will be in accordance with seniority.

For the transition period ending on June 30, 2017, comparable evaluations of OTES teachers will be defined as all evaluation ratings above

“Ineffective.” However, a teacher who attains a designation of “Ineffective” due predominantly to student growth measures (Value Added data, SLO’s or any combination), for this transition period, will be considered “comparable” with all other teachers. Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board’s standards-based teacher evaluation policy included in this Agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

### 3. Contract Suspensions

- a. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - i. Comparable evaluations.
  - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - i. Comparable evaluations.
  - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- c. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.
- d. If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then

have the same option stated above. The process shall continue until all available bumping rights are exhausted.

- e. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior teacher on the recall list in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.

4. Procedure for Recall

- a. All bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited. However, no teacher shall retain recall rights in the following circumstances:
  - i. The Employee resigns.
  - ii. The Employee refuses a position offered. However, if the refusal is due to a contractual obligation to another school district, an exception will be made and the Employee will remain on the recall list through the following August 31 date.
- b. As positions become available, bargaining unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall be not a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Bargaining unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for

which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

- c. A bargaining unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
- d. The seniority of a recalled bargaining unit member shall be calculated as if service were not interrupted.
- e. When an opening(s) occurs, the Board shall send a certified letter to all bargaining unit members certified/licensed for the position to their last known address to advise them of such position. It is the bargaining unit member's responsibility to keep the Board informed of his/her whereabouts. The bargaining unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a bargaining unit member fails to notify the Board within the specified period of time, or if a bargaining unit member rejects the offered full-time position, said bargaining unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.
- f. No teachers new to the District shall be employed until all properly certified/licensed bargaining unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
- g. Transfers of bargaining unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed bargaining unit members on the recall list.
- h. Bargaining unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that bargaining unit member's placement or continued placement on the recall list for full-time employment.

- i. Laid off bargaining unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
- j. No bargaining unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

5. Seniority

- a. Between December 1 and January 15 of each year, the Board and Association will meet to review and mutually agree to a list indicating seniority. This will become the official seniority list used until the next January 15. The only change will be to add newly hired Employees and add new areas of certification/licensure.

b. Definitions

- i. Seniority shall be defined as uninterrupted, continuous service as an Employee of the Hubbard Board of Education. Board-authorized leave-of-absence will not interrupt continuous service but will not be counted in the total years of service. When RIFs occur, and in the event of a tie among two or more Employees in the determination of continuous service, the tie shall be broken by the following in the order stated: (1) date of Board meeting hired; (2) date of written application; and (3) toss of a coin. A resignation or non-renewal will interrupt continuous service.
- ii. Employees who are contracted to work 120 days or more of the school year for any number of hours per day, shall accrue seniority on a prorated basis. It shall be calculated: number of contract days times the number of hours per day worked divided by 1304.212, rounded to the nearest hundredth.
- ii. Employees who are contracted to work less than 120 days of the school year for any number of hours per day, shall accrue seniority on a prorated basis. It shall be calculated as follows: number of contract days times number of hours per day worked divided by 1304.212, rounded to the nearest hundredth. Seniority shall only be granted in the area of certification for which the Employee was hired.
- iv. Certification/Licensure - valid in the State of Ohio.



- F. It is the express understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of the ORC Section 3319.17, but in all other respects shall supersede and take the place of ORC Section 3319.17.

## **ARTICLE XVII. MILITARY SERVICE**

The Board shall accord to each Employee who applies for reinstatement after conclusion of Military Service with the United States, all such reemployment rights as the Employee shall be entitled under then-existing statutes.

## **ARTICLE XVIII. INSURANCE AND HOSPITALIZATION**

- A. The full premium cost of a \$50,000 group term life insurance will be paid by the Board. The policy will provide for double indemnity in case of accidental death.
- B. The Board will purchase hospitalization and major medical insurance including full maternity benefits, prescription coverage and dental coverage as set forth herein on Attachment "A".
- C. A flex 125 premium pass through program will be put in place (subject to the rules established by the insurance carrier) to enable employees to make any bi-weekly contribution before taxes.
- D. To be eligible for full benefits, the Employee must be employed on a full-time contract as stated in Article II, D. and Article VI, E.
- E. Insurance Study Committee

The Parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long-term best interest of the board and its employees. Therefore, there will be established an Insurance Study committee which shall be comprised of a minimum of three (3) members of the HEA selected by the HEA President, and two members of the administration and/or Board which shall meet at times when the committee deems necessary. This Committee will review the District's present insurance coverages in addition to obtaining available information regarding alternative insurance concepts, products, plans, carriers, etc.

If additional monies are required to be spent through this research process it will be agreed upon by a majority of the committee before it occurs.

This Insurance Study Committee may elect to combine its efforts with other similar committees involving classified employees and members of the Board

and/or administration. Recommendations of the Insurance Study Committee, if any, will be presented to the Board and the HEA for consideration.

F. Enrollment/Qualifying Event

Eligible employees not currently participating in Board provided health insurance coverages, shall have the right to enroll into any Board health benefit by applying for enrollment in the period of June 1 through June 30 of any year, with an effective date of September 1. Upon the occasion of a qualifying event, such as divorce, death of spouse or involuntary termination of spouse's insurance or employment, an eligible employee may enroll or re-enroll into the group plan. Coverage shall occur the month following the written notice setting forth the emergency. Change in coverage status, e.g., single to family, will follow the same procedure. Employees are advised to carefully review the Certificate of Coverage of the Board's health care provider in either instance.

## ATTACHMENT "A"

DESCRIPTION OF PROGRAM DESIGN: Refer to insurance card.

### DESCRIPTION OF COST SHARING ASSUMPTIONS:

Employees shall contribute 10% of the cost of the Board provided healthcare insurance. However, for the period ending August 31, 2017, Employees' contribution rate will be maintained at 7%, to be paid through regular payroll deduction. Employee contributions shall be based on a 4-tier premium payment as follows:

- 1) Employee only
- 2) Employee + spouse or Employee + 1 child
- 3) Employee + 2 or more children
- 4) Employee + spouse and children

### INSURANCE INFORMATION

1. PPO provided by Medical Mutual of Ohio (through OSBC)

### PLAN DESIGN MODIFICATIONS

Deductibles	\$300/\$600
Coinsurance	90%
Out of Pocket	\$500/\$1000
Office visit	\$20.00

### PRESCRIPTION COVERAGE

Retail (30 Day Supply)	
\$10	Generic
\$30	Formulary
\$50	Non-Formulary

Any payments made by employees will be reduced by the IRS 125 reduction method.

### ADDITIONAL PLAN DESIGN MODIFICATIONS

Mammograms covered at 100% (in network)

Dental coverage increase to \$1500

Flexible Spending Account (FSA)-pretax

### VISION PLAN

\$10.00 copay on exams

\$25.00 copay on materials

G. Working Spouse Coverage:

For bargaining unit members employed on or after August 1, 2014, if an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

During the interview process, the Board will provide this section of the contract to any potential employee. The Board will keep a copy of the signed and dated insurance disclosure.

This requirement does not apply to his/her spouse who is required to pay more than \$325.00 per month for single coverage through his/her employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses covered by a public retirement plan who will be excluded from primary coverage under the Board's plan if eligible to participate in insurance coverage provided by such public retirement plan.

Upon the spouse's required next open enrollment in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits.

His/her spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan and/or exceeds the \$325.00 per month limitation set forth above, if applicable (see Appendix "I"). If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If any employee submits false information or fails to timely advise the District of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance in conformance with the conditions set forth above, and such false information or

such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to appropriate disciplinary action by the Board.

**ARTICLE XIX. RETIREMENT PROGRAMS**

A. The Board shall continue to contribute to the State Teachers Retirement System of Ohio an amount as required by law.

B. Severance Pay

All Employees may elect at the time of retirement from active service under the State Teachers Retirement System law, and with five (5) or more years of service in the Hubbard Exempted Village School System, to be paid in cash for the value of his/her accrued unused sick leave credit. Severance pay shall be granted at the per diem teaching contract rate of said retiring individual for the unused accumulated sick leave, at no more than the following number of days:

One-third (33.333%) of the unlimited accumulation of sick leave. Maximum number of paid days shall not exceed one-hundred (100).

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payments shall be made only once to an Employee. The severance payment will be made upon presentation of evidence that the first retirement payment has been received from the State Teachers Retirement System. In case of death prior to retirement age, the severance amount shall be paid to the beneficiary named on the employee's life insurance policy.

