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CONTRACT BETWEEN

THE HILLSDALE LOCAL BOARD OF EDUCATION

AND

THE HILLSDALE EDUCATION ASSOCIATION

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

Page

ARTICLE I - RECOGNITION 1
A. Recognition Statements 1
1. The Association 1
2. The Board 1
3. The Superintendent 1
4. The Instructional Staff 1
B. Bargaining Unit Defined 1

ARTICLE II - NEGOTIATIONS PROCEDURE 2
A. Initiation of Negotiations and Timeline for the Bargaining Process 2
B. Directing Requests 2
C. Representation 2
D. Scope of Bargaining 3
E. The Negotiations Meeting Period 3
F. Agreement 4
G. Dispute Resolution 5
H. General Provisions 7

ARTICLE III - SEVERABILITY 9

ARTICLE IV - GRIEVANCE PROCEDURE 10
A. Definitions 10
B. Procedure 10
C. Rights of the Member to Representation 12
D. Power of the Arbitrator 13
E. Miscellaneous 13

ARTICLE V - SALARY AND FRINGE BENEFITS 14
A. Regular Salary 14
1. Base Salary 14
2. Payment of Salary 14
3. Deadline Notification 14
4. Timelines for Payments to Members 14
5. Regular Salary Schedule and Index 14
a. Index –Effective July 1, 2024 – June 30, 2027 15
b. Effective July 1, 2024 – June 30, 2025 16
c. Effective July 1, 2025 – June 30, 2026 17
d. Effective July 1, 2026 – June 30, 2027 18
6. Severance Pay 19
7. Extended Time 19
8. Placement on Salary Schedule 19
B. Supplemental Pay Schedule 20
C. Fringe Benefits 26
1-3. Jefferson Health Plan 26
4. Health Care Benefits 26

a. Hospital/Surgical 26
b. Major Medical 26
c. Dental Coverage 28
d. Vision Service 29
5. Life Insurance 30
6. Premium Rates 30
7. General Provisions 30
8. Medical Coverage Waiver 31
9. Joint Insurance Committee 31
10. IRS Section 125 Plan 32
11. Annuities 32
12. Flexible Spending Account 32
D. STRS Pick-up With Reduction 32
E. Work Beyond Contract Day/Year 33
F. Tuition Reimbursement 33
G. Background Check Reimbursement 33
H. Athletic and Fine Arts Passes 33

ARTICLE VI - LEAVE PROVISIONS 34
A. Sick Leave 34
B. Leaves of Absence 36
C. Maternity/Paternity Leave 36
D. Personal Leave 37
E. Court Leave 38
F. Association Leave 38
G. Sick Leave Accrual 38
H. Attendance Incentive 38
I. Family Medical Leave Act 39
J. Electronic Leave Form 39
K. Semester Attendance Incentive 39
L. Member Assault Protection Leave 39

ARTICLE VII - CONTRACTS 40
A. Assignment, Posting, and Transfer 40
B. Contracts 43
C. Conditions of Evaluation/Observation less than 50% 46
D. Conditions of Evaluation/Observation 50% or greater 50
E. Ohio School Counselor Evaluation System (OSCES) 63
F. Just Cause Provision 69
G. Reduction in Force (RIF) 70
H. Chronic Communicable Diseases 74
I. Personnel Files 74

ARTICLE VIII - WORKING CONDITIONS 76
A. School Calendar - Length of School Day/Year 76
B. Planning Time/Preparation/Intervention/Collaboration 77
C. Academic Council 77
D. In-service 78

E. Substitution 78
F. Substitutes 80
G. Member Facilities 80
H. Lunch Break 80
I. Professional Work Center 80
J. Classroom Materials Purchasing 80
K. Assigning Grades 80
L. Class Size/Class Load 81
M. Competency and/or Standardized Testing Program for Students 82
N. Access to Building 82
O. Special Education 82
P. Employment Practices 83
Q. Local Professional Development Committee 83
R. Resident Educator Mentoring Program 85
S. Student Detention 87
T. Communications Forum 87
U. Electronic Alternative Learning 88
V. Student Discipline 88
W. Master Teacher Committee 89
X. Administrative Hiring Committee 90
Y. Hiring Process Bargaining Unit Positions 90
Z. Credit Flexibility Program 90
AA. Grade Level Band Advisory Committee 90
BB. College Credit Plus Courses 91
CC. Staff/Teacher Meetings 92
DD. Instructional Coach 92
EE. Preschool Teachers 92

ARTICLE IX - ASSOCIATION RIGHTS 94

ARTICLE X - REHIRING RETIRED TEACHERS 97

ARTICLE XI - DURATION OF AGREEMENT 98

Appendix A - Grievance Form 100

Appendix B - Waiver of Representation Rights 102

Appendix C - Personal Leave Reimbursement Form 103

Appendix D - Leave of Absence Form 104

Appendix E - Evaluation Instrument – Form A 107

Appendix E - Evaluation Instrument – Form B 109

Appendix E - Evaluation Instrument – Form C 111

Appendix F - Severance Pay Form 113

Appendix G - OTES 2.0 Forms 114
Appendix H - Contractual Deadlines 115
Appendix I - Assault Leave Form 116

ARTICLE I - RECOGNITION

A. Recognition Statements

1. The Association

The Hillsdale Local Board of Education, hereinafter called the "Board," hereby recognizes the Hillsdale Education Association (“HEA”), an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code (“ORC”).

2. The Board

The Board is recognized as the locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.

The Association agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the district shall remain exclusively those of the Board unless specifically limited or modified by an express provision or term of this contract, or as provided by Chapter 4117 of the Ohio Revised Code.

3. The Superintendent

The Superintendent is recognized as the executive officer of the school district and the chief advisor of the Board. The Superintendent and his administrative staff have the responsibility of carrying out the Board established policies, the terms of this contract, and the applicable laws of Ohio and the United States.

4. The Instructional Staff

The instructional staff is recognized as having the ultimate responsibility of providing the best possible educational opportunity for the children enrolled in the school district.

B. Bargaining Unit Defined

1. The bargaining unit shall include all teachers and L.D. tutor(s), (hereinafter the member or members) including those teachers who are on an approved leave of absence or in a layoff status, except for the following:

a. Management level employees.

b. Supervisors.

c. Seasonal and casual employees.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations and Timeline for the Bargaining Process

1. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association.

2. The collective bargaining process shall commence no more than one hundred five (105) nor less than sixty (60) days prior to the expiration date of the existing Collective Bargaining Agreement, except as mutually agreed upon, and shall be at a mutually acceptable time within fifteen (15) days of the date that the initiating notice was served, unless the parties mutually agree to a later date.

B. Directing Requests

All requests for negotiation meetings shall be made in writing. The written request for professional negotiations shall include:

1. Date of writing

2. Statement of purpose for meeting

3. Name, address, and phone number of the person to be contacted representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include:

1. Date of writing

2. Recognition of request for a professional negotiations meeting

3. Time, place, and date of a mutually agreeable initial negotiations meeting.

C. Representation

1. Representation at negotiation meetings shall be limited to three (3) designated representatives of the Board and three (3) designated representatives of the Association. Each party shall designate a chief negotiator who shall have authority to speak for his/her party, and who shall be in attendance at all negotiating meetings unless notification is given to the chief negotiator of the other party at the earliest possible time. Representation shall be at the discretion of the appointing party.

2. Each party may have two (2) observers who may also function as consultants.

3. Assistance and study committees

   a. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

   b. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

D. Scope of Bargaining

The scope of bargaining shall be in accordance with ORC 4117. Negotiable matters shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

E. The Negotiations Meeting Period

1. The first negotiations session shall be held within fifteen (15) days of the date listed on the initial request for negotiations, unless the parties mutually agree to a later date.

   a. At the initial meeting the parties shall submit in writing their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto. During the initial and subsequent meetings, the Board's representative(s) and the Association's representative(s) shall present relevant data, exchange points of view, and make proposals and counterproposals.

      Upon reasonable request, the Superintendent and/or the Treasurer of the Board shall make all pertinent records and information available for study by the Association.

   b. Proposals shall specify in form and detail that to which agreement is sought in terms acceptable to the proponent without clarification and supplementation which if agreed to by the other party shall express the full agreement between the parties with respect thereto.

2. Negotiation meetings shall be in executive session.

3. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiation team and set aside.

4. Summary records of each negotiations session may be kept by either party. It will be the responsibility of each party to make arrangements for such record keeping as it may deem necessary.

5. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see number 3) has been followed. A recess shall be for no more than seventy-two (72) hours unless extended by mutual consent.

6. Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

7. Prior to and during negotiations, the Board agrees to provide to the Association upon written request and within a reasonable time period essential information concerning the financial resources of the school district and such other information as may assist the Association in developing intelligent and accurate proposals.

8. The negotiations bargaining teams shall meet for the purpose of participating in "good faith" negotiations.

9. While negotiations are in process, news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing, and each team shall approve and sign a copy of the statement prior to release. No oral interpretation or communications of any kind will be given to the news media prior to a declaration of impasse by either party.

10. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.

11. During a negotiations session, items on the agenda may be tabled or temporarily set aside if both teams agree. These tabled items shall receive first consideration at the next scheduled negotiations session.

12. Members of the respective negotiations team have the power and authority to negotiate, that is, to make proposals, consider proposals, and make concessions in the course of discussion(s).

13. During the course of the negotiations meeting, joint study committees may be created by mutual consent of the negotiations teams. Members of the study committee will be determined by members of the negotiations teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings.

F. <u>Agreement</u>

Final agreement reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Association to the membership for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for adoption or rejection. The Board

must make said adoption or rejection within fifteen (15) calendar days of the date of member ratification.

Copies of this agreement shall be printed and available to the Association President within thirty (30) days of the adoption of a new agreement and/or modification(s) of the existing agreement. Copies for each bargaining unit member plus twenty (20) extra copies shall be produced. The cost of duplicating such copies shall be shared equally by the Board and the Association.

If the agreement is ratified by the Association and adopted by the Board, it shall be noted in the minutes of the Board and shall become a part of the contract between the Board and the Association. Said contract shall be signed by a representative(s) of each party.

G. Dispute Resolution

1. The parties pledge themselves to negotiate in "good faith" and in the event agreement is not reached to utilize in "good faith" such mediatory procedures as are provided herein.

2. Impasse

The following impasse procedure shall be used by the parties. Either step (advisory arbitration or mediation) may be used individually or jointly as the parties mutually agree.

a. Arbitration

1) If in the course of negotiations either or both of the parties determines that an impasse exists (persistent disagreement) on items not tentatively agreed upon, then impasse shall be declared on those items and the arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS) and such rules shall likewise govern the hearing proceeding(s).

2) A declaration of impasse shall be in writing and shall be delivered to the Superintendent of schools if the impasse is initiated by the Association. The written declaration of impasse shall be delivered to the President of the Association if initiated by the Board. Within five (5) school days, or seven (7) calendar days if during the summer recess, of the declaration of impasse, a joint request will be made to the Federal Mediation and Conciliation Service (FMCS) for an arbitrator.

3) The arbitrator shall arrange to hold necessary hearings for the purpose of hearing the positions of both parties on items at impasse.

4) Following such hearing, the arbitrator will make a recommendation for settlement in writing to the bargaining teams. The teams may meet at least once to review and clarify the recommendation if both teams agree that a meeting is necessary.

5) Within ten (10) days of the meeting(s) referred to in number 4) above or receipt of the recommendation if no meetings are scheduled, the recommendation of the arbitrator shall be submitted to the Association membership for acceptance or rejection. If the recommendation is accepted, said recommendation shall be added to the package of previously agreed to items (tentative) and this total package shall be accepted or rejected by the Association membership. The Treasurer shall be notified of the results of the aforementioned meeting within forty-eight (48) hours.

6) If the Association has ratified both the arbitrator's recommendation and the total package, the Board shall meet in regular session or special session within ten (10) days after formal notification to adopt or reject the arbitrator's recommendation and the total negotiations package in accordance with the following procedures:

   a) The Board shall first accept or reject the arbitrator's recommendation.

   b) If the arbitrator's recommendation is accepted, the Board shall then accept or reject the total negotiations package (previously agreed to tentative agreements plus arbitrator's recommendation).

7) If the Association fails to ratify or the Board fails to adopt the results of negotiations, the arbitrator's report may be made public.

8) The arbitrator's recommendation shall be advisory and not binding.

9) Costs and expenses which may be incurred in securing and utilizing the services of the arbitrator shall be shared equally by the Board and the Association.

b. Mediation

The Board and the Association may mutually agree, at any time after impasse occurs, to formally request that the Federal Mediation and Conciliation Service (FMCS) intervene and appoint a mediator, in accordance with its rules, to assist the parties until such dispute is resolved.

3. In the event the parties are unable to reach agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code.

H. General Provisions

1. Individual and Organizational Rights

a. Fair Practice Clause -- The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.

b. The Board reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or member in terms of wages, hours, or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, and/or Association activity.

c. The patterns, practices, and procedures of the Hillsdale Local School District shall apply uniformly to members except as may be provided for in this Agreement.

d. Individuals have the right to join or not to join any organization for their professional or economic improvement.

e. The Association shall admit to membership all members in accordance with the Constitution and Bylaws of the Hillsdale Education Association.

f. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

2. Definitions

Sole and Exclusive Representative - The exclusive representatives granted such status, shall be recognized by the Board as the official voice of all members. The exclusive representative shall represent members regardless of their race, color, creed, national origin, sex, age, or marital status.

Management Level Employees - "Management Level Employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration. Assistant superintendents, principals, and assistant principals whose employment is governed by Section 3319.02 of the Revised Code, are management level employees.

Supervisor - "Supervisor" means any individual who has authority, in the interest of the Board, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline members; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Teacher - "Teacher" means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisors, superintendents, or in any other educational position for which the State Board of Education requires certification including persons having a certificate issued pursuant to Sections 3319.22 to 3319.31, inclusive, of the Revised Code and employed in an educational position, as determined by the State Board of Education, under program provided for by federal acts or regulations and financed in whole or in part from federal funds, but for which no certification requirements for the position can be made under the provisions of such federal acts or regulations.

Teacher as Supervisor or Management Level Employee

a. No teacher as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor or a management level employee unless he/she is employed under a contract governed by Sections 3319.01, 3319.011, or 3319.02 of the Revised Code and assigned to a position for which a certificate is required by Divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code or is a supervisor certified under Division (I) of Section 3319.22 of the Revised Code.

b. Members who are department chairpersons or consulting teachers shall not be deemed supervisors.

Negotiations - To confer, discuss, propose, consider, make concessions, and counterproposals in "good faith" and in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in "good faith." Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

Negotiations Session - The actual conferring of the representatives of the Board and the Association.

Executive Session - A meeting with admittance to be limited to the participants calling the meeting or the provisions for such a session as provided for in this negotiations procedure.

Recess - The period of time between negotiations sessions once the negotiations meeting period has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours unless mutually agreed by both negotiations teams.

Caucus - A limited break in the negotiations session of not more than thirty (30) minutes unless a longer time period is mutually agreed to.

Day - A calendar day.

Good Faith - "Good faith" implies an honest attempt to reach accord. "Good faith" requires response and reason. "Good faith" demands the power at the table to make decisions and commitments which both teams have every reason to believe will be supported by the parties represented.

News Release - A report on the status of negotiations, given directly to public news media personnel, i.e., the newspaper, radio, or television news bureaus.

Progress Report - Reports made to the Board or the Association while negotiations are in process.

Ad Hoc Study Committee (Joint Study Committee) - A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiations teams in coming to a mutual agreement. The responsibility of such a study committee shall be determined by the negotiations teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation or compliance to members of the negotiations teams.

Advisory Panel - A panel of three (3) persons, one (1) representative of the Board, one (1) representative of the Association, and one (1) person selected by the previously stated two (2) persons, none of whom are to be members of the Board or employees of the Board.

The purpose of the advisory panel is to study the negotiations proceedings leading to an impasse. The findings of the advisory panel are advisory only but should be given fullest consideration by the members of the parties involved.

Impasse - Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations team is taking place and agreement is not reached.

3. Amendment Procedure - This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article II, Parts F and G.

ARTICLE III - SEVERABILITY

The provisions of this contract supersede and prevail over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), and all policies, rules, and regulations of the Board. However, should any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision

herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days for the purpose of renegotiating only the specific provision(s) held to be contrary to law utilizing the provisions of Article II, Section F when agreement is reached and Section G when agreement is not reached within ten (10) days.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

2. A grievant shall mean a member, a group of members, 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 identical circumstances affecting each member of said group.

3. A "party of interest" is the member(s) or the Association making the claim and any member who might be required to take action against or against whom action might be taken in order to resolve the claim.

4. The reference to "days" in this article shall be considered school days.

B. Procedure

1. Informal

Any member having a grievance shall first discuss such grievance with his/her grade level principal. Discussion must occur within twenty-five (25) days of the act or condition which is the basis for the grievance. If the grievance is not resolved to the satisfaction of the grievant, he/she may proceed to the formal procedure.

2. Formal

Step One: If the discussion (informal) does not resolve the grievance to the satisfaction of the member, such member shall have the right to lodge a written grievance with such member's grade level principal within five (5) days of the conclusion of the informal discussion(s). The written grievance shall be on a standard form supplied by the Board or the Association and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted, or misapplied.

A copy of such grievance shall be filed with the Superintendent and the President of the Association. The member shall have a right to request a hearing before the grade level principal. Such a hearing shall be conducted within five (5) days after receipt of such request. The aggrieved member shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.

The grade level principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the member, the Superintendent, and the President of the Association.

Step Two: If the action taken by the grade level principal does not resolve the grievance to the satisfaction of the member, such member may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed an acceptance of the principal's action. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The aggrieved member shall have the right to be represented at such hearing by counsel or by a representative of his/her member organization.

The Superintendent shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the member, the grade level principal, and the President of the Association.

Step Three -- School Board: In the event the aggrieved member is not satisfied with the disposition of his/her grievance at Step Two, or in the event no decision has been rendered within five (5) days following the hearing with the Superintendent or his/her designee, he/she may file the grievance in writing with the President of the Association within three (3) days after the decision or lack of decision by the Superintendent or his/her designated representative. Within three (3) days after receipt of the written grievance, the President of the Association shall refer it to the Treasurer of the Board.

Within ten (10) days after receipt of the written grievance, the Board shall either 1) meet with the aggrieved member with the objective of solving the grievance or 2) appoint a third party to hear the grievance on behalf of the Board. If a third party is to be utilized, such appointed individual shall not be an employee of the Board, shall have reasonable expertise in the processing of grievances and contract interpretation, shall follow the timelines as set forth in this section, and shall make recommendations to the Board that would be intended to resolve the grievance situation. The cost of such third party would be paid by the Board.

The hearing shall be held in executive session at the request of either party. The Board will render its decision and reasons therefore in writing five (5) days following the hearing. The action taken shall be sent to the member, the Superintendent, and the President of the Association.

Step Four -- Arbitration: If the grievant is not satisfied with the disposition of the grievance by the Board at Step Three, the grievant may request a hearing before an arbitrator by completing Grievance Report form, Step Four. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance in Step Three. The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Treasurer of the Board.

Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the Federal Mediation and Conciliation Service (FMCS) to provide an arbitrator in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall limit his/her decision to the application cited in the grievance. The arbitrator will render a decision as soon as possible after the hearing and such decision will be binding on the parties. The cost of the arbitrator and costs related to obtaining adequate facilities for the hearing, i.e., room rental and other equipment necessary for the holding of the hearing, shall be shared equally by grievant and the Board. Costs of transcripts of the hearing (if any) shall be paid by the requesting party or shared equally by the parties when such transcript is to be available to both the grievant and the Board.

C. Rights of the Member to Representation

No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the grievance procedure by reason of such participation.

Any party of interest may be represented at any or all stages of the grievance procedure by a person of his/her own choosing from the bargaining unit, the Association, a representative of the Association, or of the legal profession. A member may not choose to be represented by a members' organization other than a representative of the Association.

When a member chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the Treasurer of the Board and the President of the Association (see Appendix B). In all cases, the Association President shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a

grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Contract.

D. Power of the Arbitrator

1. The arbitrator shall:

   a. Be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of specific articles, sections, or provisions of this Agreement.

   b. Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

   c. Have no power to decide any question, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.

E. Miscellaneous

1. If, in the judgment of the Association Executive Committee, a grievance affects a group or class of members, is an Association grievance, or if the principal is without authority to resolve the grievance, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall begin at Step Two. The Committee may process such a grievance through all steps of the grievance procedure even though the aggrieved member(s) does not wish to do so.

2. Decisions rendered at all steps of the grievance procedure shall be in writing setting forth the decisions and the reasons. This material shall be promptly transmitted to all parties of interest including the Association President.

3. If the aggrieved does not follow the time limits as specified in the grievance procedure, the grievance is deemed waived. If the party to whom the grievance is submitted does not follow time limits as specified in the grievance procedure, the aggrieved party has the right to proceed to the next step.

4. Any step of the grievance procedure may be waived by agreement of both parties and the grievance shall immediately proceed to the next step.

ARTICLE V - SALARY AND FRINGE BENEFITS

A. Regular Salary

1. Base Salary

   a. Effective July 1, 2024, the base salary shall be thirty-nine thousand twenty dollars ($39,020) or the state minimum base salary, whichever is greater.

   b. Effective July 1, 2025, the base salary shall be forty thousand three hundred eighty-six dollars ($40,386) or the state minimum base salary, whichever is greater.

   c. Effective July 1, 2026, the base salary shall be forty-one thousand eight hundred dollars ($41,800) or the state minimum base salary, whichever is greater.

   d. The above indicated base salary amounts shall be applied to the index found in Part 5 of this Section.

2. Payment of Salary

   a. The annual salary of each member shall be paid by direct deposit in twenty-four (24) equal installments.

   b. Paydays will occur on the 5th and 20th of every month. The first installment shall occur no later than the second Friday of the member's contract year.

3. Deadline Notification - See Appendix H for a list of contractual deadlines.

4. Timelines for Payments to Members

   The Treasurer shall provide payments of monies due to members within forty-five (45) calendar days of the deadline for the submission of paperwork. These shall include, but are not limited to:

   a. tuition reimbursement
   b. insurance waivers
   c. attendance incentives
   d. severance pay.

5. Regular Salary Schedule and Index

a. Salary Schedule Index –Effective July 1, 2024 – June 30, 2027

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
STEP 0	1.00000	1.03000	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989
STEP 1	1.03000	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677
STEP 2	1.06091	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477
STEP 3	1.09271	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391
STEP 4	1.12551	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423
STEP 5	1.15929	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577
STEP 6	1.19406	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854
STEP 7	1.22989	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260
STEP 8	1.26677	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797
STEP 9	1.30477	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471
STEP 10	1.34391	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286
STEP 11	1.38423	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243
STEP 12	1.42577	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351
STEP 13	1.46854	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611
STEP 15	1.51260	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029
STEP 18	1.55797	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611
STEP 21	1.60471	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360
STEP 24	1.65286	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280
STEP 27	1.70243	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377
STEP 30	1.75351	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377	2.15660
STEP 33	1.80611	1.86029	1.91611	1.97360	2.03280	2.09377	2.15660	2.22130

b. Salary Schedule – Effective July 1, 2024 – June 30, 2025

BASE SALARY: $39,020								
STEP	**BA**	**BA+10**	**BA+20**	**MA**	**MA+10**	**MA+20**	**MA+30**	**MA+40**
0	39,020	40,191	41,397	42,638	43,917	45,235	46,592	47,990
1	40,191	41,397	42,638	43,917	45,235	46,592	47,990	49,429
2	41,397	42,638	43,917	45,235	46,592	47,990	49,429	50,912
3	42,638	43,917	45,235	46,592	47,990	49,429	50,912	52,439
4	43,917	45,235	46,592	47,990	49,429	50,912	52,439	54,013
5	45,235	46,592	47,990	49,429	50,912	52,439	54,013	55,634
6	46,592	47,990	49,429	50,912	52,439	54,013	55,634	57,302
7	47,990	49,429	50,912	52,439	54,013	55,634	57,302	59,022
8	49,429	50,912	52,439	54,013	55,634	57,302	59,022	60,792
9	50,912	52,439	54,013	55,634	57,302	59,022	60,792	62,616
10	52,439	54,013	55,634	57,302	59,022	60,792	62,616	64,495
11	54,013	55,634	57,302	59,022	60,792	62,616	64,495	66,429
12	55,634	57,302	59,022	60,792	62,616	64,495	66,429	68,422
13	57,302	59,022	60,792	62,616	64,495	66,429	68,422	70,474
15	59,022	60,792	62,616	64,495	66,429	68,422	70,474	72,589
18	60,792	62,616	64,495	66,429	68,422	70,474	72,589	74,767
21	62,616	64,495	66,429	68,422	70,474	72,589	74,767	77,010
24	64,495	66,429	68,422	70,474	72,589	74,767	77,010	79,320
27	66,429	68,422	70,474	72,589	74,767	77,010	79,320	81,699
30	68,422	70,474	72,589	74,767	77,010	79,320	81,699	84,151
33	70,474	72,589	74,767	77,010	79,320	81,699	84,151	86,675