C. Early Notification of Retirement

Each eligible bargaining unit member who submits his/her irrevocable letter of resignation for purposes of retirement for the end of the school year will receive an early notification incentive stipend, payable within thirty (30) days of the date of retirement, as follows:

With Notification by October 1 <sup>st</sup>	\$1,500.00; or
With Notification by November 1 <sup>st</sup>	\$1,000.00; or
With Notification by December 1 <sup>st</sup>	\$ 750.00

**ARTICLE XX. PAYMENT POLICY**

- A. Certified personnel will receive twenty-six (26) paychecks from September through August (based on a salary schedule effective July 1-June 30). If a written request is submitted to the Treasurer by January 15, the certified personnel will receive the balance of that year's salary at the end of June. No more than ten percent (10%) of the certified staff may receive such prepayment. The 10% will be determined on a first-come, first-serve basis, with no applications accepted prior to December 31. Persons who have credit union loan repayments or tax sheltered annuity programs will not be eligible for prepayment. An exception to the foregoing may be made by the Superintendent if the individual's annuity company will accept prepayment.
  
- B. Paydays will be on alternate Fridays. The first payday of the school year will be as in accordance with established guidelines set forth by the State Auditor's office. Direct deposit verification information will be emailed to the school email account by noon of payday Fridays.
  - 1. In years where paydays on alternate Fridays, would result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) shall result in the pay distribution being the following Friday one week later than usual.
  
- C. State Teachers Retirement will be deducted for the year from pays beginning with the first payday and ending with the last pay.
  
- D. All Federal, Pennsylvania State, Ohio City and Ohio State taxes will be deducted.
  
- E. The payroll calendar will be included in the back of the contract for three (3) years. Paydays will be marked.
  
- F. Direct deposit is mandatory for all employees.
  
- G. Direct deposit changes shall be made through the Treasurer's office. The changes will be in effect by the following payday.

**ARTICLE XXI. TEACHERS' SALARY SCHEDULE**

All teachers shall be paid in accordance with the indexed salary schedule contained in Appendix A of this agreement, with the base salary for the years 2014-2015, 2015-2016, 2016-2017 as follows:

<u>YEAR</u>	<u>BASE</u>
2014-2015	\$32,478 (0%)
2015-2016	\$33,128 (2%)
2016-2017	\$33,459 (1%)

Salary longevity step advancement will be granted the first year of the contract ONLY. Horizontal educational step movement will be recognized in years 2 and 3. It is expressly acknowledged that when vertical step progression is reinstated, such movement will result from where an employee stopped and there will be no more than one vertical step permitted upon reinstatement.

In 2014-2015, non-vertically stepping bargaining unit members will be paid a \$1000.00 stipend (one time only, which is income for STRS purposes, but not for continuation on the salary schedule). This stipend is payable on September 19, 2014.

## **ARTICLE XXII. SALARY SCHEDULE REGULATIONS**

### **A. Schedule**

This salary schedule is based upon one hundred eighty-two (182) teacher contract days.

### **B. Application of Salary Schedule**

No difference shall be made in the initial employment, rate of compensation, or retention on the staff of any Employee because of sex, marital status, race, or the grade level of children with whom the Employee works unless specific provisions to the contrary are established in other salary schedules.

### **C. Initial Employment**

Employees must have at least a Bachelor Degree and proper certification/license to be employed in a bargaining unit position. It is acknowledged by the Association that the Board may employ individuals prior to receipt of a criminal records investigation report, as required by the Ohio Revised Code. It is expressly agreed between the Board and the Association that the Board may immediately discharge any employee who is hired prior to receipt of the criminal records check, if the subsequent criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. The termination of such individuals will be without further recourse under R.C. 3319.16 or otherwise. In addition, effective with the execution of this Agreement, applicants for bargaining unit positions will further be required to successfully pass a ten-drug screening test as a condition of employment. If an applicant tests positive, they will be permitted to take a second test. If a second test is taken and passed, the applicant shall be hired and the cost of such second test will be paid by the Board. If a second test is taken and failed, the results will be considered as conclusive and the applicant will not be hired. The Board may immediately discharge any employee who fails the drug screening as set forth above.

In the case of volunteer coaches, the same drug test will be required. The Board shall pay for an initial test. If the test is passed, after other initial requirements are met, the coach will be hired. If the initial test is failed, the volunteer coach may take a second test at their own expense. If the second test is passed, the volunteer coach will be hired and reimbursed for cost.

D. Military Service

Employees shall receive experience credit for each year of service in the Armed Forces of the United States of America, as defined in Article 3317.02 of the Revised Code of Ohio, upon presentation of induction and discharge verification.

E. Classification According to Experience and Training

All Employees, except upon recommendation of the Superintendent and the approval of the Board, shall be placed on this Salary Schedule in terms of training and experience as required by law.

1. No Employee shall acquire more than one (1) year of experience in any one (1) school year even though such Employee may teach in day, night, and summer schools. A year of experience shall be one hundred twenty (120) days or more of teaching or closely related work during a given school year. Experience credit shall be determined by the Superintendent.

F. Salary Adjustment for Additional Credit

An official statement of credits shall be presented as evidence of satisfactory work promptly upon completion of training. If credits for additional professional training are filed prior to September 15 and Board approved prior to September 30, such credits shall be evaluated for current year. If evidence of additional professional training is Board approved after September 30 and prior to February 1, such credit shall be evaluated for salary adjustment for the first full pay period of February. Credits filed after February 1 shall be evaluated for the next succeeding school year.

G. Limitation on Credits

All credits offered for horizontal advancement or training categories on this Salary Schedule shall be from an accredited college or university or continuing education units (CEU's) as certified by the Ohio Department of Education and the Hubbard LPDC.



H. Employees with Bachelor plus (+) 15

This column means a candidate must possess at least fifteen (15) graduate hours beyond a Bachelor Degree. This column will replace the former 150 hours column on the salary schedule. The name change for this column shall not deprive any bargaining unit member of his/her current or future salary step placement.

I. Employees With Master Degree Plus Thirty (30) Hours

In order to qualify for this column, candidate must hold a Master's Degree plus thirty (30) semester hours of additional work. Such hours shall be toward advanced or additional certification in education or additional hours in one's teaching field.

J. Deductions for Absence or Separation

Deductions for any reason which salary is deductible shall be at the rate of one one hundred eighty-second (1/182) of the annual salary for each day lost.

K. Increments

A full salary increment shall be granted regular Employees for one hundred twenty (120) days or more of satisfactory teaching in the Hubbard Schools in any given school year. A half (1/2) increment shall be granted to part-time Employees who are on the salary schedule, provided they are employed for half (1/2) of the school day.

L. Extended Service

Employees on extended service will be compensated at the individual's per diem rate.

M. Reimbursement for College Work

Each year the Board will provide a fund of \$25,000 for teacher education, and professional growth which will be replenished at the beginning of each school year.

Any teacher who has taught in the Hubbard Exempted Village School District for at least one (1) year and returns to work in the District the year following their course work, is eligible for college tuition reimbursement. The Board will provide \$250.00 per quarter hour and/or \$300.00 per semester hour for college work that meets the requirements of this article up to a maximum of nine (9) quarter hours or six (6) semester hours per year. The teacher will be reimbursed up to three

(3) CEU credits per year at the rate of \$50.00 per 1/4 CEU credit. To qualify, the course work must be completed between September 1 and August 31.

The reimbursement amount mentioned shall be paid after presentation of: (1) a fee receipt, (2) evidence of attaining a grade of B or better, or pass in a pass/fail class or CEU course. A copy of a completed CEU certificate or official CEU provider document shall be filed with the Superintendent's office in order to receive reimbursement. Payment will be made once per year by October 15 following the September 1 to August 31 eligibility year.

In the event that the requests for reimbursement exceed \$25,000 or the fund total, then the total amount of request for full credit courses will be pro-rated (divided equally) into the \$25,000 and payment made accordingly. In any case, reimbursement will not exceed the amounts set in paragraph two.

Any bargaining unit member who resigns before September 1 forfeits his/her reimbursement.

No bargaining unit member shall be reimbursed more than the actual cost of tuition paid.

N. Procedure for Consideration of Continuing Contract Status

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, using the form Appendix F which is available in each building, with a copy to the Superintendent, by October 15<sup>th</sup> of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:

1. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
  - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area

related to the teaching field since the initial issuance of the teaching certificate or license.

- c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
    - i. Holds a professional, senior professional or lead professional license;
    - ii. Has held an educator's license for at least seven (7) years; and
    - iii. Has completed either of the following:
      - a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified rules which the state board shall adopt; or
      - b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
3. The teacher must have taught for at least three of the last five years in the Hubbard Exempted Village School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Hubbard Exempted Village School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

The Board of Education is under no obligation to act on the request for tenure of teachers who either fail to timely provide the required notification as set forth above or who otherwise become eligible for continuing contract status after March 1 in any year.

**ARTICLE XXIII. SUPPLEMENTAL DUTIES**

A. Supplemental duties shall be assigned to Employees in separate contracts between the Board and Employees.

1. Supplemental compensation experience begins effective with the 1995-96 year. Supplemental contract experience will be granted individuals who return to a supplemental position after a break in service, provided the prior service with the District was rendered during or after the 1995-96 school year.

2. Advisors and Directors (parenthetical numbers reflect minimum number of positions based upon adequate participation):

	0-2	3-5	6th
Art Club (1)	1.50	2.75	4.00
Band (1)	22.00	23.25	24.50
Assistant (1)	12.00	13.25	14.50
Jazz Band (1)	4.00	5.25	6.50
Percussion Advisor (1)	3.00	4.25	5.25
Majorette Advisor (1)	5.00	6.25	7.50
Flag Line Advisor (1)	5.00	6.25	7.50
Business Club (1)	1.50	2.75	4.00
Chorus (H.S.) (1)	4.00	5.25	6.50
Class Advisor			
Senior (1)	2.00	3.25	4.50
Junior (1)	4.00	5.25	6.50
Sophomore (1)	2.00	3.25	4.50
Freshman (1)	2.00	3.25	4.50
Speech			
Head (1)	10.00	11.25	12.50
Assistant (1)	6.00	7.25	8.50
Fall Play Director (1)	3.00	4.25	5.50
Ecology Club (1)	1.50	2.75	4.00
Future Teachers of America (1)	1.50	2.75	4.00
Language Clubs			
French (1)	1.500	2.75	4.00
Spanish (1)	1.50	2.75	4.00
Sign Language (1)	1.50	2.75	4.00
Math Counts (1)	1.50	2.75	4.00
National Honor Society (1)	2.00	3.25	4.50
Academic Teams (includes Academic Challenge and Prep Bowl)			
HS (1)	6.00	7.25	8.50
MS (1)	3.00	4.00	5.00
S.A.D.D. (1)	1.50	2.75	4.00
Newspaper (HS) (1)	8.00	9.25	10.50
Spring Musical Director (1)	6.00	7.25	8.50
Assistant (1)	3.00	4.25	5.50
Accompanist (1)	1.50	2.75	4.00
MS Play Director (1)	1.50	2.75	4.00
Elementary Evening Music Coordinator (1)	1.50	2.75	4.00

Student Council			
High School (1)	12.00	13.25	14.50
Middle School (1)	10.00	11.25	12.50
Yearbook Advisor (HS) (1)	8.00	9.25	10.50
Yearbook Advisor (MS) (1)	4.00	5.25	6.50
Video Production (1)	12.00	13.25	14.50
STEM Festival			
HS (2)	1.50	2.75	4.00
MS (1)	1.50	2.75	4.00
Mock Trial (HS-1)	1.50	2.75	4.00
History Day (HS-1)(MS-1)	1.50	2.75	4.00
English Festival			
7-9 (1)	1.50	2.75	4.00
10-12 (1)	1.50	2.75	4.00
Robotics (2)	5.00	6.25	7.50

3. Sports (parenthetical numbers reflect minimum number of positions based upon adequate participation):

	0-2	3-5	6th
Ticket Manager (1)	15.00	16.25	17.50
Baseball			
Head (1)	13.00	14.25	15.50
Varsity Asst. (2)	10.00	11.25	12.50
Basketball, Boys			
Head (1)	22.00	23.25	24.50
Varsity Asst. (J.V.) (1)	12.00	13.25	14.50
Ninth Grade (1)	12.00	13.25	14.50
Eighth Grade (1)	10.00	11.25	12.50
Seventh Grade (1)	10.00	11.25	12.50
Fifth/Sixth (1)	4.00	5.25	6.50
Basketball, Girls			
Head (1)	22.00	23.25	24.50
Varsity Asst. (J.V.) (1)	12.00	13.25	14.50
Ninth Grade (1)	12.00	13.25	14.50
Eighth Grade (1)	10.00	11.25	12.50
Seventh Grade (1)	10.00	11.25	12.50
Fifth/Sixth (1)	4.00	5.25	6.50
Cross Country, Head (1)	6.00	7.25	8.50
Cheerleader			
Varsity (1)	15.00	16.25	17.50
Freshman (1)	8.00	9.25	10.50
Seventh/Eighth Grade (1)	8.00	9.25	10.50
Football			
Head (1)	22.00	23.25	24.50
Varsity Asst. (6)	12.00	13.25	14.50
Freshman (2)	12.00	13.25	14.50
Seventh/Eighth Grade (3)	12.00	13.25	14.50
Trainer (1)	12.00	13.25	14.50
Equipment Mgr. (1)	6.00	7.25	8.50
Golf			
Head Boys (1)	6.00	7.25	8.50
Head Girls (1)	6.00	7.25	8.50

Soccer			
Head Boys (1)	15.0	16.25	17.5
J.V. Boys (1)	10.0	11.25	12.5
Head Girls (1)	15.0	16.25	17.5
J.V. Girls (1)	10.0	11.25	12.5
Softball			
Head (1)	13.0	14.25	15.5
Varsity Asst. (2)	10.0	11.25	12.5
Swimming (Boys/Girls)			
Head Boys and Girls (1)	14.0	15.25	16.5
Varsity Asst. (1)	11.0	12.25	13.5
Diving (1)	2.5	3.75	5.0
Track, Boys/Girls			
Head Boys and Girls (1)	14.0	15.25	16.5
Varsity Asst. (2)	8.0	9.25	10.5
Seventh/Eighth (2)	8.0	9.25	10.5
Volleyball			
Head (1)	15.0	16.25	17.5
Assistant (1)	10.0	11.25	12.5
Ninth Grade (1)	8.0	9.25	10.5
Eighth Grade (1)	8.0	9.25	10.5
Seventh Grade (1)	8.0	9.25	10.5
Weight Training			
Fall (Sept.-Nov.) (1)	5.0	6.25	7.5
Winter (Dec.-Feb.) (1)	5.0	6.25	7.5
Spring (March-May) (1)	5.0	6.25	7.5
Summer (June-Aug.) (1)	5.0	6.25	7.5
Wrestling			
Head (1)	15.0	16.25	17.5
Assistant (1)	10.0	11.25	12.5
Seventh/Eighth (1)	8.0	9.25	10.5
Bowling			
Head Boys (1)	6.0	7.25	8.5
Head Girls (1)	6.0	7.25	8.5

- B. The percentages set forth above are percentages of the base Bachelor's Degree starting salary.
- C. The supplemental salary amount paid for an advisor/director position or for a particular athletic sport or specific coaching position may be divided among individuals as long as the final amount paid for that sport or position(s) equals the amount listed above for that position. Any combinations must be in the best interest of student(s) and approved by the Superintendent and the Association President. Thereafter, the Superintendent will recommend any approved combinations to the Board.
- D. If adequate numbers do not exist to field a team in any given sport or to properly support a non-athletic position, no supplemental contract shall be issued/paid for that team or activity. The decision not to fill any supplemental position for this reason will be discussed by the Superintendent and the Association President.

- E. The Board may add to the number of the listed supplemental positions only after consultation by the Superintendent with the Association President. New positions may be added to the list of supplemental contracts, which will be compensated in an amount negotiated between the parties and reflected in a Memorandum of Understanding (MOU). These negotiations will not require the Board to delay the filling of a new position, but may result in a salary adjustment.
1. Only open supplemental positions shall be posted. All postings shall be in accordance with Article VIII. B. Bargaining unit members shall be given the opportunity to apply for open supplemental positions. A supplemental position held by an incumbent who is going to be re-employed by the Board for that position is not considered an open supplemental position and shall not be posted. In filling open positions, the Board will select the most qualified applicant. If the qualifications of more than one of the applicants under final consideration are deemed equal, preference will be given to internal applicants.
  2. Supplemental contracts are automatically non-renewed at the expiration of their term (i.e. the end of the academic year). However, the determination as to whether the Board intends either to reappoint an interested incumbent to a supplemental position for the coming year, or to post the position as open, shall be communicated to the incumbent as soon as possible, but no later than July 15 of each academic year of the contract.
  3. For athletic positions, communication of the Board's intent to not reappoint a bargaining unit member will be made, if possible, to the incumbent through the office of the Athletic Director, within forty-five (45) days of the official end of the sport's season. Upon request, bargaining unit members notified of the Board's intention not to reappoint them to their supplemental coaching contract will be provided with written reasons by the appropriate administrator(s) (Building Principal, Athletic Director, etc.). Failure to provide an evaluation will result in an automatic reemployment of a bargaining unit member interested in remaining as a coach; however, the existence of an evaluation will not create an expectation of continued employment. The reasons for not reappointing an interested bargaining unit member to a coaching contract may not be arbitrary, capricious or unreasonable.

F. Supplemental Pay Periods

1. All supplemental contracts for service performed throughout the school year shall be paid by one of the following methods: (a) half at the end of each semester, or (b) total amount at the end of the school year.
2. Any supplemental contract which encompasses work performed for less than the entire school year shall be paid in one of the following methods:

(a) in one (1) pay on the pay following the completion of the job, or (b) two (2) equal pays, one-half midway through the service and one-half at the completion of the job. Completion of the job shall be defined as completing all scheduled events and the end of season's report.

3. The Employee must inform the Treasurer on the signed contract which payment option he/she prefers.
4. Written contracts for supplemental positions shall be issued within thirty (30) days of the Board action approving the contract. A teacher offered a supplemental contract pursuant to this provision shall execute and return such written contract to the Treasurer of the Board or his/her designee within the time indicated in the contract; failure to execute and timely return the contract as provided herein shall constitute a rejection of such offer of employment.
5. Any person who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract, for reasons of illness or otherwise, shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding prorated payment at the level of pay as determined by the individual filling such position.