c. Salary Schedule – Effective July 1, 2025 – June 30, 2026

BASE SALARY: $40,386								
STEP	**BA**	**BA+10**	**BA+20**	**MA**	**MA+10**	**MA+20**	**MA+30**	**MA+40**
0	40,386	41,598	42,846	44,130	45,455	46,819	48,223	49,670
1	41,598	42,846	44,130	45,455	46,819	48,223	49,670	51,160
2	42,846	44,130	45,455	46,819	48,223	49,670	51,160	52,694
3	44,130	45,455	46,819	48,223	49,670	51,160	52,694	54,275
4	45,455	46,819	48,223	49,670	51,160	52,694	54,275	55,904
5	46,819	48,223	49,670	51,160	52,694	54,275	55,904	57,581
6	48,223	49,670	51,160	52,694	54,275	55,904	57,581	59,308
7	49,670	51,160	52,694	54,275	55,904	57,581	59,308	61,088
8	51,160	52,694	54,275	55,904	57,581	59,308	61,088	62,920
9	52,694	54,275	55,904	57,581	59,308	61,088	62,920	64,808
10	54,275	55,904	57,581	59,308	61,088	62,920	64,808	66,752
11	55,904	57,581	59,308	61,088	62,920	64,808	66,752	68,754
12	57,581	59,308	61,088	62,920	64,808	66,752	68,754	70,817
13	59,308	61,088	62,920	64,808	66,752	68,754	70,817	72,942
15	61,088	62,920	64,808	66,752	68,754	70,817	72,942	75,130
18	62,920	64,808	66,752	68,754	70,817	72,942	75,130	77,384
21	64,808	66,752	68,754	70,817	72,942	75,130	77,384	79,706
24	66,752	68,754	70,817	72,942	75,130	77,384	79,706	82,097
27	68,754	70,817	72,942	75,130	77,384	79,706	82,097	84,559
30	70,817	72,942	75,130	77,384	79,706	82,097	84,559	87,096
33	72,942	75,130	77,384	79,706	82,097	84,559	87,096	89,709

d. Salary Schedule – Effective July 1, 2026 – June 30, 2027

BASE SALARY: $41,800								
STEP	**BA**	**BA+10**	**BA+20**	**MA**	**MA+10**	**MA+20**	**MA+30**	**MA+40**
0	41,800	43,054	44,346	45,675	47,046	48,458	49,912	51,409
1	43,054	44,346	45,675	47,046	48,458	49,912	51,409	52,951
2	44,346	45,675	47,046	48,458	49,912	51,409	52,951	54,539
3	45,675	47,046	48,458	49,912	51,409	52,951	54,539	56,175
4	47,046	48,458	49,912	51,409	52,951	54,539	56,175	57,861
5	48,458	49,912	51,409	52,951	54,539	56,175	57,861	59,597
6	49,912	51,409	52,951	54,539	56,175	57,861	59,597	61,385
7	51,409	52,951	54,539	56,175	57,861	59,597	61,385	63,227
8	52,951	54,539	56,175	57,861	59,597	61,385	63,227	65,123
9	54,539	56,175	57,861	59,597	61,385	63,227	65,123	67,077
10	56,175	57,861	59,597	61,385	63,227	65,123	67,077	69,090
11	57,861	59,597	61,385	63,227	65,123	67,077	69,090	71,162
12	59,597	61,385	63,227	65,123	67,077	69,090	71,162	73,297
13	61,385	63,227	65,123	67,077	69,090	71,162	73,297	75,495
15	63,227	65,123	67,077	69,090	71,162	73,297	75,495	77,760
18	65,123	67,077	69,090	71,162	73,297	75,495	77,760	80,093
21	67,077	69,090	71,162	73,297	75,495	77,760	80,093	82,496
24	69,090	71,162	73,297	75,495	77,760	80,093	82,496	84,971
27	71,162	73,297	75,495	77,760	80,093	82,496	84,971	87,520
30	73,297	75,495	77,760	80,093	82,496	84,971	87,520	90,146
33	75,495	77,760	80,093	82,496	84,971	87,520	90,146	92,850

6. Severance Pay

Members of the bargaining unit, at the time of retirement from active service, with ten (10) or more years of active service in Ohio and in the District shall be paid in cash for one-fourth of the member's accrued but unused sick leave credit. Such payment shall be based on the member's daily rate of pay (including extended time**,** supplemental contract payments, and stipends, but excluding hourly payments) at the time of retirement.

Payment on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time. Payment shall be made within forty-five (45) days after the effective date of retirement to the member or the members designated financial advisor annuity company. Form Appendix F must be completed and submitted, with the Salary Reduction Agreement form to the Treasurer's office at least thirty (30) days prior to the employee's effective date of retirement.

Such payment shall be made only once to any member and the maximum payment under this policy shall be for eighty-two (82) unused sick leave days.

The above payments shall be exempt from deductions, except as provided by law.

7. Extended Time

Extended time will be paid at the member's appropriate per diem rate less any supplemental pay.

8. Placement on Salary Schedule

Hours qualifying for placement in the MA+10, MA+20, MA+30, and MA+40 columns shall be limited to only graduate hours earned after the awarding of the Master's degree, unless approval is given by the Superintendent.

Each teacher who has completed training which qualifies such teacher to move to the BA+10, BA+20, MA, MA+10, MA+20, MA+30, or MA+40 salary column may file with the District Treasurer an official certified transcript from the institution attended.

If the transcript is received by the last workday on or before September 15, the move will be effective for the entire current school year and a retroactive salary adjustment will be made if necessary.

Mid-year transcripts must be submitted by the last workday on or before January 31 in order to qualify for second semester movement on the salary schedule.

All current members on such steps shall be grandfathered at such step and shall be eligible to advance from such step in accordance with this provision.

B. Supplemental Pay Schedule

1. Any member performing duties listed in the supplemental pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.

2. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board and shall be in accordance with the provisions of the contract.

3. Members shall not be required, as a condition of employment, to accept assignment to supplemental activities unless the activity is approved by the Board as a supplemental responsibility and the member agrees to accept such responsibility.

4. Period of assignment of additional duty shall appear on the supplemental limited contract.

5. At the end of the supplemental duty period, the principal/athletic director and the coach/advisor shall have a conference to review the season/assignment. The principal/athletic director shall use the supplemental evaluation form located in the appendix of this agreement. Members holding supplemental contracts shall be evaluated during their season/assignment.

6. Percentages stated in the supplemental pay schedule are to be applied to the base salary (BA-0) of the regular member salary schedule. Annually the Treasurer shall provide every member a schedule of when supplemental contracts will be paid in either hardcopy or electronic format.

7. Compensation for all supplemental contracts shall be paid on the following schedule:

    a. All teachers on a year-long supplemental assignment shall have their supplemental paid in equal installments from September through June.

    b. All teachers on seasonal supplemental assignment shall have their supplemental paid in three (3) equal installments, once three (3) weeks into the assignment competition, once at the approximate midpoint of the assignment, and once at the completion of their duties upon approval of the principal and/or athletic director.

    c. All Drama and Musical Directors shall have their supplemental paid in two (2) equal installments, once at the midpoint of their duties, and once at the completion of their duties.

8. Supplemental Responsibilities and Classifications:

A

B

Head Boys' Basketball Coach
Head Football Coach
Head Girls' Basketball Coach

C

Marching Band Director
Head Wrestling Coach
Head Softball Coach
Head Baseball Coach
Head Volleyball Coach
Head Boys' Soccer Coach
Head Girls' Soccer Coach
Head Boys' Track Coach
Head Girls' Track Coach

D

Head Boys' Golf Coach
Head Girls' Golf Coach
Asst. Boys' Basketball Coach
Asst. Girls' Basketball Coach
Assistant Football Coach
Head Cross Country Coach
Asst. Track Coach
Asst. Varsity Coach
Head Swim Coach

E

Weight Trainer — Summer 31%, Fall 18%, Winter 30%, Spring 21%

E (continued)

Asst. Baseball Coach
Asst. Softball Coach
Asst. Boys' Track Coach
Asst. Girls' Track Coach
Asst. Girls' Soccer Coach
Asst. Boys' Soccer Coach
Asst. Volleyball Coach
Asst. Wrestling Coach

F

9th Football Coach
9th Boys' Basketball Coach
9th Girls' Basketball Coach
9th Volleyball Coach
Asst. Golf Coach
HS Site Manager
MS Site Manager
JV & Varsity Basketball Cheerleader Advisor
JV & Varsity Football and Camp Cheerleader Advisor
Yearbook Advisor

G

Auditorium Manager
Assistant Marching Band Director
7 & 8 Boys' Basketball Coach
7 & 8 Girls' Basketball Coach
7 & 8 Wrestling Coach
7 & 8 Football Coach
7 & 8 Boys' Track Coach
7 & 8 Girls' Track Coach
7 & 8 Volleyball Coach

Academic Team Advisor
Prom Advisor
Musical Director
Speech and Debate Team Advisor

H

Play Director
Department Chairperson (Math, ELA, Fine Arts, Science, Social Studies, Specials, and Special Education)
Flag & Auxiliary Corp Advisor
9th Basketball Cheerleader Advisor
Senior High Student Council Advisor
Assistant Jr. High Wrestling Coach
Elementary School K-4 Technology Coordinator
Middle School 5-8 Technology Coordinator
High School 9-12 Technology Coordinator
Marching Band Percussion Instructor
Falcon Singers Advisor
Mock Trial Advisor
Class Advisor (Jr. & Sr.)
Asst. Musical Director
Musical Drama Director
Musical Choreographer
Team Leaders (K-8)
Foreign Language Club Advisor
7 & 8 Football Cheerleader Advisor
7 & 8 Basketball Cheerleader Advisor
Schools Without Failure/PBIS

I

Junior High Student Council Advisor
Class Advisors (Sophomore, Freshman)
National Honor Society Advisor
Board Approved Club Advisor
Envirothon Advisor
Power of the Pen
Junior High 5-8 History Fair & Competition Days
Chess Club
Vocal Concerts Director

E-Sports (one season; limited to 2 seasons per school year)
Academic Council Members (Non-Departmental Chairpersons)
Drug Free Club Advisor
Safety Town Advisor (one (1) position for each Kindergarten teacher. Preference granted to Kindergarten teachers)
Power of the Pencil
Jr. High Academic Challenge

J

Spelling Bee Advisor
(1% of base; no experience steps)
Middle School Talent Show Advisor
(1% of base)
Jazz Band Director
(1% of base)
High School Talent Show Advisor
(1% of base)

**It is agreed that any position currently in contract is not intended to be omitted.

9. a. Supplemental Pay Scale Effective July 1, 2024 – June 30, 2025

BA/O BASE	39,020.00	SUPPLEMENTAL SALARY SCHEDULE 24-25		
EXPERIENCE	**0**	**1**	**2**	**5**
CLASSIFICATION				
A	0.160	0.175	0.192	0.216
	6,243	6,829	7,492	8,428
B	0.153	0.168	0.183	0.198
	5,970	6,555	7,141	7,726
C	0.133	0.145	0.157	0.169
	5,190	5,658	6,126	6,594
D	0.096	0.106	0.116	0.126
	3,746	4,136	4,526	4,917
E	0.078	0.088	0.098	0.108
	3,044	3,434	3,824	4,214
F	0.066	0.074	0.082	0.090
	2,575	2,887	3,200	3,512
G	0.054	0.060	0.066	0.072
	2,107	2,341	2,575	2,809
H	0.048	0.053	0.058	0.063
	1,873	2,068	2,263	2,458
I	0.018	0.023	0.028	0.033
	702	897	1,093	1,288
J	0.010	0.010	0.0100	0.010
	390	390	390	390

Experience is in the position listed or a similar position, i.e., boys' basketball and girls' basketball.

Curriculum Committee/revision work time that is beyond the normal member workday shall require pay at the rate of thirty dollars ($30) per hour.

Members required to attend principal meetings that exceed the contractual time shall be compensated at the rate of thirty dollars ($30) per hour.

Members required to do mandatory online District training of any kind beyond the regular workday shall be compensated at a rate of thirty dollars ($30) per hour.

b. Supplemental Pay Scale Effective July 1, 2025 – June 30, 2026

		SUPPLEMENTAL SALARY SCHEDULE 25-26		
BA/O BASE	40,386.00			
EXPERIENCE	**0**	**1**	**2**	**5**
CLASSIFICATION				
A	0.160	0.175	0.192	0.216
	6,462	7,068	7,754	8,723
B	0.153	0.168	0.183	0.198
	6,179	6,785	7,391	7,996
C	0.133	0.145	0.157	0.169
	5,371	5,856	6,341	6,825
D	0.096	0.106	0.116	0.126
	3,877	4,281	4,685	5,089
E	0.078	0.088	0.098	0.108
	3,150	3,554	3,958	4,362
F	0.066	0.074	0.082	0.090
	2,665	2,989	3,312	3,635
G	0.054	0.060	0.066	0.072
	2,181	2,423	2,665	2,908
H	0.048	0.053	0.058	0.063
	1,939	2,140	2,342	2,544
I	0.018	0.023	0.028	0.033
	727	929	1,131	1,333
J	0.010	0.010	0.0100	0.010
	404	404	404	404

Experience is in the position listed or a similar position, i.e., boys' basketball and girls' basketball.

Curriculum Committee/revision work time that is beyond the normal member workday shall require pay at the rate of thirty dollars ($30) per hour.

Members required to attend principal meetings that exceed the contractual time shall be compensated at the rate of thirty dollars ($30) per hour.