#### **ARTICLE XXIV. HOURLY RATE CERTIFIED EMPLOYEES**

##### **A. Home Instruction**

Home instruction Employees shall meet the same certification required of other Employees. Home instruction positions must be posted following the guidelines for posting in Article VIII Section B. Home instruction Employees shall be paid \$30.00 per hour for the time spent for home instruction.

##### **B. Summer School/After School/Intervention**

Same as above.

#### **ARTICLE XXV. TEACHER TRAINING**

- A. Student Teachers - The Board recognizes the community responsibility for training new teachers. The Superintendent shall enter into agreements with public teacher training institutions of the State to provide arrangements for practice teachers' laboratory experiences. Teachers interested in serving as



supervising teachers shall apply for such positions. The supervising teacher shall receive the full student fee directly from the teacher education institution from which the teacher comes. The supervising teacher will operate under the policy established by the Board which shall be based upon the requirements of the educational institution from which the student teachers are assigned.

B. Resident Educator Program

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

1. Definitions

a. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

b. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

c. Lead Mentor

A Lead Mentor is a trained Mentor who provides professional support to the District's mentors following the guidelines and protocols of the Resident Educator Program. Additionally, the Lead Mentor acts as the coordinator for the District's Mentoring Program. The Lead Mentor will follow all stated guidelines for Mentor Teachers as listed below.

d. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

e. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

2. Mentors

a. Qualifications

- i. The Mentor Teacher should have a minimum of five (5) consecutive years of teaching experience in the District and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.
- ii. A teacher who volunteers to be a Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- iii. The Mentor Teacher must hold a valid teaching certification/licensure and may be assigned to Resident Educators with the same area of certification/license.
- iv. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

b. Selection of Mentor Teachers

Mentor Teacher assignments shall be made by the Superintendent in consultation with the District Lead Mentor. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign an appropriately trained Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

- c. Ideally, Mentors shall have one Resident Educator assigned at a time; but in no case shall a Mentor have more than two (2) Resident Educators at a time.

d. Selection of a Lead Mentor

This position shall be posted annually in accordance with Article VIII and is automatically non-renewed at the end of each school year. The Superintendent shall appoint the Lead Mentor from the interested parties.

3. Compensation

In addition to the mutually agreed upon released time, Mentor Teachers of Year 1 Resident Educators will be paid \$1000 per year; Mentor Teachers of Year 2 Resident Educators will be paid \$750 per year; Mentor Teachers of Year 3 and 4 Resident Educators ("Facilitators") will be paid \$500 per year. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

The District Lead Mentor will be compensated at \$1000 per year. S/he may only be assigned one (1) Resident Educator per year while serving as the District Lead Mentor.

4. General

- a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- b. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- c. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- d. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- e. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- f. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request

or granting of this option and no prejudice or evaluation is to be given any such change.

- g. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- h. Mentor Teachers, including the District Lead Mentor, shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

C. New Teacher Orientation

Employees new to the District may be required to attend up to two (2) days of orientation immediately preceding the start of the school contract year. If more than one day is required, the Association will be provided a block of two and one-half (2-1/2) hours for a new teacher luncheon/orientation.

**ARTICLE XXVI. HUBBARD EDUCATION ASSOCIATION RIGHTS**

- A. All School Board minutes shall be emailed to the Association members as soon as they are approved by Board action. A copy of the agenda of each regular Board meeting shall be hand delivered or emailed to the Association President or his/her assigned representative by noon on the day of the meeting. The Association President or his/her assigned representative shall be advised as soon as possible of all special Board meetings.
- B. The Board and Administration agree that all bargaining unit members are free to exercise their individual and collective rights contained in this agreement free from fear of individual reprisal for the good faith exercise of these rights. The Board and the Administration further agree that there will be no reprisals taken against members of the bargaining unit for good faith actions taken relative to negotiations and/or membership, representation and/or holding office in the Association, and for the formal filing of a grievance.
- C. Association activities shall be allowed during the lunch period providing there will be no disruption of classes or of assigned staff duties.
- D. Three (3) selected representatives of the Association shall be permitted to use three (3) days each to attend affiliated meetings, conferences or conventions.
- E. The Association will have the right to use school buildings with prior notification to the Building Principal's office, providing the Board of Education does not incur any additional expense for such meeting.

- F. The Board shall provide one bulletin board at a mutually agreeable location at each school building for the exclusive use of the Association.
- G. The Association shall have the right to use inter-school and teacher mailboxes to distribute materials to teachers.
- H. The Association will be provided with the names and addresses of all new teachers and retiring teachers as soon as such information is available.

I. Records

The Association has the right to request and to receive records that are not classified from the School Board. The Association will bear the cost of all materials requested from the Board.

J. Calendar

The calendar shall be discussed and a suggestion made by the Labor/Management Committee prior to the Superintendent making a recommendation to the Board for a new calendar. While the Board retains the right to make up any and all calamity days missed beyond five (5), the parties will meet for the purpose of discussing when and how such days/hours will be made up.

- K. The Association shall notify each building principal of all Association monthly meetings. All association representatives shall be excused from any after school activity to attend the meeting unless that representative has a supplemental contract.

**ARTICLE XXVII. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY**

In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment, either be members of the Association or share in the financial support of the Association by paying to the Association a representation fee equivalent to the amount of dues uniformly required of members of the Association in the manner described below. These deductions shall be an exclusive right conferred upon HEA, as the recognized representative of the certified personnel, as defined in RECOGNITION contained herein.

- A. Each member shall submit a membership form to the Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The Treasurer shall have the form prior to making deductions.
  - 1. The deductions shall be made equally, except, the last deduction may be adjusted accordingly, from each biweekly paycheck for eighteen (18)

consecutive pays, commencing with the first pay in October. The money shall be sent to the Association Treasurer within fifteen (15) days of the deduction.

2. These deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the Employee, by October 1 of each year, the amount to be deducted for that year.
  3. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted, along with a complete description by name of the amount deducted.
- B. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the HEA, 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.
1. 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 Treasurer of the Board 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.
  2. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of 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:
    - Sixty (60) days employment in a bargaining unit position which shall be the required probationary period, or
    - January 15.
  3. The Treasurer of the Board 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.

4. 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.
  5. The Association represents to the Board that an internal rebate procedure has been established in accordance with Article 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 Constitutions of the United States and the State of Ohio.
  6. Upon timely demand, non-members may apply to the Association for an advance/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- C. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  2. The Association shall reserve the right to designate counsel to represent and defend the Employer.
  3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association, or its affiliates, to intervene as a party if it so desires; and/or (3) not to oppose the Association, or its affiliates', application to file briefs "amicus curiae" in the action.
  4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## **ARTICLE XXVIII. LABOR/MANAGEMENT JOINT COMMITTEES**

- A. Labor/Management Council - In order to facilitate communication and professionalism among and between members of the bargaining unit and the administration and Board, and for the purpose of providing a forum for the open and mutual exchange of concerns affecting the total educational program of the

District, the parties agree to establish a Labor Management Council. The Association will determine its representatives on the Council, whose numbers shall not exceed five (5), and the Superintendent shall designate, in addition to him/herself, others from the administration and/or Board, not to exceed four (4). Unless otherwise agreed, the Council will meet on a monthly basis. The first meeting will be called by the Superintendent within thirty (30) days of the final adoption of this Agreement. At such time, the Council will consider a permanent meeting schedule and address issues relating to the manner of its operation consistent with the purposes set forth above. The Labor/Management Council shall discuss and suggest the calendar for the subsequent year.

- B. Building Advisory Board - In order to facilitate communication and professionalism among and between members of the bargaining unit and the administration of each building, and for the purpose of providing a forum for the open and mutual exchange of concerns affecting the educational program of each building, the parties agree to establish Building Advisory Boards in each building.

The Building Advisory Board shall consist of building administrators, HEA elected building representatives assigned by the Association with additional staff representatives to be determined by the building administrator. This Board shall not exceed twelve members.

The Building Advisory Board shall meet every other month or at the request of any member of the Building Advisory Board. All members of the Board may submit items to be on the agenda. Agenda items which pertain to certified staff only may be discussed at the end of a meeting after noncertified members have been dismissed.

- C. Hubbard Professional Development Committee (HPDC) - There shall be a Hubbard Professional Development Committee (HPDC) consisting of eight (8) members who are employees of the Board. Six (6) of the members shall be members of the Association. Non-bargaining unit members of the HPDC will be appointed by the Superintendent.

1. Individual Professional Development Plan (IPDP)

Those individuals who plan to renew or transition their current certificate/license must have a professional learning plan approved by the HPDC. A professional learning plan is a goal statement which can be met through professional development activities such as coursework, continuing education units or equivalent activities (local activity units/PDU's), which relate to classroom teaching and/or areas of licensure. These activities will account for completion of requirements for the professional license renewal. A goal for the IPDP is to be accomplished



during the period for license renewal. Professional learning activities which may satisfy a goal on an IPDP include: seminars, workshops, conferences, course work, and the professional activities which are connected to theory, practice, professional improvement or a degree program, subject to prior approval by the HPDC.