Members required to do mandatory online District training of any kind beyond the regular workday shall be compensated at a rate of thirty dollars ($30) per hour.

c. Supplemental Pay Scale Effective July 1, 2026 – June 30, 2027

BA/O BASE	41,800.00	SUPPLEMENTAL SALARY SCHEDULE 26-27		
EXPERIENCE	**0**	**1**	**2**	**5**
CLASSIFICATION				
A	0.160	0.175	0.192	0.216
	6,688	7,315	8,026	9,029
B	0.153	0.168	0.183	0.198
	6,395	7,022	7,649	8,276
C	0.133	0.145	0.157	0.169
	5,559	6,061	6,563	7,064
D	0.096	0.106	0.116	0.126
	4,013	4,431	4,849	5,267
E	0.078	0.088	0.098	0.108
	3,260	3,678	4,096	4,514
F	0.066	0.074	0.082	0.090
	2,759	3,093	3,428	3,762
G	0.054	0.060	0.066	0.072
	2,257	2,508	2,759	3,010
H	0.048	0.053	0.058	0.063
	2,006	2,215	2,424	2,633
I	0.018	0.023	0.028	0.033
	752	961	1,170	1,379
J	0.010	0.010	0.0100	0.010
	418	418	418	418

Experience is in the position listed or a similar position, i.e., boys' basketball and girls' basketball.

Curriculum Committee/revision work time that is beyond the normal member workday shall require pay at the rate of thirty dollars ($30) per hour.

Members required to attend principal meetings that exceed the contractual time shall be compensated at the rate of thirty dollars ($30) per hour.

Members required to do mandatory online District training of any kind beyond the regular workday shall be compensated at a rate of thirty dollars ($30) per hour.

C. Fringe Benefits

1. The Board shall provide the health care benefits outlined in the Schedule of Medical Benefits (Exhibit A) contained herein by participating in the Health Benefits Program of the Jefferson Health Plan dated July 1, 2008, provided however, that insurance benefits and services provided under this collective bargaining agreement shall not be less than those to which bargaining unit members were entitled to on July 1, 2008. Any employee hired after the first day of a month shall have the option of waiving coverage under this Plan until the beginning of the following month. If the member chooses not to waive coverage, the employee shall be responsible for his/her share of the premium contributions for the initial month, being divided equally between the ensuing two (2) months.

2. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or the Jefferson Health Plan shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

3. Usual Customary and Reasonable (UC&R) shall be computed by applying a ninety percent factor to a reasonable sampling of cases on a regional basis.

4. Health Care Benefits

   a. Hospital/Surgical - The Board shall provide hospitalization and surgical coverage for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. Such hospital/surgical coverage shall meet or exceed the specifications of the Medical Mutual Super Med+ contract coverage that was in effect on July 1, 2008 and the specifications below. The effective date of this coverage shall be July 1, 2008. Any member hired after the first day of a month shall have the option of waiving coverage under the district's health benefits program until the beginning of the following month. If the member chooses not to waive coverage, the employee shall be responsible for his/her share of the premium contributions for the initial month, being divided equally between the ensuing two (2) months.

   b. Major Medical - The Board shall purchase major medical coverage which meets or exceeds the specifications below and the Medical Mutual Super Med+ contract that was in effect on July 1, 2008 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of coverage shall be July 1, 2008.

EXHIBIT A

SCHEDULE OF MEDICAL BENEFITS

	PPO	NON PPO
RETAIL AND MAIL ORDER PRESCRIPTION DRUG BENEFIT (through CVS Caremark)	Plan pays 80% of the drug cost (not subject to deductible or Coinsurance Max Out-of-Pocket amount). Once a Covered Person has paid out $1,800 in a calendar year, the Plan pays 100% of covered expenses for the balance of the calendar year.	
CALENDAR YEAR DEDUCTIBLE (no cross application between PPO and non-PPO deductibles) Per Person Per Family	 $250 $500	 $500 $1,000
BENEFIT PERCENTAGE PAYABLE	80%	60%
COINSURANCE MAXIMUM OUT-OF-POCKET PER CALENDAR YEAR (excluding deductible and coinsurance from the Prescription Drug Benefit). No cross application between PPO and non-PPO Coinsurance Max Out-of-Pocket amounts) Per Person Per Family	 $950 $1,500	 $2,000 $4,000
EMERGENCY ROOM (Emergency or Non-Emergency Care)	80% after deductible	
OUTPATIENT PHYSICAL THERAPY (maximums shown apply toward each other)	80% after deductible to max benefit of 30 visits/cal year	60% after deductible to max benefit of 15 visits/cal year
ELECTIVE STERILIZATION	80% after deductible	Not Covered
HOME HEALTH CARE (maximums shown apply toward each other)	80% after deductible to max benefit of 100 visits/cal year	60% after deductible to max benefit of 60 visits/cal year
SKILLED NURSING FACILITY (maximums shown apply toward each other)	80% after deductible to max benefit of 60 days/cal year	60% after deductible to max benefit of 30 days/cal year
HOSPICE (maximum benefit is 100 days per cal year)	80% after deductible	
CHIROPRACTIC SERVICES (maximums shown apply toward each other)	80% after deductible to max benefit of 15 visits/cal year	60% after deductible to max benefit of 8 visits per cal year

AUTISM SERVICES including ABA therapy	80% after deductible	60% after deductible
REHABILITATION SERVICES 90 days convalescent facility per calendar year	80% after deductible	60% after deductible
PREVENTATIVE SERVICES (required under ACA)	100%	60% after deductible

PRE-ADMISSION NOTIFICATION IS REQUIRED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS; IF NOT RECEIVED, A PENALTY OF $500 WILL BE APPLIED TO THE HOSPITAL CONFINEMENT. POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY HOSPITAL ADMISSIONS.

c. Dental Coverage - The Board shall purchase dental coverage which meets or exceeds the specifications below and the J. W. Didion & Associates contract that was in effect on September 1, 1988 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of coverage shall be January 1, 1989.

Specifications:

Maximum Benefits Per Person

Class I, II, or III	$2,000 Per Person Per Year
Class IV	$4,000 Per Person - Lifetime Maximum
Deductible - Individual	$25 Per Calendar Year
Family	$50 Per Calendar Year

Benefits Paid:

Class I - Preventive & Diagnostic — No Deductible; 100% of Reasonable and Customary Charges.

Routine Oral Exams - one every six (6) months
Teeth Cleaning - one every six (6) months
Fluoride Treatments - once every twelve (12) months
Emergency Pain Treatments
Space Maintainers
Diagnostic X-Rays
Tests and Lab Exams

Class II - Basic Restorative (Subject to Deductible) — 80% of the Reasonable and Customary Charges.

Fillings - Amalgams, Silicate, Acrylic
Root Canal Therapy

Treatment of Gum Disease
Repair of Bridgework & Dentures
Extractions and Oral Surgery
General Anesthesia - only if medically necessary

Class III - Major Restorative (Subject to Deductible)	80% of the Reasonable and Customary Charges.

Inlays, Onlays, Gold Fillings, or Crown Restorations
Initial Installation of Fixed Bridgework
Installation of Partial or Full, Removable Dentures
Replacement of Existing Bridgework or Dentures

Class IV - Orthodontia	No Deductible; 80% of Reasonable and Customary Charges. Lifetime Maximum Benefit of $4,000 Per Person.

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances - not in connection with full banded treatment.

d. Vision Service - The Board shall purchase vision care coverage which meets or exceeds the specifications shown below and the Vision Service Plan of Ohio contract that was in effect on September 1, 1988 for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The effective date of this coverage shall be January 1, 1989.

Specifications:

Covered Expenses:	Benefit Period:
Examination	Once in any 12-month period.
Lenses (if required)	Once in any 12-month period.
Frames (if required)	Once in any 24-month period.
Contact Lenses - Necessary	Once in any 12-month period.
Cosmetic	Once in any 12-month period.
Maximum Benefit	Payment in full (less deductible if a Panel Doctor is used). Payment according to schedule (if a Non-Panel Doctor is used).
Deductible	$10 for Exams, $0 for Lenses/Frames
Contact lenses for cosmetic purposes	$100

5. Life Insurance - The Board shall provide each of its instructional staff members with a term life insurance policy providing for (a) a death benefit of seventy thousand dollars ($70,000.00) and (b) an additional benefit of seventy thousand dollars ($70,000.00) based upon accidental death and dismemberment coverage.

6. Premium Rates - The Board shall pay ninety-four percent (94%) of the individual premium for the 2024-2025 school year, ninety-three percent (93%) of the individual premium for the 2025-2026 school year, ninety-two percent (92%) of the individual premium for the 2026-2027 school year, and any increases thereof for the individual premium or ninety percent (90%) of the family premium and any increases thereof for the family premium, whichever the member elects for the coverages identified in Parts 4 (a) (b) (c) and (d) above. Payroll deductions for health insurance coverage shall be made in equal installments twice a month. Two (2) employees who are married to each other shall receive one (1) family plan at no cost to the employees. The dental (Part 4 [c]) and vision (Part 4 [d]) will be based upon a composite premium rate. Life insurance (Part 5) will be provided by the Board at no cost to the member. Effective July 1, 1998 new employees employed less than full-time shall pay a percentage of insurance premium prorated in relation to hours of employment. Current part-time employees shall not be affected by said change in benefits. In addition, current part-time employees who are reemployed by the Board in subsequent, consecutive years shall continue to maintain full coverage.

7. General Provisions

   a. Copies of Benefit Contract

      The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this Contract. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

   b. Copies of Benefit Descriptions

      Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description prepared by the carrier, of each insurance plan provided by this Contract.

   c. Benefit Description for New Members

      A member employed after the effective date of this Contract shall be provided at the time of employment with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

8. Medical Coverage Waiver

Bargaining unit members may elect not to be covered under the Hospitalization/Major Medical Insurance Plan. In consideration of their waiver of this coverage employees who have had or are eligible to have single coverage shall receive a $300 bonus and employees who have had or are eligible to have family coverage shall receive a $500 bonus subject to the following provisions:

a. The Employee must waive his/her right to coverage in writing to the Treasurer by August 31 of each year;

b. Coverage must be waived for the period September 1-August 31 of each year, except as provided in section e below;

c. The employee must provide proof of other coverage that is not from the Insurance Marketplace Exchange.

d. Spouses employed by the district are not eligible for this benefit;

e. Unexpected changes in status will be granted and employees may elect participation at the beginning of the next month (or earlier if possible). In this case, the complete bonus shall be forfeited.

f. Unit members who have participated in this waiver for at least one (1) year may resume coverage, except as provided in section e above, the following September 1 by giving notification to the Treasurer by August 31 of the same year.

9. Joint Insurance Committee

The parties shall create a Joint Insurance Committee. The committee shall have equal representation appointed by the HEA President, classified staff, and the Board.

The committee shall explore all insurance options and examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. Written reports shall be provided by the committee to all three parties concerning issues under study by the committee.

The Committee shall be chaired by three (3) members; the District Treasurer, an HEA representative, and a classified staff representative. The chairs shall

be responsible for providing written reports and recommendations to all three (3) parties by February 1 of each year.

10. IRS Section 125 Plan - The Board shall provide to each member who elects annually in writing during the month of August enrollment period an IRS Section 125 Plan to be used to exempt the member's portion of his/her medical/dental/vision insurance premium from Federal and State income taxes. This plan will go into effect for each member who applies with respect to their compensation beginning with the 2006-2007 school year and each year thereafter provided the election is made annually during the enrollment period.

11. Annuities - Payroll deductions shall be made available for tax-sheltered annuities (403B) with the provider of the member's choice and be deducted from the employee's pay within thirty (30) days of notice to the Treasurer provided agent complies with Board Policy.

12. Flexible Spending Account - Under the IRS Section 125 Plan, each member will be allowed to make a separate pre-tax contribution up to the maximum amount permitted per year into a health care Flexible Spending Account (FSA). The unused balance remaining in a FSA at the end of a plan year, up to the maximum amount permitted by the IRS, may be carried over to be used in subsequent plan years. In the event a member separates from employment during a plan year with a remaining balance in the FSA account, the member may continue to receive reimbursements from the account through the end of that plan year.

D. STRS Pick-up With Reduction

The Board herewith agrees with the Association to pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members of the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each such member shall be 14% effective 2016-2017. The member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No member of the bargaining unit covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

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

5. This benefit is of no additional cost to the Board.

E. Work Beyond Contract Day/Year

1. Should a member(s) be required to work beyond the seven (7) hour thirty (30) minute workday, the time allotted in Article VIII, Section A.2.d. is exhausted, and the work is not included in the supplemental pay schedule, he/she shall be paid thirty dollars ($30) per hour.

2. Required work that is part of a member's job description that goes beyond the contracted one hundred eighty-five (185) day school year or beyond the member's regular seven (7) hour thirty (30) minute school day (e.g., music, vocational) shall receive extended time pay.

F. Tuition Reimbursement

The Board shall appropriate $20,000 in each year of this contract for the purposes of tuition reimbursement. Bargaining unit members shall be reimbursed at an equal percentage of the tuition cost. These funds will be distributed to members taking courses that would assist them in the teaching profession or for advanced educational degrees or certificates/licenses. The $20,000 will be divided at an equal percentage among members successfully completing courses at accredited colleges or universities during the time period September 1 - August 31. To be eligible for tuition reimbursement the teacher must be employed with the Board at the time the class is taken and at the time the reimbursement is made. Teachers who are on a Board-approved leave of absence or are part of a reduction in force at the time the reimbursement is distributed shall be eligible for the reimbursement.