2. Meetings of the HPDC The HPDC shall meet as needed. Certified/licensed association members of the committee not including the chairperson, shall be given the option of receiving PDU's equivalent to one semester hour a year or choosing reimbursement at a flat rate of \$1000 for serving on the HPDC.

The chairperson of the HPDC shall be given the option of receiving PDU's equivalent to one semester hour a year plus a \$500 stipend or the chairperson may elect to receive a stipend of \$1,500 per year.

All members, including the chairperson, of the HPDC must attend at least 75% of all scheduled HPDC meetings to be eligible for any of the above stipends or their equivalent semester hours.

3. All meetings of the HPDC regarding personnel shall be in executive session with the vote taken in public session. Minutes of meetings and records of actions and proceedings of the HPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies. A quorum, necessary to conduct HPDC business, shall be four (4) members. A majority of three (3) of the members must agree upon any proposal for it to be approved.
4. Duties and Powers of the HPDC The duties of the HPDC shall be limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees and to the adoption and amendment of its constitution and bylaws governing its operations and reflecting the mission of the HPDC and a policy for appeal.
5. The HPDC may approve PDU credit for HPDC training completed which is offered by the county or the state. Such credit shall be available to any member of the HPDC or to other employees. The HPDC shall set other PDU credit based upon criteria determined by the HPDC.
6. The bylaws of the HPDC shall include provisions for the appeal of the HPDC decisions denying the approval of IPDP's. Such appeals may be made by the affected employee only. As an alternative, the individual may utilize any other appeals process that is made available by such professional organization, providing there is no cost to the school district.

The appeals process provided in HPDC bylaws shall not preclude any appeals process established under state law, but must be the first one pursued. A decision of the HPDC or of anybody that hears an appeal shall not be subject, in whole or in part to any portion of the grievance procedure as set forth in the negotiated agreement.

7. Members of the HPDC shall be indemnified for action related to the proper performance of their duties as members of the HPDC, should such indemnification be permissible under the school district's liability plan.
8. If the administrative members request it, the HPDC shall become a majority of administrators when approving the IPDP of administrators. This shall be accomplished by two teacher members not voting in the process. In this instance, the necessary quorum will be reduced to three (3) members and the majority necessary to approve will be reduced to two (2) members.

#### **ARTICLE XXIX. FILING AND MAINTENANCE OF TEACHING CERTIFICATES/LICENSES**

- A. Members of the bargaining unit shall be responsible for filing with the Superintendent the appropriate certificate(s)/license(s) that relate to his/her assignment with the Hubbard Exempted Village Schools, and any other certificate(s)/license(s) for subjects or grade levels which a bargaining unit member wishes to be considered by the Board. Certificates/licenses issued by the Ohio Department of Education shall be provided to the employer within fifteen (15) days of receipt of such certificate(s)/license(s) or at such other times as may be required by the terms of this contract to be considered. No right or privilege shall be asserted by a member of the bargaining unit by reason of any certificate/license not filed by the member as provided herein.
- B. It shall be the responsibility of the member to apply and qualify for the renewal of any certificate(s)/license(s) that relates to his/her current teaching assignment and prior year's assignment in a timely fashion and to file such certificate(s)/license(s) with the Superintendent. On or before September 1 of the calendar year prior to expiration of certificates/licenses properly on file, the Superintendent or designee will notify members in writing of the expiration date of said certificates/licenses. If a member permits any certificate/license to expire, without renewal, or fails to file a certificate/license with the Superintendent as set forth in this Article, such member will be deemed to have forfeited any right to later "activate" such certificate/license for the purpose of avoiding a suspension under Article XVI.

If an employee has applied for a certificate/license renewal or upgrade, but the certificate/license has not been received, the employee shall teach but pay will

be withheld until the certificate/license is received, up to a maximum of thirty (30) days. A teacher holding an initial contract to teach, may receive payment for up to two months while awaiting a certificate/license.

### **ARTICLE XXX. EFFECTS/DISTRIBUTION**

- A. This Agreement constitutes the entire Agreement between the Hubbard Board of Education and the Hubbard Education Association on all negotiated issues. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, but otherwise neither party shall have duty to negotiate with respect to any matter during any such period.
- B. If any provisions of the Agreement or any application of this Agreement to any Employee or group of Employees shall be found to be contrary to law, then such provision for application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- C. Within thirty (30) days after this Agreement is signed, it will be placed on the District Website. Any bargaining unit member requesting a copy of the Agreement will be provided with same by the Board.
- D. The Board shall not discriminate against any Employee on the basis of race, age, creed, color, religion, national origin, gender, marital status, or handicap.

### **ARTICLE XXXI. MISCELLANEOUS**

The following statements are to be considered part of this contract:

- A. Certificated/Licensed tutors hired to do in-school tutoring will be paid on an hourly basis with the hourly wage calculated at the amount of the B-0 salary step, divided by 182 days, divided by 7.25.

The above-stated provision is to be taken as evidence that any tutor hired by the Hubbard Schools has been bargained for and that this provision satisfies the provisions of the law that applies to tutors.

- B. The Board shall continue in its endeavor to meet the goal of providing staff and students with a safe and healthy educational environment. In accomplishing this goal, the Board recognizes its obligation to comply with applicable federal, state and local provisions relating to health, safety and environmental conditions.

Accordingly, the Board will provide any required equipment, training and/or instruction.

If a bargaining unit member feels that working conditions have become unsafe or unhealthful, he/she should immediately report the situation to the appropriate administrator. Bargaining unit members may be temporarily reassigned to other locations and/or duties where circumstances so warrant as determined by the administration.

- C. The Association encourages employees to be in attendance, when practical, on calamity days if the building is open and administrators are in attendance.
- D. The parties agree that a component of professionalism relates to appropriate employee dress and appearance.

**ARTICLE XXXII. DURATION**

This contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2017.

**HUBBARD EDUCATION ASSOCIATION**

By *Laura Maly*  
Negotiations Team Chairperson

*Andrea Stoj*  
President, HEA

**BOARD OF EDUCATION  
HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT**

By *Donald Powell*  
President

*Raymond W. Solomon*  
Superintendent

*Rhoncla L. Baldwin*  
Treasurer

Date Signed *October 21, 2014*

**APPENDIX A-1**  
**HUBBARD SALARY SCHEDULE 2014-2015**

<b>Exp.</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+30</b>
<b>0</b>	32,478 1.00000	34,264 1.05500	36,051 1.11000	37,837 1.16500
<b>1</b>	34,264 1.05500	36,051 1.11000	37,837 1.16500	39,623 1.22000
<b>2</b>	36,051 1.11000	37,837 1.16500	39,623 1.22000	41,409 1.27500
<b>3</b>	37,837 1.16500	39,623 1.22000	41,409 1.27500	43,196 1.33000
<b>4</b>	39,623 1.22000	41,409 1.27500	43,196 1.33000	44,982 1.38500
<b>5</b>	41,409 1.27500	43,196 1.33000	44,982 1.38500	46,768 1.44000
<b>6</b>	43,196 1.33000	44,982 1.38500	46,768 1.44000	48,555 1.49500
<b>7</b>	44,982 1.38500	46,768 1.44000	48,555 1.49500	50,341 1.55000
<b>8</b>	46,768 1.44000	48,555 1.49500	50,341 1.55000	52,127 1.60500
<b>9</b>	48,555 1.49500	50,341 1.55000	52,127 1.60500	53,913 1.66000
<b>10</b>	50,341 1.55000	52,127 1.60500	53,913 1.66000	55,700 1.71500
<b>11</b>	52,127 1.60500	53,913 1.66000	55,700 1.71500	57,486 1.77000
<b>12</b>	53,913 1.66000	55,700 1.71500	57,486 1.77000	59,272 1.82500
<b>13</b>	55,700 1.71500	57,486 1.77000	59,272 1.82500	61,059 1.88000
<b>14</b>			61,059 1.88000	62,845 1.93500
<b>18</b>	57,486 1.77000	59,272 1.82500	62,845 1.93500	64,631 1.99000
<b>23</b>	59,272 1.82500	61,059 1.88000	64,631 1.99000	66,418 2.04500
<b>27</b>	61,059 1.88000	62,845 1.93500	66,418 2.04500	68,204 2.10000