Members will turn in proof of completion and a receipt prior to September 30 of each year. Members will receive no more than the cost of such courses taken during the aforementioned time period.

G. Background Check Reimbursement

All members will be reimbursed up to sixty dollars ($60.00) toward the required BCI/FBI background checks required by law provided they continue their employment with the Board following said reimbursement.

H. Athletic and Fine Arts Passes

Each bargaining unit member shall receive an annual Athletic and Fine Arts Pass which allows free admission for the member to all home athletic and fine art events. Passes will be provided to each member at the start of the new school year. These passes are only for non-tournament sporting events. This pass may only be used for one (1) performance of musicals, plays, and other similar programs. Bargaining unit members who agree to take tickets for three (3) events may have a second guest pass.

ARTICLE VI - LEAVE PROVISIONS

A. Sick Leave

1. Each member will receive fifteen (15) days' sick leave per year at the rate of one and one-fourth (1 1/4) days for each month. Members who work less than full time will receive full sick leave credit at the fractional rate of their employment.

2. New members and current members who have exhausted their accumulated sick leave shall be credited, as needed, with up to five (5) days annually. Such credited leave will be deducted from final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the school-provided insurance premiums of any member who has exhausted his/her sick leave accumulation and the five (5) day advance and who remains on active contract status with the district.

3. The cumulative number of days of sick leave a member may accrue shall be three hundred twenty-eight (328) days.

4. Members transferring to the Hillsdale Local School District from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave from such previous employment, up to the maximum set forth in paragraph 3, provided, however, that such previous employment was terminated within ten (10) years prior to the transfer.

5. Members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other members, and for absence due to illness, injury, or death in the member's immediate family. Sick leave for pregnancy shall be for the period of disability.

6. The member's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.

7. Catastrophic Leave Assistance Program

   a. A Catastrophic Leave Assistance Program shall be established which will allow individual members to donate up to five (5) days of sick leave to each eligible applicant. Members with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.

   b. To qualify for the Catastrophic Leave Assistance Program, a member or his/her immediate family (as defined in Article VI(A)(6)) must have experienced a personal catastrophic illness or injury and the member must have exhausted his/her sick leave, advanced sick leave and all forms of paid leave. The Catastrophic Leave Assistance Program

cannot be used beyond the current contract under which the member is employed or beyond the end of the school year in which the application is made.

c. Requests for use of the Catastrophic Leave Assistance Program will be considered on a case-by-case basis. A committee, composed of two (2) Board appointed members, two (2) Association appointed members, and a mutually agreeable fifth (5th) member, will make a determination based on the following criteria. The Chair of the committee shall be designated by the Superintendent.

1) The maximum number of donated days an individual may receive is twenty (20) days per school year.

2) All requests will be subject to the responses of the bargaining unit who wish to make donations to an individual approved by the committee.

3) All donations of sick leave by bargaining unit members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form.

4) Members requesting consideration for the Catastrophic Leave Assistance Program must complete the request on the proper form and submit one (1) copy to the Superintendent and one (1) copy to the Association President. The form is available from the Treasurer's Office and on the Intranet.

5) Activation of the program shall require a majority vote of the committee and the Chair shall vote only in the event of a tie vote of the committee.

6) Denial of a request for donations is not subject to the grievance procedure.

7) Donated leave may not be used for routine pregnancy, injuries related to drug or alcohol use, or a chronic injury/disease that is not life threatening or is easily manageable (e.g., high blood pressure, diabetes, etc.)

8) Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.

9) The applicant shall provide medical documentation of the need for donated leave.

10) Examples of a catastrophic illness or injury, include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing

paralysis, a rare disease, a severe burn involving over 20% of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.

B. Leaves of Absence

A member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years.

Upon written request, the Board may grant an extension for up to two (2) additional school years.

A written application must be made to the Superintendent at least thirty (30) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.

Members who take any leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

Members who take leaves under this provision, for reasons other than illness or their disability, must notify the district of their intent to return from leave. Leaves taken for a full year or first semester, must provide notification by April 15, leaves taken for second semester must provide notification by November 1.

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to two (2) years after the child is born or custody is received.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable. A member may elect to use sick leave or personal leave for the purposes of FMLA, provided that use falls within the definition of Article VI, A.

Maternity/paternity leave shall be provided for a maximum of six (6) weeks immediately following the birth of a child. In order for maternity/paternity leave to be extended beyond this six (6) week period, the member will need:

a. a leave of absence,

b. a physician's note to qualify for sick leave, or

c. qualify for FMLA leave.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

a. Expected date of birth or custody.

b. Date requested leave is to commence.

c. Date member expects to return to service.

d. Name of physician or adoption official.

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days, if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

D. Personal Leave

1. All members shall be allowed three (3) days of personal leave each school year. Unused leave may be accumulated, per the provisions of Article VI, Section H.

2. Personal leave shall be unrestricted but may be denied to extend a vacation or a holiday period.

3. Written request for personal leave shall be submitted electronically at least three (3) days in advance of the date for which leave is requested. If three (3)

days' notice is not possible, the member shall notify the grade level principal or immediate supervisor as soon as possible. In such situations, the electronic submission shall be made during the first workday after conclusion of the leave.

4. When a member requests personal leave, the member is not required to list reasons. There will be no deduction in salary or sick leave when personal leave is used in accordance with this provision.

5. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

E. Court Leave

When a member's presence is required in a court of law, the member shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave. Any pay received for such duty will be forwarded to the Treasurer of the Board.

F. Association Leave

1. Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or other Association business will be granted up to three (3) school days of professional leave in a school year. No more than two (2) members shall use such leave for each meeting. The Board shall not pay expenses of Association members, except for providing the substitutes necessary to fill the vacancies.

2. A bargaining unit member may, by mutual agreement of the Board and the Association, be granted release from regular duties without loss of salary for the following appearances with any representative of the Board:

   a. negotiations
   b. mediation
   c. grievances
   d. arbitration

Such appearances shall not be charged to any other leave in this agreement and shall be in addition to leave granted in paragraph 1.

G. Sick Leave Accrual

Sick leave shall not accrue while a member is on an approved unpaid leave of absence.

H. Attendance Incentive

Bargaining unit members will be compensated at the rate of one hundred twenty-five dollars ($125) per day for each day of personal leave not used within the

student school year. Only full days waived under this provision may be submitted for compensation.

If a bargaining unit member chooses, he/she may apply up to two (2) of his/her unused personal days each year of this Contract to the total in Article VI, Section D-1 to a maximum of five (5) days total accumulated leave in any one (1) year.

Members must file a request for compensation with the Treasurer after the last student day and on or before June 15th to receive compensation. Any requests for compensation after June 15th will not be fulfilled. If any member does not file a request for compensation, the Treasurer shall provide for the automatic carryover for any unused personal days, up to a maximum of two (2), to the subsequent school year.

I. Family Medical Leave Act

For the purposes of defining a year under the FMLA, a year shall run from July 1 to June 30 and qualifying leave(s) shall only be applied on an employee's contract days. Employees are strongly encouraged to discuss their rights or questions related to FMLA with the Treasurer and/or Association representative(s).

J. Electronic Leave Form

1. Bargaining unit members shall utilize an electronic system for requesting/submitting all leave requests.

2. Training on utilization of the electronic system for leave shall be provided by the Superintendent or designee.

K. Semester Attendance Incentive

Each semester a member who has perfect attendance (this includes personal, sick, and dock days) will receive an incentive payment of five hundred dollars ($500) per semester. Both semesters will be paid the second (2nd) pay in June.

L. Member Assault Protection Leave

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a member who is absent from his/her assigned duties because of a physical disability resulting from a physical assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under rules adopted by the Hillsdale Local Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence if the physical assault injury occurs in the course of Board employment. A member shall be granted physical assault leave according to the following rules:

1. The incident, resulting in the absence of the member, must have been related to his/her professional responsibilities in the course of Board employment before, during, or after the contractual work day or work year.

2. Upon notice to the grade level principal or immediate supervisor that a physical assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the grade level principal or immediate supervisor.

3. A certificate from a licensed physician stating the nature of the physical disability and its duration must be submitted before assault leave payment is made. A member will be eligible to utilize sick leave prior to receiving a certificate from a licensed physician. Upon receipt of a physician's certificate, any sick leave utilized by the member will be reimbursed to the affected member.

4. A member shall not qualify for payment of used assault leave until the assault leave form (see Appendix I) has been submitted.

5. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code. Payment for assault leave will be made for up to forty-five (45) days. After forty-five (45) days, if the member is still not eligible for disability retirement and is not able to return to work, he/she will be required to use accumulated sick leave. If, after exhausting accumulated sick leave, the member is not able to return to work and is not eligible for disability retirement, the Board may advance additional assault leave to allow the member to become eligible for disability retirement.

ARTICLE VII - CONTRACTS

A. Assignment, Posting, and Transfer

1. Assignment

The Superintendent shall notify all members in writing prior to June 1 of each year, of their anticipated assignment for the ensuing school year relative to subject(s) [secondary - number of sections for each subject area], period, and/or grade level. The grade level band Advisory Committee may provide input to the administration regarding scheduling. All members will receive preliminary class list(s) not later than July 1. Each member shall also receive his/her anticipated complete schedule, including but not limited to the following information: conference time, duties, etc. by June 1.

Teachers using their own vehicle shall be reimbursed at the IRS rate, after adoption by the Board in July of each year, for authorized travel in the course

of their employment upon proper verification of mileage. Traveling teachers with set schedules shall turn in mileage forms monthly.

No change of assignment will be made after July 1 except assignment changes due to vacancy and transfer or when an emergency situation arises. Assignment notices that indicate a change in grade level band and/or subject(s) (different area[s] of certification) would be subject to the transfer provision of this section.

2. Posting

a. Regular Teaching and Supplemental Positions

All position openings for instructional, administrative, and supplemental, regardless of position or whether the opening implies a promotion or whether the position is a newly created position or an extra duty position, shall be sent to bargaining unit members via District email during the calendar year. Said electronic transmission shall occur within fifteen (15) days of the position becoming open or the creation of the position and the Superintendent's decision to fill the position, provided, however, that position openings that occur during the student school year may be filled temporarily for the remainder of that school year, and if to be filled, notice must be transmitted to bargaining unit members no later than fifteen (15) days prior to the last day of that school year. When school is not in session such notices shall be posted in the lobby near the administrative offices and shall be mailed to each member who requests notification of openings for which they are licensed/certificated and to the President of the Association. Position opening(s) shall mean any full-time, part-time, or per diem position that requires certification from the State Department of Education including supplemental or extra duty position(s), or other educational position(s) that become vacant, i.e., responsibilities not assigned to a member under a regular teacher contract and on a regular pay status. A newly created position is to be considered vacant as well as temporary positions such as curriculum work, textbook selection, etc.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, minimum qualification(s), salary, and procedures for application. Such information will be specified by the Board or its agent(s). Certification requirements shall not exceed state minimums and the provisions of this Contract. Said minimum qualifications shall be reasonable and shall not be arbitrarily and capriciously developed so as to eliminate current member(s) from consideration.

If no applications are received within ten (10) school days [two (2])full weeks when school is not in session] of the date of posting the notice electronically during the calendar year (or the postmark on mailings

outside of the regular school year) and if no member has expressed interest in accordance with Section 3 below, it will be assumed that there is no interest in the position among members and the position may be filled outside the system.

A member hired to fill a position must possess the posted certification and minimum qualifications for the position. Any member having proper certification may apply for the posted position and shall be granted an interview. When one (1) or more current bargaining unit member(s) applies for a bargaining unit position, and meets the posted certification and minimum qualifications, the best qualified of such member(s) shall be granted the position.

b. Replacement Teacher

If a bargaining unit position is vacant prior to the start of the school year and within two (2) weeks of the teacher workday and is filled by an individual who is not currently a bargaining unit member, regardless of the date hired, the individual filling the position will be employed and have all rights consistent with Section 2c of this article. This individual will be initially employed on a one (1) year contract that shall be deemed automatically non-renewed at the end of the contract year without notice and shall not be subject to the evaluation procedure of Article VII C or D or O.R.C. 3319.111.

c. Long-term Substitutes

After sixty (60) days in the same position, long-term substitutes shall be deemed members of the bargaining unit for all purposes, except they shall be deemed automatically non-renewed at the end of the contract year without notice and shall not be subject to the evaluation procedure of Article VII C or O.R.C. 3319.111. However, long-term substitutes shall be notified in writing of the impending non-renewal and shall not be eligible to apply for any position as a bargaining unit member.

A long-term substitute may, after sixty (60) days of employment in the same position, request in writing to his/her principal a written evaluation. This evaluation need not comply with Article VII C of this Agreement or O.R.C. 3319.111.

It is the parties' intent to supersede any provision of the Ohio Revised Code that would require the evaluation of substitute teachers after one hundred twenty (120) days.