**APPENDIX A-2**  
**HUBBARD SALARY SCHEDULE 2015-2016**

<b>Exp.</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+30</b>
<b>0</b>	33,128 1.00000	34,950 1.05500	36,772 1.11000	38,594 1.16500
<b>1</b>	34,950 1.05500	36,772 1.11000	38,594 1.16500	40,416 1.22000
<b>2</b>	36,772 1.11000	38,594 1.16500	40,416 1.22000	42,238 1.27500
<b>3</b>	38,594 1.16500	40,416 1.22000	42,238 1.27500	44,060 1.33000
<b>4</b>	40,416 1.22000	42,238 1.27500	44,060 1.33000	45,882 1.38500
<b>5</b>	42,238 1.27500	44,060 1.33000	45,882 1.38500	47,704 1.44000
<b>6</b>	44,060 1.33000	45,882 1.38500	47,704 1.44000	49,526 1.49500
<b>7</b>	45,882 1.38500	47,704 1.44000	49,526 1.49500	51,348 1.55000
<b>8</b>	47,704 1.44000	49,526 1.49500	51,348 1.55000	53,170 1.60500
<b>9</b>	49,526 1.49500	51,348 1.55000	53,170 1.60500	54,992 1.66000
<b>10</b>	51,348 1.55000	53,170 1.60500	54,992 1.66000	56,815 1.71500
<b>11</b>	53,170 1.60500	54,992 1.66000	56,815 1.71500	58,637 1.77000
<b>12</b>	54,992 1.66000	56,815 1.71500	58,637 1.77000	60,459 1.82500
<b>13</b>	56,815 1.71500	58,637 1.77000	60,459 1.82500	62,281 1.88000
<b>14</b>			62,281 1.88000	64,103 1.93500
<b>18</b>	58,637 1.77000	60,459 1.82500	64,103 1.93500	65,925 1.99000
<b>23</b>	60,459 1.82500	62,281 1.88000	65,925 1.99000	67,747 2.04500
<b>27</b>	62,281 1.88000	64,103 1.93500	67,747 2.04500	69,569 2.10000

**APPENDIX A-3**

**HUBBARD SALARY SCHEDULE 2016-2017**

<b>Exp.</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+30</b>
<b>0</b>	33,459 1.00000	35,299 1.05500	37,139 1.11000	38,980 1.16500
<b>1</b>	35,299 1.05500	37,139 1.11000	38,980 1.16500	40,820 1.22000
<b>2</b>	37,139 1.11000	38,980 1.16500	40,820 1.22000	42,660 1.27500
<b>3</b>	38,980 1.16500	40,820 1.22000	42,660 1.27500	44,500 1.33000
<b>4</b>	40,820 1.22000	42,660 1.27500	44,500 1.33000	46,341 1.38500
<b>5</b>	42,660 1.27500	44,500 1.33000	46,341 1.38500	48,181 1.44000
<b>6</b>	44,500 1.33000	46,341 1.38500	48,181 1.44000	50,021 1.49500
<b>7</b>	46,341 1.38500	48,181 1.44000	50,021 1.49500	51,861 1.55000
<b>8</b>	48,181 1.44000	50,021 1.49500	51,861 1.55000	53,702 1.60500
<b>9</b>	50,021 1.49500	51,861 1.55000	53,702 1.60500	55,542 1.66000
<b>10</b>	51,861 1.55000	53,702 1.60500	55,542 1.66000	57,382 1.71500
<b>11</b>	53,702 1.60500	55,542 1.66000	57,382 1.71500	59,222 1.77000
<b>12</b>	55,542 1.66000	57,382 1.71500	59,222 1.77000	61,063 1.82500
<b>13</b>	57,382 1.71500	59,222 1.77000	61,063 1.82500	62,903 1.88000
<b>14</b>			62,903 1.88000	64,743 1.93500
<b>18</b>	59,222 1.77000	61,063 1.82500	64,743 1.93500	66,583 1.99000
<b>23</b>	61,063 1.82500	62,903 1.88000	66,583 1.99000	68,424 2.04500
<b>27</b>	62,903 1.88000	64,743 1.93500	68,424 2.04500	70,264 2.10000



**APPENDIX B**

**PAYROLL CALENDAR**

<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
9/5/2014	9/4/2015	9/2/2016
9/19/2014	9/18/2015	9/16/2016
10/3/2014	10/2/2015	9/30/2016
10/17/2014	10/16/2015	10/14/2016
10/31/2014	10/30/2015	10/28/2016
11/14/2014	11/13/2015	11/11/2016
11/28/2014	11/27/2015	11/25/2016
12/12/2014	12/11/2015	12/9/2016
12/26/2014	12/25/2015	12/23/2016
1/9/2015	1/1/2016	1/6/2017
1/23/2015	1/15/2016	1/20/2017
2/6/2015	1/29/2016	2/3/2017
2/20/2015	2/12/2016	2/17/2017
3/6/2015	2/26/2016	3/3/2017
3/20/2015	3/11/2015	3/17/2017
4/3/2015	3/25/2016	3/31/2017
4/17/2015	4/8/2016	4/14/2017
5/1/2015	4/22/2016	4/28/2017
5/15/2015	5/6/2016	5/12/2017
5/29/2015	5/20/2016	5/26/2017
6/12/2015	6/3/2016	6/9/2017
6/26/2015	6/17/2016	6/23/2017
7/10/2015	7/1/2016	7/7/2017
7/24/2015	7/15/2016	7/21/2017
8/7/2015	7/29/2016	8/4/2017
8/21/2015	8/12/2016*	8/18/2017

APPENDIX C-1

**HUBBARD EDUCATION ASSOCIATION**  
**GRIEVANCE FORM – 1**

Name of Grievant \_\_\_\_\_ Grievance Number \_\_\_\_\_

Building/Assignment \_\_\_\_\_ Date \_\_\_\_\_

**FORMAL GRIEVANCE STEP 1**

A. Date Grievance Occurred \_\_\_\_\_

B. Met informally with: \_\_\_\_\_ Date: \_\_\_\_\_

C.1. Statement of Grievant\*

(Include the Article or Articles of the Agreement which have allegedly been violated, misinterpreted and/or misapplied and clearly identify the facts upon which the grievance is based)

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2. Relief Sought\* - state the precise remedy requested:

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Signature of Grievant: \_\_\_\_\_ Date \_\_\_\_\_

E. Disposition by the Principal \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Note: Must be filed within 15 work days of occurrence.**

\*Attach additional pages as necessary.

APPENDIX C-2

**HUBBARD EDUCATION ASSOCIATION**  
**GRIEVANCE FORM – 2**

Name of Grievant \_\_\_\_\_ Grievance Number \_\_\_\_\_

Building/Assignment \_\_\_\_\_ Date \_\_\_\_\_

**SUPERINTENDENT LEVEL - STEP 2**

A. I am dissatisfied with the disposition of the grievance at Step 1 and hereby request a hearing at Step 2.\*

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

B. Date Received by the Superintendent \_\_\_\_\_

C. Disposition by the Superintendent \*\* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFIED MAIL NO.  
HAND DELIVERY (DATE & INITIAL) \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\*Attach a copy of the completed Grievance Form Step 1 to this form.

\*\*Attach additional pages as necessary.

**NOTE: FILE WITHIN 5 WORK DAYS OF RESPONSE AT STEP 1 OR 15 WORK DAYS FROM DATE OF MEETING WITH ADMINISTRATOR(S) (WHICHEVER IS EARLIEST).**

APPENDIX C-3

**HUBBARD EDUCATION ASSOCIATION**  
**GRIEVANCE FORM – 3**

Name of Grievant \_\_\_\_\_ Grievance Number \_\_\_\_\_

Building/Assignment \_\_\_\_\_ Date \_\_\_\_\_

**APPEAL TO BOARD OF EDUCATION - STEP 3**

A. \_\_\_\_\_ I am dissatisfied with the disposition of the grievance at Step 2 and hereby request a hearing at Step 3.\*

or

\_\_\_\_\_ I am dissatisfied with the disposition of the grievance at Step 2 and hereby waive Step 3 and therefore am moving to Step 4, Arbitration.

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

B. Date Received by Board of Education \_\_\_\_\_

C. Disposition by Board of Education \*\* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFIED MAIL NO. \_\_\_\_\_

HAND DELIVERED TO TREASURER'S OFFICE FOR PRESIDENT OF THE BOARD:  
(DATE & INITIAL) \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\*Attach copies of completed Grievance Form Step 1 and Step 2 to this form.

\*\*Attach additional pages as necessary.

**NOTE: FILE WITHIN 5 WORK DAYS OF RESPONSE AT STEP 3 OR 15 DAYS FROM DATE OF MEETING WITH SUPERINTENDENT (WHICHEVER IS EARLIEST).**

## APPENDIX D

### STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Hubbard Education Association (hereinafter, the “HEA”), and in all extensions and renewals thereof.

This policy has been developed in consultation with the HEA.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District teachers and administrators for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. The Superintendent shall appoint the administrators on this committee and the HEA shall select teachers to serve on this committee. Policy changes which affect terms and conditions of employment may only be implemented after bargaining to the extent required by law.

### DEFINITIONS

“**OTES**” - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“**Teacher**” – For purposes of this policy, “teacher” means licensed instructors who spend 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 R.C. 3319.22, 3319.26, 3319.222 or 3319.226;  
or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the HEA.