3. Transfer Procedure

a. Voluntary Transfer - Members may request a change of assignment in accordance with the following procedures:

1) Change of assignment requests shall refer to: 1) change of year/level, 2) change of subject area.

2) Transfer requests may be initiated by members using the following guidelines:

a) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.

b) Transfers will be considered if an opening exists or becomes available.

c) Members applying for a transfer will be interviewed for the open position. Positions shall be filled in accordance with the provisions of this section.

b. Involuntary Transfer - Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer (reassignment) in the building, subject [different areas of certification], grade level, notification thereof shall be given to the involved member(s) preceding the effective date of said involuntary transfer. No member shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to a staffing need, a member's area(s) of certification, his/her teaching experience, and length of continuous service in the district will be used as the criteria in determining if a member is to be transferred (least service - first transferred).

Members being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting [within five (5) days of a written request] of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may have representation of his/her choosing at the meeting; however, the Association President or his/her designee shall receive notice of such meeting and shall be entitled to attend said meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

c. If a teacher is voluntarily or involuntarily transferred to accommodate a larger or smaller than normal grade level size, the teacher may return to the position taught prior to the transfer without having to post the position.

B. Contracts

1. Contracts to teach in the Hillsdale Local Schools will be offered by the Board in accordance with the applicable provisions of ORC Section 3319.08 and this contract.

2. Limited Contracts

Limited teacher contracts may be approved by the Board upon the recommendations of the Superintendent. If a contract is approved by the Board, it shall be issued in the following sequence:

a. One (1) year, upon initial employment;

b. One (1) year, upon reemployment, for second contract;

c. Two (2) years, upon reemployment, for a third contract;

d. Five (5) years, upon reemployment, for fourth and subsequent contracts.

3. Intervention Specialists on Temporary Certificates/License

a. The parties agree that when an Intervention Specialist is hired and working on a temporary certificate/license, he/she shall only be eligible for a one-year limited contract which shall be automatically non-renewed without formal Board action at the end of each school year.

b. Whenever an Intervention Specialist acquires a certificate/license qualifying him/her to teach learning disabled students, other than a temporary license/certificate, he/she shall begin the sequence of contracts as prescribed in Article VII, Section B2 of the negotiated agreement beginning with the first school year subsequent to the receipt of this certificate/license.

c. While teaching on a temporary license, an Intervention Specialist shall not be eligible to bid on any other bargaining unit position. Notwithstanding the foregoing, after completing two (2) one-year contracts, an Intervention Specialist will become eligible to bid on other bargaining unit positions, which become available during his/her third or subsequent year of employment.

4. Continuing Contracts

When a member becomes eligible for a continuing contract (time and certification) during the term of a limited contract, the member shall notify the Superintendent. The Superintendent shall recommend the member for a continuing contract at the May Board meeting (next following notification of eligibility) when teaching contracts are considered. If the Superintendent chooses not to recommend interruption of the present contract, the member shall be notified as to the reasons and continue on the limited contract. The reasons given shall be directly related to the evaluation process. Should the member make request after the May meeting, consideration will not occur until the following May. When a continuing contract is recommended under this provision, it shall be effective for the contract year immediately following the

May Board meeting. It is intended by the parties that this procedure shall supersede Ohio Revised Code 3319.11 to the extent permitted by law.

Consideration of continuing contracts at the end of a limited contract term will be in accordance with pertinent provision(s) of the Ohio Revised Code.

5. Supplemental Limited Contracts

a. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

1) duration of supplemental contract

2) title of supplemental position

3) amount of supplemental compensation or hourly rate by payment section

4) supplemental job description

b. Filling Supplemental Positions

All qualifications for the supplemental position shall appear on the posting notice. Posting and filling of supplemental positions shall be in accordance with Article VII, Section A (2) of this article.

c. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

d. Compensation for Supplemental Positions

1) Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

2) Members shall be paid in accordance with Article V, Section B (Supplemental Salary Schedule) in this contract.

e. Non-renewal of Supplemental Contracts

The Board shall provide to the member written notice of its intent to non-renew the member's supplemental contract within forty-five (45) days following completion of the activity. Failure of the Board to

provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal of a supplemental contract shall result in the automatic renewal of the contract.

A member's performance in a supplemental position shall not have an adverse effect upon such member's regular teaching responsibilities.

C. Conditions of Evaluation/Observation less than 50%

For Bargaining unit members who spend less than fifty percent (50%) of their time providing instruction to students:

1. Purpose

a. To assess a member's work performance.

b. To help the member to achieve greater effectiveness in performance of the work assignment.

c. To constitute the basis for personnel decisions including continuing contract status, limited contract renewal, or contract non-renewal or termination.

d. To constitute a basis for promotion and reassignment.

2. Procedures of Evaluation

Observation/evaluation shall be conducted in accordance with the provisions of this contract.

a. Evaluator

Evaluation of a member shall be conducted by the member's principal or Superintendent except as otherwise provided for in Section 2 d. 7). In the event a member performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor.

b. Orientation

Not later than October 1 each year that evaluation is scheduled, or in the case of a new member within thirty (30) days of the first day worked, each member shall be notified in writing of the name and position of the evaluating supervisor. Should there be the need for a change to the initial notification of the evaluating supervisor due to extenuating circumstances, the member shall be notified of such change in writing as soon as the change has been determined.

A member newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by the evaluator of the evaluation procedures in effect. Such notification

shall be within two (2) weeks of the first day in a new assignment or October 1, whichever is later.

c. The formal program of member evaluation will be accomplished through classroom (for supplemental responsibilities classroom shall mean the location where the member's primary responsibilities are performed) observation followed by a written evaluation on Form A (Form C will be used for supplemental responsibilities), copies of which are found in Appendix E.

d. Schedule of Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

1) First year members and members new to the Hillsdale Local Schools - a minimum of two (2) evaluation/observations per school year;

2) Limited contract members with more than one (1) year, but less than four (4) years in the bargaining unit - a minimum of two (2) evaluation/observations per school year;

3) Multi-year limited contract members with more than four (4) years in the bargaining unit - a minimum of two (2) evaluation/observations during the school year in which contract renewal will be considered;

4) Continuing contract members and multi-year limited contract members whose contracts do not expire during the school year - a minimum of one (1) evaluation/observation every third school year;

5) A member holding a limited contract for supplemental responsibilities shall be observed and evaluated at least once for that contract and during the contract period;

6) Should the administrator choose not to evaluate, the performance of the affected member (either supplemental or regular teaching) the member shall be considered to be at least satisfactory;

7) Upon the request of the member only, at least one (1) evaluation shall be conducted by a Hillsdale School District administrator so designated by the member.

Additional formal observations/evaluations (over and above the minimum number specified above) may be arranged at the request of the grade level administrator and, if held, shall be conducted in accordance with the terms and conditions of this

section. Such additional observations/evaluations shall only be conducted for specific written reasons. Written specification of the cause for each additional observation/evaluation will be provided to the affected member.

At least three (3) evaluations shall be made of any member for whom non-reemployment of a regular teaching contract is considered. These evaluations must be completed by May 1. At least one (1) evaluation shall be made between February 1 and May 1.

e. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix E of this Contract.

No member shall be evaluated on his or her work performance except after fair and reasonable observation of the work performance of the member.

All monitoring or observation of the work performance of a member shall, where possible, be conducted openly and with full knowledge of the member.

f. Observations

1) Schedule of Observations

A minimum of one (1) observation shall be conducted prior the first Friday in December of a year when observation/evaluation is to occur. An observation shall last a minimum of thirty (30) minutes. If after such observation(s) a member is found to be deficient to the extent that adverse personnel action may result, additional observations of thirty minutes each may be required (Form B will be used for this situation).

2) Observation Conferences

All observations shall be preceded by a conference between the evaluator and the member in order for the member to explain plans and objectives for the work situation to be observed.

There shall be at least ten (10) school days between observations. The final observation for the work year shall be made by May 1 of the school year.

A post-observation conference between the evaluator and the member shall be held within seven (7) workdays after each observation, denoting deficiencies, in order for questions arising from the observation to be discussed. All observations shall be

compiled in writing. A copy of the written compilation shall be given to the member.

g. Identification of Deficiencies

1) Deficiencies Identified Through Formal Observations

A member, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the member to correct such deficiencies. The supervisor involved in the particular area of the member's work shall assist the member in correcting those deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the member to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement. When the evaluator has complied with the provisions of this section, the responsibility for improvement lies with the individual member.

2) Other Deficiencies

Other deficiencies regarding the member's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

h. Finalization of Evaluation

1) Written Evaluation

A copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator prior to finalizing it for transmission to the member's personnel file.

2) Completion of Evaluation Process

The performance evaluation of a member shall be based upon the observations of the member's performance and shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note 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 member to verify notification to the member that the evaluation will be placed on file, but the

member's signature should not be construed as evidence the member agrees with the contents of the evaluation report. The written evaluation report shall be completed within seven (7) days of the post-evaluation conference.

3) Objection to Evaluation

If the member deems the formal written evaluation report to be incomplete, inaccurate, or unjust, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both parties shall be retained by the member. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

4) Personnel Action Requirements

If the evaluator decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the member shall be given the reasons in writing at least seven (7) days prior to the written communication of such recommendation to the Superintendent and/or the Board, but no later than June 1.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an impending adverse personnel action.

3. This provision shall supersede section(s) of the Ohio Revised Code that address the conditions of teacher evaluation.

D. Conditions of Evaluation/Observation 50% or greater

This Section of the Contract applies to bargaining unit members who spend fifty percent (50%) or more of their time providing instruction to students.

1. Definitions

a. Evaluation Cycle: The period from the establishment of a Professional Growth or Improvement Plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this Contract or Ohio Revised Code.

b. Evaluation Factors: The walk-through(s), observation(s), and other components required by the Ohio Revised Code, the state evaluation framework, and OTES 2.0 model to be used in the teacher evaluation procedure.

c. Evaluation Rating: The final holistic evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors

observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be arbitrarily weighted.

d. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

e. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

f. Improvement Plan: A detailed, written plan developed by the evaluator, into which the teacher may provide input. When a teacher receives a holistic Evaluation Rating of "Ineffective", reasonable efforts will be made to complete the plan no later than the last member workday of the year. All improvement plans shall be put in place by the start of the Academic year. The approved form for the Improvement Plan is attached to this Agreement in Appendix G.

g. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, holistic teacher evaluation ratings to the State Board of Education (SBOE).

h. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by ORC Sections 3319.111 and 3319.112.

i. Professional Growth Plan: A written plan, self-directed, jointly developed between the teacher and evaluator, or guided by the evaluator, is designed for the purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation, and put in place at the start of the academic year. The approved form for the Professional Growth Plan is attached to this Agreement in Appendix G.

j. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix G of this Agreement.

2. Purpose

a. To improve teacher instruction and improve student achievement;

b. To base evaluation on the Ohio Standards for Educators;

c. To encourage collaboration between teacher and evaluator using a research-based, transparent, and fair model for teacher performance; and

d. To constitute a basis for contract status (i.e., renewal, non-renewal, or termination).

3. Procedures of Evaluation

Observation/evaluation shall be conducted in accordance with the provisions of this contract.

a. Evaluator

Evaluation of a member shall be conducted by the member's SBOE OTES credentialed principal or Superintendent that is under current employment by the Board and or its designee except as otherwise provided for in Section 3. d. 3). In the event a member performs work under the supervision of more than one (1) supervisor, one (1) SBOE OTES credentialed supervisor shall be designated by the Superintendent as the evaluating supervisor.

In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

Upon request of the teacher, the teacher may be assigned a new evaluator if the Superintendent determines the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an "Ineffective" rating on his/her most recent evaluation.

b. Notification

Not later than October 1 of each year that an evaluation is scheduled, or in the case of a new member within thirty (30) days of the first day worked, each member shall be notified in writing either by hardcopy or electronically of the name and position of the evaluating supervisor. Should there be the need for a change to the initial notification of the evaluating supervisor due to extenuating circumstances, the member shall be notified of such change in writing either by hardcopy or electronically as soon as the change has been determined.

A member newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment, or October 1, whichever is later.

c. Formal Evaluation

The formal program of member evaluation will be accomplished through classroom formal observations, informal walk-through observations, pre-observation conferences, post-observation conferences, and HQSD followed by a written evaluation.

1) The most current version of the forms will be used for evaluation purposes and can be found on the State Board of Education website and in Appendix G:

   a) Self-Assessment Form
   b) Professional Growth Plan Form
   c) Assessment of Teacher Performance
   d) Final Holistic Rating Form
   e) Improvement Plan Form
   f) Classroom Walk-Through and Informal Observation Form

2) Should an electronic version of the aforementioned forms be available through a vendor application this/these version(s) of the form may be used and transmitted to the member electronically in lieu of a completed hardcopy form. The electronic version of the form must be in a pdf format or another format that is able to be printed. Only printed and signed forms will be put in the member's personnel file.