Beginning the 2014-2015 school year, the Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy

**"Credentialed Evaluator"** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. Meets the eligibility requirements under R.C. 3319.111(D); and
- B. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. Has completed State sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. District administrators shall serve as these credentialed evaluators. These administrators will not be hired for the sole purpose of completing evaluations.

**"Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

**"Evaluation Factors"**– refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

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

**"Evaluation Instruments"** – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

**"Evaluation Procedure"** – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

**"Evaluation Rating"** – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

**"Core Subject Area"** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"Student Growth"** – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives" ("SLOs")** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** – student growth measures that can be attributed to a group.

**"Teacher Performance"** – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**"Teacher-Student Data Linkage" (TSDL)** – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of

students' achievement scores for the purpose of attributing student growth to that teacher.

**“Value-Added”** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

**“Vendor Assessment”** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

**“Student Growth Measure (SGM)”**: A unit of academic growth projected for a student over a specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

**“Retention”** for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

**“Promotion”** as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**“Comparable Evaluations”** – Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, the Summative evaluation ratings are Accomplished, Skilled, Developing and Ineffective.

### **STANDARDS BASED TEACHER EVALUATION**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.



Each teacher evaluation will result in an effectiveness rating of:

- Accomplished;
- Skilled;
- Developing; or
- Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually file a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein. Any modifications to these percentages must be in accordance with the Ohio Revised Code and in consultation with the Evaluation Committee.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. Understanding student learning and development and respecting the diversity of the students they teach;
- B. Understanding the content area for which they have instructional responsibility;
- C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. Planning and delivering effective instruction that advances individual student learning;

- E. Creating learning environments that promote high levels of learning and student achievement;
- F. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. Assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

- The Formal Observation Procedure described herein; and
- A series of Informal Observation/Classroom Walkthroughs.

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric". Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, formal and informal observations and any evidence provided by the teacher.

### **Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated not more than once annually based on at least two (2) formal observations and periodic classroom walkthroughs each school year.
- B. Teachers on a limited contract who are under consideration for renewal/non-renewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
- C. Teachers who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.
- D. Teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

- E. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified of the name and position of his or her evaluator. Nothing herein shall prevent the use of other District administrators for observations.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>.

The board shall require at least three formal observations of each teacher who is under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Revised Code. Evaluations for teachers considered for nonrenewal will be completed by June 1<sup>st</sup> and a written notice of non-renewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

### **Formal Observation Procedure**

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. There shall be at least three weeks between formal non-continuous observations unless otherwise agreed by the teacher. Teachers may request specific dates/times for formal observations. The first formal observation should be completed by December 15, but not later than the end of the first semester. The second formal observation should be completed by April 15. All observations will be completed prior to May 1.

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

After the first formal observation any subsequent formal observation shall not take place prior to the completion of the post conference.

- A. All formal observations shall be preceded by a conference between

the evaluator and the employee within five (5) working days of the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix E). At the pre-observation conference, the parties shall agree to the date, class and/or prep for the observation.

- B.
1. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan and afford the teacher the opportunity to provide additional evidence of performance. At the post-observation conference teachers shall be provided at least one (1) area of reinforcement and at least one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.
  2. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.
  3. A teacher may request a formal observation at any time in addition to those required by this procedure.
  4. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
  5. All formal observations shall be announced.

### **Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- evidence of planning;
- lesson delivery;
- differentiation;
- resources;

- classroom environment;
- student engagement;
- assessment; or
- any other component of the standards, rubrics approved for teacher evaluation and district or building improvement plans.

Evaluators will provide teachers with informal notification of the general timeframes when walkthroughs may be taking place.

A walkthrough shall consist of at least 3 consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. The completed form will be shared with the employee within a reasonable amount of time.

The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two (2) work days following the walkthrough.

At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations. The teacher will have the opportunity to write a response if they choose to do so.

No more than ten (10) walkthroughs shall be conducted in each evaluation cycle.

Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

### **REMIEDIATION OF DEFICIENCIES**

Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported to the teacher on the form at the post observation conference.

The evaluator involved shall make written recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

Within five (5) working days of the post-observation conference, the evaluator and teacher shall develop a written plan for remediation of identified deficiencies and such remediation issues shall be added into the teachers growth or improvement plan, including:

- Performance issues documented as deficient; and
- Specific performance rubric expectations.

- Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs will be communicated to the teacher through the standard employees discipline process.

### **ASSESSMENT OF STUDENT GROWTH**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; or
- A. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

<sup>1</sup> After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%)) shall be based on the value-added progress dimension.

<sup>2</sup>For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

<sup>3</sup> If used, only one (1) "shared attribution" measure can be utilized per instructor.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

### **District Approved Assessments**

Assessments used within SLO’s will be District approved. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the assessment should cover all key subject/grade-level content standards.
- No items on the assessment should cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students’ reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.
- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.
- All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the SGM committee.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- Above
- Expected
- Below

For student growth measures, the five (5) levels that count towards the final summative rating of teacher effectiveness:

SLO Scoring Matrix

Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

**STUDENT GROWTH MEASURES (SGM)/STUDENT LEARNING OBJECTIVES (SLO)**

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 15th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

- A. The SGM committee shall review all submitted SLOs by October 15.
- B. Any SLO that is rejected by the SGM Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20th with five (5) work days for the resubmittal of the corrected SLO.
- C. Teachers shall submit all SGM results to his/her evaluator by April-15<sup>th</sup>.
- D. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.



Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e. 2016-2017.

The District may use shared attribution SGM scores as determined in consultation with the Evaluation Committee.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

### **FINAL EVALUATION PROCEDURES**

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

#### **Teacher Performance**

Student Growth		Performance		Final Summative Rating	
• Most Effective (5)	600	• Accomplished (4)	600	• Accomplished	500-600
• Above Average (4)	400	• Skilled (3)	400	• Skilled	300-499
• Average (3)	300	• Developing (2)	200	• Developing	100-299
• Approaching Average (2)	200	• Ineffective (1)	0	• Ineffective	0-99
• Least Effective (1)	0				

The summative evaluation of a teacher shall be based upon student growth measures and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The evaluation report shall be signed by both parties and sent to the Superintendent.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

A teacher shall be given by the District one (1) copy of all information and documents obtained through the evaluation process, at the teacher's request.

### **PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS**

There will be three categories of Growth or Improvement plans:

- A. Teachers with a final summative rating of Accomplished will develop a professional growth plan independently and submit their plan to their credentialed evaluator. The teacher may choose their credentialed evaluator for the evaluation cycle from the list of evaluators provided by the Superintendent. Professional growth plans for a school year shall be developed and submitted not later than September 5<sup>th</sup> of that school year. The professional growth plan shall include the following components:
  - Identification of area(s) for future professional growth;
  - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice; and
  - Outcomes that will enable the teacher to increase student learning and achievement.

- B. Teachers with a final summative rating of will develop a professional growth plan collaboratively with their credentialed evaluator and submit the plan to their credentialed evaluator. The teacher will have input into their credentialed evaluator for the evaluation cycle from a list of evaluators provided by the Superintendent. Professional growth plans for a school year shall be developed and submitted not later than September 5th of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice; and
- Outcomes that will enable the teacher to increase student learning and achievement.

- C. Teachers with a final summative rating of Developing will develop a professional growth plan collaboratively with their credentialed evaluator and submit the plan to their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle. Professional growth plans for a school year shall be developed and submitted not later than September 5<sup>th</sup> of that school year.

- D. Teachers with a final summative rating of Ineffective must comply with an improvement plan developed by their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the district's Board-approved list. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:

- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
- A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan; and
- A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).

- E. The district administration has the discretion to place a teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

### **CORE SUBJECT TEACHERS - TESTING FOR CONTENT KNOWLEDGE**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

### **BOARD PROFESSIONAL DEVELOPMENT PLAN**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### **RETENTION AND PROMOTION DECISIONS/REMOVAL OF POORLY PERFORMING TEACHERS**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/non-renewal of poorly performing teachers.

The removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and any applicable provisions of the collective bargaining agreement in effect between the Board and the HEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the HEA. The evaluation system and procedures set forth in this policy shall not create an expectation of

continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22,  
3319.222, 3319.226  
R.C. 3319.26, 3319.58, 3333.0411  
A.C. 3301-35-03(A)

## Self-Assessment Summary Tool

Name \_\_\_\_\_

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

### Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher; and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><b>Annual Focus</b></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><b>Date</b></p> <p align="center">Record dates when discussed</p>	<p align="center"><b>Areas for Professional Growth</b></p> <p align="center"><b>supports needed, resources, professional development</b></p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><b>Goal 1: Student Achievement/Outcomes for Students</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

*The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.*

## Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)



**Improvement Plan (continued)****Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

## Informal Observation / Walkthrough

Check all items that apply or enter observation notes.