3) Any new forms created by the SBOE for the Ohio Teacher Evaluation System shall be introduced to the members and a one year pilot of the form may be completed prior to full implementation of the form. If a form is added to OTES mid-school year, the form shall be piloted the remainder of that school year and may be implemented the following school year. This section does not refer to changes/modifications made to current OTES forms.

d. Schedule of Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

1) All members covered by this section of the contract shall be evaluated yearly except as provided in numbers 4), 5), 6), and 7) below.

2) Should the administrator not complete all requirements of OTES, the performance of the affected member shall be considered to be at least "Skilled."

3) Upon receipt of an evaluation rating of “Ineffective”, the member may request of the Superintendent that the succeeding evaluation be conducted by a different SBOE OTES credentialed evaluator as outlined in Section 3. a. of this article that is designated by the Superintendent after collaboration between the member and the Superintendent.

4) Any member who received a rating of “Accomplished” on the most recent evaluation conducted under this section may be evaluated once every three (3) school years, so long as the member submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. Under these conditions, the member shall be observed at least once and shall have at least one (1) conference per year with his/her evaluator.

5) Any member who received a rating of “Skilled” on the most recent evaluation conducted under this section may be evaluated once every two (2) school years, so long as the member and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. Under these conditions, the member shall be observed at least once and have at least one (1) conference held per year with his/her evaluator.

6) The Board may elect not to conduct an evaluation of a member who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.

7) The Board may elect not to conduct an evaluation of a member who has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

8) The Board may elect not to conduct an evaluation for any teacher who is participating in the teacher residency program established by ORC Section 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators; or is a substitute teacher.

9) Notwithstanding the foregoing, any teacher in the final year of a limited contract or who is being considered for a continuing contract may be evaluated.

e. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Assessment of Teacher Performance.

A teacher of record is a teacher who is responsible for assigning the grade to the student and is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”.

No member shall be evaluated on his or her work performance without supporting documentation/evidence.

All monitoring or observation of the work performance of a member shall, where possible, be conducted openly and with full knowledge of the member.

f. Observations

1) Schedule of Observations

For members on a full evaluation cycle, a minimum of one (1) holistic observation shall be conducted prior to the first Friday in December. The second formal focused observation, with an emphasis on identified focus area(s), shall be completed no later than April 15. An observation shall last a minimum of thirty (30) consecutive minutes.

There shall be at least ten (10) school days between observations unless mutually agreed upon between the member and the evaluator. The final observation for the work year shall be made by May 1 of the school year.

The Board shall perform a minimum of three (3) formal observations during the evaluation cycle of a teacher in any school year in which the Board may wish to declare its intention not to re-employ a teacher under ORC Section 3319.11. The observation schedule shall comply with the above language and the third formal observation shall occur at least ten (10) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1.

When observing for evaluation purposes, the evaluator will not intentionally disrupt the learning environment in the classroom (e.g., interrupting the teacher or engaging directly with students).

One (1) formal observation shall occur no later than April 15 during a year when a teacher is on a less frequent evaluation cycle.

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.

A teacher may request a formal observation at any time in addition to those required by this procedure.

2) Pre-Observation Conference

a) Prior to the first observation, the member will complete and/or review the Self-Assessment Form.

b) A pre-observation conference is mandatory for classroom observations and should be held not more than five (5) working days before the originally scheduled classroom observation. Should an emergency situation arise where the evaluator or member is unavailable during the originally scheduled observation, a new pre-observation conference may be waived if mutually agreed upon. Walk-through observations do not require pre-observation conferences.

3) Walk-through Observation

a) No more than two (2) documented walk-throughs for teachers whose most recent evaluation rating is “Accomplished” or “Skilled” and at least two (2) documented walk-throughs for teachers whose most recent evaluation rating is “Developing” or “Ineffective” may occur during any evaluation cycle.

b) Walk-throughs shall be no more than ten (10) minutes in length.

c) Walk-throughs shall be documented on the Walk-Through and Informal Observation Form. If the administrator has observed a problem or concern in the documented walk-through, this must be documented in writing to the member on the form. The form will be provided to the member no later than five (5) work days following the walk-through.

d) At the request of the member, a formal debriefing shall occur no later than five (5) work days after receipt of the form to discuss observations relative to the identified focus.

e) Walk-throughs shall not intentionally disrupt the learning environment in the classroom (e.g., interrupting the teacher or engaging directly with students).

f) The teacher may receive electronic or written notification that identifies the focus, date, and time of the walk-through at least two (2) working days prior to each walk-through. If the teacher is on Board-approved leave during the time the evaluator sends the notification, the walk-through shall be rescheduled.

4) Post-observation conference

a) Post-observation conferences must be held within ten (10) working days of the classroom observation unless, for good cause, an extension of the ten (10) day limit is mutually agreed upon between the member and the evaluator. During the Post Observation conference, the member and evaluator will review and discuss progress made on the Professional Growth Plan or the Improvement Plan.

b) The member shall receive a copy of the Assessment of Teacher Performance form at the post-observation conference.

c) Information in the evaluation must be based on the pre-observation conferences, post-observation conferences, and/or direct observation and documentation, of an evaluator.

d) Should a member earn a rating of “Ineffective” in any of the Standards for the Teaching Profession listed on the Assessment of Teacher Performance form, the member, may be placed on an Improvement Plan on “Ineffective” areas only.

e) Members shall have the opportunity to provide evidence that supports an improved rating on any component of the Assessment of Teacher Performance Form received at a Post-Observation Conference. Evidence must be provided to the evaluator within five (5) working days following a Post-Conference. Based on supportive evidence provided

by the member, an evaluator may provide an improved rating on the appropriate component of the Assessment of Teacher Performance Form and inform the member in writing or electronically of such change within five (5) working days of receiving the evidence.

g. Improvement Plan

1) If a member receives a Holistic rating of “Ineffective” on the Final Holistic Rating Form, the evaluator shall place the member on an Improvement Plan developed by the evaluator, to which the member may provide input. The member has the right to have a HEA representative present.

2) A member on an Improvement Plan based on the Final Holistic Rating shall remain on the Improvement Plan for one (1) full academic year.

3) A member on an Improvement Plan may have all Professional Development paid at 100% by the Board upon approval of the Superintendent.

4) The Board will provide for the allocation of financial resources to support professional development for all teachers and also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

5) The Improvement Plan shall:

a) Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;

b) Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;

c) Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;

d) Determine additional education or professional development the teacher needs to improve in the identified area(s); and,

e) Gather evidence of progress or lack of progress.

6) Professional Growth and Improvement Plans shall be aligned to the teacher’s evaluation and, if applicable, include one (1)

component of the District's or Building level Improvement Plan (for the grade level band) required under the "Elementary and Secondary Education Act of 1965", as amended.

7) No Improvement Plan or Professional Growth Plan will have more than two (2) goals per Evaluation Cycle, unless mutually agreed otherwise.

h. Professional Growth Plan

1) Teachers with a final holistic rating of "Accomplished" will annually develop a self-directed Professional Growth Plan and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

2) Teachers with a final holistic rating of "Skilled" shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement and will annually develop a Professional Growth Plan jointly with the evaluator.

3) Teachers whose evaluation rating is "Developing" shall develop a Professional Growth Plan guided by their assigned evaluator.

i. Finalization of Evaluation

1) Written Evaluation

A copy of the Final Holistic Rating Form shall be given to the member and a conference shall be held between the member and the evaluator by May 10.

2) Completion of Evaluation Process

The performance evaluation of a member shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the Final Holistic Rating Form. The holistic evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Evidence gathered during pre-observation conferences, post-observation conferences, direct formal classroom observations and documentation, and documented classroom walk-throughs that are conducted for the current school year, the approved measures of high-quality student data, informal conversations, and evidence of practice and

professionalism shared between a member and his/her evaluator may be used.

The Final Holistic Rating Form shall be signed by the evaluator. The Final Holistic Rating Form should then be signed by the member to indicate that the member and evaluator have discussed the Final Holistic Rating, but the member's signature should not be construed as evidence the member agrees with the contents of the Final Holistic Rating. The Final Holistic Form shall be completed by May 10.

3) Objection to Final Evaluation

If the member deems any part of the evaluation to be incomplete, inaccurate, or unjust, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both parties shall be retained by the member. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

4) Personnel Action Requirements

If there is the possibility of contract non-renewal, a third formal observation shall be conducted prior to May 1 and the member's Improvement Plan shall be consulted to see if any improvement has been made.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an impending adverse personnel action.

5) The Superintendent shall annually file a report to the SBOE including the information required by SBOE.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

6) Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

7) Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with i. 5) above.

j. Academic Council

The Association and Board agree to allow Academic Council to recommend the procedures and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

1) The Academic Council shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2) The Academic Council shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

3) The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

4) If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this Agreement, it shall discuss the matter with the Academic Council. If the discussion results in a recommendation by the Academic Council to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

k. Professional Development

1) The Board shall meet the requirements of ORC Section 3319.112(A)(8-9) to provide professional development and financial resources to support the professional learning required by this Agreement. All professional development will align with the Ohio Professional Development Standards.

2) Evaluators

Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or recredentialing training and have passed said assessment. The Association President shall be notified if any evaluator is not credentialed.

l. High Quality Student Data (HQSD)

1) Each evaluation shall contain two (2) measures of high quality student data (HQSD), unless mutually agreed otherwise. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2) When utilizing vendor assessments to construct HQSD, all affected staff shall be trained on utilization of the assessment program.

a) All new vendor assessments shall be piloted for one (1) year prior to being used as a source of HQSD.

b) Academic Council shall provide a recommendation whether to implement the vendor assessment as HQSD to the Superintendent and Association President by May 1 of the year of the pilot.

3) HQSD shall be used as evidence in any component of the teacher's evaluation related to the standards for the teaching profession as established and amended by the State Board of Education.

4) HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, grade level band, content area, or other group.

5) The Board/designee shall provide all members electronic access, if available, to any and all Value Added and Vendor Assessment data for all their students.

m. Due Process

1) Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the holistic evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and may be approved by the District.

2) All provisions of the evaluation procedure contained in this Agreement are subject to the grievance procedure in Article IV.

E. Ohio School Counselor Evaluation System (OSCES)

1. Purpose

The purpose of the Ohio School Counselor Evaluation System is to:

a. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

b. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

2. Application

The school counselor evaluation procedure contained in this Agreement applies to all school counselors employed by the Hillsdale Local Board of Education.

3. Evaluator Qualifications and Roles

a. An evaluator must be a contracted employee of the Hillsdale Local School District.

b. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.

c. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure absent extenuating circumstances.

d. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

4. Criteria for Counselor Evaluation

a. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

b. All monitoring or observation of the work performance of a counselor shall, where possible, be conducted openly and with the full knowledge of the counselor.

c. Information in the evaluation must be based on the pre-observation conferences, post-observation conferences, and/or direct observation and documentation, of an evaluator.

5. Evaluation Process

a. No school counselor shall be subject to more than one (1) evaluation cycle per school year.

b. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.

c. The Board of Education may evaluate a counselor receiving a rating of "Accomplished" once every three (3) years so long as the metric of student outcomes, for the most recent school year for which data is available, is "Skilled" or higher on the evaluation rubric.

d. The Board of Education may evaluate a counselor receiving a rating of "Skilled" once every two (2) years as long as the metric of student outcomes, for the most recent school year for which data is available, is "Skilled" or higher on the evaluation rubric.

e. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of "Accomplished" or "Skilled", the assigned evaluator shall conduct one (1) formal observation of the counselor and hold one (1) post-observation conference with the counselor. The formal observation process shall be held in compliance with the provisions of this Contract.

f. The District may not conduct an evaluation for any counselor who:

1) Was on leave for fifty percent (50%) or more of the school year as calculated by the Board; or,

2) Submitted notice of retirement and such notice has been accepted by the Board of Education on or before December 1 of the school year in which the counselor plans to retire.

g. The formal program of counselor evaluation will be accomplished through classroom formal observations, informal walk-through observations, pre-observation conferences, post-observation conferences and Metrics of Student Outcomes followed by a written evaluation.

1) The most current version of the Ohio School Counselor Evaluation System (OSCES) forms will be used for evaluation purposes and can be found on the State Board of Education website:

a) School Counselor Evaluation Rubric
b) Self-Assessment Form
c) Professional Growth Plan

d) Informal Observations
e) Pre- and Post-Conference Questions
f) Improvement Plan
g) Planning for the Post-Observation Conference
h) Final Summative Rating
i) Student Metrics

2) Should an electronic version of the aforementioned forms be available through a vendor application this/these version(s) of the form may be used and transmitted to the counselor electronically in lieu of a completed hardcopy form. The electronic version of the form must be in a pdf format or another format that is able to be printed. Only printed and signed forms will be put in the counselor's personnel file.

3) Any new forms created by the SBOE for the Ohio School Counselor Evaluation System (OSCES) shall be introduced to the counselors and a one (1) year pilot of the form may be completed prior to full implementation of the form. If a form is added to OSCES mid-school year, the form shall be piloted the remainder of that school year and may be implemented the following school year. This section does not refer to changes/modifications made to current OSCES forms.