### FOCUS ON LEARNING (Standard 4: Instruction)

- Learning outcomes and goals are clearly communicated to students

### ASSESSMENT DATA (Standard 3: Assessment)

- Teacher employs a variety of formal and informal assessment techniques
- Multiple methods of assessment of student learning are utilized to guide instruction

### PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)

- Lesson content is linked to previous and future learning
- Content presented is accurate and grade appropriate
- Teacher connects lesson to real-life applications

### KNOWLEDGE OF STUDENTS (Standard 1: Students)

- Teacher demonstrates familiarity with students' background knowledge and experiences

### LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)

- Teacher explanations are clear and accurate, and use developmentally appropriate strategies
- Instruction is developmentally appropriate

### DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)

- Instruction and lesson activities are accessible and challenging for students

### RESOURCES (Standard 2: Content; Standard 4: Instruction)

- Varied instructional tools and strategies reflect student needs and learning objectives
- Instructional materials and resources are aligned to instructional purposes

### CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)

- Classroom learning environment is safe and conducive to learning
- Instructional time is used effectively
- Routines support learning goals and activities

### ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)

- Teacher provides students with timely and responsive feedback

Observation Notes:

---

Teacher \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_ Observer \_\_\_\_\_

FOCUS FOR LEARNING		
Standard 4: Instruction	<b>What content will students know/ understand? What skills will they demonstrate?</b>	
ASSESSMENT DATA		
Standard 3: Assessment	<b>What assessment data was examined to inform this lesson planning?</b>	
PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS		
Standard 1: Students Standard 2: Content Standard 4: Instruction	<b>What are the connections to previous and future learning?</b>	
KNOWLEDGE OF STUDENTS		
Standard 1: Students	<b>How is this a developmentally appropriate learning activity?</b>	
LESSON DELIVERY		
Standard 2: Content Standard 4: Instruction	<b>What strategies will be used to make sure all students achieve lesson goals?</b>	

<b>DIFFERENTIATION</b>		
Standard 1: Students Standard 4: Instruction	<b>How will the instructional strategies address all students' learning needs?</b>	
<b>RESOURCES</b>		
Standard 2: Content Standard 4: Instruction	<b>What resources/materials will be used in instruction?</b>	
<b>CLASSROOM ENVIRONMENT</b>		
Standard 1: Students Standard 5: Learning Environment	<b>How will the environment support all students?</b>	
<b>ASSESSMENT OF STUDENT LEARNING</b>		
Standard 3: Assessment	<b>How will you check for understanding during the lesson?</b>	
<b>PROFESSIONAL RESPONSIBILITIES: COLLABORATION &amp; COMMUNICATION</b>		
Standard 6	<b>What is your communication style with students? With families? With colleagues?</b>	
<b>PROFESSIONAL RESPONSIBILITIES; PROFESSIONAL RESPONSIBILITY AND GROWTH</b>		
Standard 7	<b>Discuss ways you reflect and analyze your teaching.</b>	

Teacher \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_ Observer \_\_\_\_\_

Use this form to reflect on the observed lesson. Make sure to bring it to the post-conference with you.

<p>What do you feel went well during this lesson? Explain.</p>	
<p>What would you do differently if teaching this lesson again? Explain.</p>	
<p>Any other reflections/ thoughts about this lesson.</p>	

## Teacher Performance Evaluation Rubric

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

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

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



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

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

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

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

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

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



Domain C: Teaches for Student Learning

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means,  
Providing feedback to students to assist learning, and adjusting, learning  
activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom
- \_\_\_\_\_ C7. Demonstrates knowledge of content

Observer's Comments:

Teacher's Comments:

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Conference Date

*The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.*



APPENDIX E-2

**HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT**  
**TEACHER SUMMATIVE EVALUATION FORM**

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

Appraisal Scale:        A    =    Accomplished  
                              S    =    Skilled  
                              D    =    Developing  
                              I    =    Ineffective  
                              NO =    Not Observed

Starting Time \_\_\_\_\_

Ending Time \_\_\_\_\_

Domain A: Organizes Content Knowledge for Student Learning

- \_\_\_\_\_ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- \_\_\_\_\_ A4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

Domain B: Creates an Environment for Student Learning

- \_\_\_\_\_ B1. Creates a climate that promotes fairness
- \_\_\_\_\_ B2. Establishes and maintains rapport with students
- \_\_\_\_\_ B3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ B4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- \_\_\_\_\_ C1. Makes learning goals and instructional procedures clear to students
- \_\_\_\_\_ C2. Makes content comprehensible to students
- \_\_\_\_\_ C3. Encourages students to extend their thinking
- \_\_\_\_\_ C4. Monitors students' understanding of content through a variety of means, Providing feedback to students to assist learning, and adjusting, learning activities as the situation demands
- \_\_\_\_\_ C5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ C6. Incorporates and implements technology usage in the classroom
- \_\_\_\_\_ C7. Demonstrates knowledge of content

Domain D: Teacher Professionalism

- \_\_\_\_\_ D1. Reflects on the extent to which the learning goals were met
- \_\_\_\_\_ D2. Demonstrates the belief that "I am responsible for teaching all students."
- \_\_\_\_\_ D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- \_\_\_\_\_ D4. Communicates with parents or guardians about student learning
- \_\_\_\_\_ D5. Is punctual to class and has a good attendance record
- \_\_\_\_\_ D6. Dresses appropriately
- \_\_\_\_\_ D7. Maintains and submits in a timely manner accurate records and reports
- \_\_\_\_\_ D8. Grows and develops professionally

Administrator's Comments;

Teacher's Comments:

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Accomplished
- Skilled
- Developing
- Ineffective

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

*The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form. (Additional pages may be used as necessary.)*

**APPENDIX F**

**CONTINUING CONTRACT REQUEST FORM**

In accordance with Article XXII.N of the HEA Master Agreement, complete this form and return to your building principal, with a copy to the Superintendent. Request must be submitted by October 15 of the school year in which the teacher becomes eligible.

I hold a current professional certificate/license (or permanent) in the State of Ohio. I have completed the requirements and semester hours in order to apply for a Continuing Contract.

I hereby request consideration for a continuing contract:

---

Print name here

---

Signature

---

Date

**APPENDIX G**

**HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT**  
**VACANCY/TRANSFER FORM**

To assist in filling those positions to be vacant, please indicate:

1. Name \_\_\_\_\_

2. Present Assignment \_\_\_\_\_

3. Areas of Certification/Licensure \_\_\_\_\_

\_\_\_\_\_

4. Assignments which you have an interest in being transferred to should a vacancy occur  
(Please indicate Position/Building/Grade)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Supplemental positions which you would like to be considered for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: This form will remain on file unless or until you request a removal or amend by filing a new form.**

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**APPENDIX H**

**UNUSED PERSONAL LEAVE**

As an incentive to reduce the use of personal leave, the following is applicable to bargaining unit members: each day of unused personal leave at the end of the school year will be added as an additional day of sick leave to the employee's sick leave accumulation or the employee may select to be remunerated at the rate of \$100 per unused personal day. Payment will be made by the end of June each year.

In order to obtain payment, bargaining unit members must fill out this form and submit it as part of their end of the year checkout process. ***Failure to submit the form at this time will result in an automatic rollover of the employee's unused personal leave into the sick leave.***

I, \_\_\_\_\_ (print name clearly)  
request to be paid for my unused personal days which I understand will not be rolled over into sick leave.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**Verification of Submission on Checkout Day:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

APPENDIX I

**COORDINATION OF BENEFITS (COB) QUESTIONNAIRE**  
**Hubbard Exempted Village School District (HEVSD)**

***Members with or seeking family coverage which includes a spouse  
must complete this form***

(Documenting a Spouse's Access to Employer/Retirement Sponsored Medical Insurance)

- Complete this form – if your spouse is enrolling in the HEVSD Medical Plan.

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HEVSD Employee \_\_\_\_\_ SSN \_\_\_\_\_  
Position \_\_\_\_\_ Bldg./Assignment \_\_\_\_\_  
Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_  
Spouse's Employer \_\_\_\_\_  
Retired from a Public Retirement System? \_\_\_\_\_

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**The HEVSD COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer's group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where he/she is required to pay single/individual coverage costs the spouse less than \$325 per month. Your spouse's claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of HEVSD employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than \$325 per month for single medical and prescription insurance through his/her employer, he/she must complete the insurers "change of coverage" form and return it to the Treasurer's office.**

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**Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: \$ \_\_\_\_\_**  
**Open enrollment period at your spouse's employer (day/month format)**

\_\_\_\_\_

**If your spouse is required to pay less than \$325 per month for single medical and prescription insurance through his/her employer, he/she must complete an insurer's "change of coverage" form and return it to the Treasurer's office.**

**IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE, REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.**

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**SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:**

If my spouse's employment or access to employer sponsored health care status changes in the future, I understand that I am responsible for completing an Enrollment Form and COB Questionnaire within 31 days of the employment status /accessibility to employer sponsored health care or retiree health care change. If an Employee or Dependent (or anyone acting on behalf of either) makes a false statement or intentionally withholds information, and as a result coverage is provided which would otherwise not have been, or claim which would otherwise not be paid is paid, the Plan has the right to: 1) Recover any amounts paid as a result of the misrepresentation, and 2) Terminate coverage immediately.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_