6. Informal Observations

a. An informal observation is a walk-through of non-confidential activities during unannounced times. Such observations shall be documented on the appropriate form and will focus on one (1) or more of the following components:

- Comprehensive School Counseling Program Plan
- Direct Services for Academic, Career and Social/Emotional Development
- Indirect Services: Partnerships and Referrals
- Evaluation and Data
- Leadership and Advocacy
- Professional Responsibility, Knowledge and Growth

b. The walk-through shall be ten (10) consecutive minutes.

c. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walk-through. If the administrator has observed a problem or concern in the documented walk-through, this must be documented in writing to the counselor on the form.

d. Walk-throughs must occur at least twice a year.

7. Formal Observations

a. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and one (1) will take place prior to the first Friday in December. The second formal observation must occur prior to May 1 of the school year. There will be a minimum of ten (10) school days between the first two (2) formal observations.

b. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in “a” above, shall occur more than ten (10) working days after the most recent formal observation.

c. Each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting the parties shall mutually agree to and designate the time and location of the observation. If a pre-conference is not held, the counselor and evaluator shall mutually determine the time and location of the observation.

d. A post-observation conference shall be held no more than ten (10) working days following the observation. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.

e. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to section 3319.11.

f. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.

g. A counselor may request a formal observation at any time in addition to those required by this procedure.

8. Finalization of the Evaluation Cycle

a. Each evaluation will result in a final summative rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

b. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

c. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.

d. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the State Board of Education (SBOE) the final summative rating of each school counselor.

e. The counselor 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 counselor's personnel file.

9. Professional Growth Plans

a. Counselors with a summative evaluation rating of "Accomplished" will develop a self-directed professional growth plan, for the next school year as set forth in this Agreement.

b. Counselors with a summative evaluation rating of "Skilled" or "Developing" shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year as set forth

in this Agreement. Counselors with a "Developing" rating will have their professional growth plan approved by their evaluator.

c. Professional growth plans for a school year shall be developed not later than September 15 of each school year and shall be one (1) academic year in duration.

d. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.

10. Professional Improvement Plans

a. A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this Agreement.

b. In the event that a counselor and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the counselor may request another mutually agreed upon evaluator of the District, to facilitate further discussion between the counselor and the evaluator.

c. The professional improvement plan shall include:

1) Specific measurable performance expectations, resources and assistance to be provided; and,

2) A desired level of performance that is expected and a reasonable time period to correct deficiencies; and,

3) A counselor on an Improvement Plan may have all Professional Development paid at 100% by the Board upon approval of the Superintendent.

d. Improvement plans for the next school year shall be developed not later than June 1 of each school year and shall be one (1) academic year in duration.

11. Due Process

a. Counselors who disagree with any informal or formal observation report and/or the final summative evaluation rating shall be allowed to submit a written rebuttal. This rebuttal will be attached to the summative evaluation report.

b. A counselor shall be entitled to Union representation at any conference held during this procedure where the counselor will be advised of an impending adverse personnel action.

c. Should the administrator not complete all requirements of OSCES, the performance of the affected counselor shall be considered to be at least “Skilled.”

12. Personnel Action Requirements

The evaluation procedure contained in this Agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non-renewal, termination, reduction or recall of any counselor prior to May 1, 2018.

13. Professional Development

a. Annually the Board shall provide professional development and financial resources to continue and accelerate each counselor’s professional growth and improvement and to provide support to counselors who are placed on a Professional Improvement Plan.

b. Evaluators

1) Before beginning the evaluation process, each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and pass a credentialing assessment.

2) Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating counselors for the evaluation cycle.

14. Metrics of Student Outcomes

The school counselor and administration should collaboratively pre-determine metrics that will be used for this portion of the evaluation rubric at the beginning of the evaluation cycle. Metrics that most clearly reflect the work of the school counselor and illustrate a link between the work and the student outcomes should be selected.

F. Just Cause Provision

A member who has been employed by the Board on a multi-year contract shall not be: disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this contract.

G. Reduction in Force (RIF)

1. When by reason of decreased enrollment of pupils, return to duty of regular members after a leave of absence, or by reason of suspension of schools or territorial changes affecting the district or financial reasons, a reasonable reduction in the number of teachers may be made. Such reduction shall be made by suspending a member(s) contract(s), by the Board, in accordance with the provisions of this section and ORC 3319.17.

   Definitions

   a. Reduction in Force: The elimination of a current teacher.

   b. Position: One (1) position is determined by the previous status of the member fulfilling contractual (either written or verbal) responsibilities on a full-time, part-time, per diem, or temporary basis, i.e., the responsibilities performed by a member who is employed to perform responsibilities for six (6) or more hours per day or is paid at a full-time rate shall be considered a full position, the responsibilities performed by a member who is employed to work three (3) hours per day and is paid a salary and/or per diem rate that is one-half of what is normally paid for a full-time assignment shall be considered one-half (1/2) position.

   c. Decline in Student Enrollment: A decline in student enrollment (ADM) shall be determined first on a district-wide basis and then also within the area of certification which is to be reduced.

   d. Reasonable reduction will be arrived at based on need as determined by the Board subject to review through the grievance procedure.

   e. Suspension of contract that results from a return of a member(s) after a leave of absence shall not result in a reduction of positions.

   f. Suspended contract shall mean employed but on an inactive status without pay.

2. The procedures for a reduction are as follows:

   a. At least ninety (90) days prior to the date of implementation, the Association President shall be notified of the Board's intent to consider a RIF.

   b. Within five (5) days after receiving the notification of the Board's intent to consider a RIF, the Association may request a meeting with the Board to be held at an agreed upon date to enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data.

c. Procedures for determining seniority list(s):

A seniority list(s) shall be prepared of all members according to continuous service in a bargaining unit position in the district within each and every area(s) of certification. This list(s) shall be maintained and updated on annual basis prior to February 1. All approved "leaves of absence" will be applied toward continuous service for seniority purposes. The list(s) shall include the following information:

1) Date of initial employment (continuous service in the district).

2) Date of application for employment.

3) Areas of certification (eligible for as of October 1).

4) Current teaching area(s).

The Association President shall receive a copy of the seniority list(s) by January 15 of each year.

d. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of member(s) who will be returning from an approved leave of absence will be separately indicated as a part of the aforementioned formalized list. The number of members who will be returning, within an area of certification, will be indicated.

e. The suspension of contracts that would result from the return of member(s) whose Board-approved leave of absence is expiring shall be initiated on a position-by-position basis. The contract suspension, if necessary, shall be determined by evaluations, except in the instance that evaluations are comparable, then the contract suspension shall affect the position held by the least senior member, as defined by this section, in the area of certification in which the returning member was teaching prior to the leave, unless the returning member can be assigned to an open position for which the member is certified. When the latter occurs, no contract suspension will occur. Said suspensions, with regard to such returning member(s), shall not result in a reduction in force. Contracts that are suspended as a result of members returning from Board-approved leaves of absence shall be processed first and shall be in accordance with the procedures stated in part f. (3) below. All teachers on continuing contracts shall be considered more senior than those on limited contracts.

f. Contracts that are to be suspended as the result of members returning from Board-approved leaves of absence or a reduction in force will be accomplished by applying the following steps:

1) Any return from leave or reduction in force as indicated in parts d and e shall be covered to the extent possible through normal attrition (leave of absence, resignations, retirement, etc.).

2) The order of reduction in each certification/licensure area shall be as follows:

   a) First: members holding limited contracts, based on Licensure/Certification, who have not been formally evaluated in the District.

   b) Second: members holding limited contracts based on:

      i) Licensure/Certification;
      ii) Competency as determined by formal evaluation;
      iii) When evaluations are comparable, by lowest seniority in the District.

   c) Third: members holding continuing contracts based on:

      i) Licensure/Certification;
      ii) Competency as determined by formal evaluation;
      iii) When evaluations are comparable, by lowest seniority in the District.

3) The members who presently hold those positions, as determined in 2.d, are the members whose contracts is/are to be suspended, unless it is possible, for the involved members, to bump a member with less seniority and a comparable or lesser evaluation in another area for which the involved member is/or can become properly certificated by August 1 of the year of implementation. The member seeking to bump shall within ten (10) school days provide to the Superintendent a written notice of intent to bump including the designation of the member to be bumped.

4) "Competency as determined by formal evaluation" will be based solely on the final holistic rating of the teacher evaluation system and "comparable evaluation" shall be measured based solely on the final holistic rating of the teacher evaluation system. The ratings for consideration as being comparable are as follows: "Accomplished" and "Skilled" are comparable; "Developing" are comparable only to "Developing"; and "Ineffective" are comparable only to "Ineffective".

g. System-wide seniority shall be the basis of any RIF program when evaluations are deemed comparable with preference to continuing contracts over limited contracts. If ties occur in seniority, regarding years of service, the member with the earliest date of Board action to employ will be considered most senior. If a tie(s) still remain, the tie(s) will be broken by the earlier date of application for employment. If a tie(s) still remain, the tie(s) will be broken by administrative decision.

h. A member(s) whose contract(s) is suspended by the Board as a result of a RIF program shall be given written notification by certified mail or personal delivery after the completion of the school day. This notification shall indicate the date that the Board acted to suspend the member's contract.

3. Reemployment of a member(s) whose contract(s) was/were suspended by the RIF program shall be in accordance with the following procedures:

a. Member(s) whose contract(s) is/are suspended shall be placed on a recall list stating years of continuous service to the district and subject(s) certified to teach.

b. A member on the recall list shall be offered a contract, for positions for which he/she is certificated, (or has become certificated as set forth on said recall list, as positions become available and in keeping with the evaluation or seniority provisions of the RIF policy -- inverse order -- last RIFed, first reemployed). Notification will be made by certified mail. It is the responsibility of the involved member(s) to advise the Board of the address where he/she can be reached.

c. A member who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If an individual does not accept a contract for a comparable position (% of FTE) or fails to respond in the time stated, the individual will be removed from the recall list.

d. No members new to the district will be employed until all properly certificated member(s) on the recall list have been offered a contract for the position in accordance with the provisions of this policy.

e. A member may stay on the recall list for thirty-six (36) months from the effective date of his/her layoff or until offered a recall to a comparable (% of FTE) position within the District, whichever occurs first.

f. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.

4. Transfers of member(s) employed but not affected by the RIF program shall be limited to areas of certification not affected by said program. If a position(s) initially abolished is/are reinstated or a new position(s) is/are established, this position(s) will be offered first to member(s) who are properly certificated and

whose name(s) appear on the recall list (as developed in Section 3.a.). Transfers may be made to or within an area affected by the RIF program after the position(s) have been offered to all properly certificated members on said recall list.

5. Members not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute teachers as the need occurs.

6. RIFed members shall have the right to pay the total premium for group life, hospitalization, and other group benefits as provided by federal law (COBRA). During this time period, members whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.

7. Administrative and supervisory personnel are excluded from the provisions of this article.

H. Chronic Communicable Diseases

The Board shall not deprive any bargaining unit member of any rights provided under this contract or guaranteed by law as a result of a chronic communicable disease.

I. Personnel Files

The official member personnel file shall be maintained in the Central Office. Said files shall be maintained by the Superintendent or his/her designee. The President of the Association shall be notified in writing by September 1 of any year of the name of the individual who will have the responsibility for maintaining the file system when a change has been made regarding such responsibility. Such indicated individual shall be responsible for developing necessary rules regarding access to the system, proper placement of material and the security of the system.

Further, the Superintendent or his/her designee shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, and completeness.

The purpose of this system is to serve as the repository of records, documents, etc. that are necessary and relevant to the individual member's employment status and all other terms and conditions of employment.

Access to the personnel files of an individual will be limited to the following: the involved member, the Superintendent, Central Office administrators, the official Board of Education, legal counsel, the individual member's immediate principal or supervisor and in the case of a transfer the principal or immediate supervisor for that position, clerical employees who are assigned system maintenance responsibilities, and other individual(s) who may be entitled, by Ohio law, to have access to information determined to be public information by such law and appropriate courts of law. Medical records shall not be considered public documents for the purposes of this provision and shall be filed separately from other "public information".

The member shall have access to all personal information contained in the system during regularly scheduled office hours, within a reasonable period of time. There shall not be a charge for the access to the system.

Upon request by the member, the Superintendent or his/her designee shall:

1. Inform the member of the existence of any personal information in the file;

2. Permit the member and his/her attorney to inspect all personal information in the file;

3. Inform the member regarding the types of uses made of the information including the identity of the users of the information; a log shall be maintained as a part of each member's file that will indicate the name and date that access was granted to the file; no information will be disseminated except by on site access or by the requirement of the compulsory legal process;

4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;

5. Upon written approval of the member, grant access to the member's attorney or other representative; and,

6. Furnish the member with a copy of any information contained in the system (notwithstanding exceptions by law) at no charge.

After the effective date of this provision, the member(s) shall have the right to read and shall receive a copy of (at no charge) all information, except transcripts, that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system prior to such placement. Said response shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the document be made.

No parent complaints will be placed in the personnel file of a member unless and until the parent has discussed the complaint with the involved member, and if not satisfied, has submitted the complaint formally in writing and has signed such communication.

No anonymous letters or material will be placed in the system.

The member shall have the right to dispute the accuracy, relevance, timeliness, or completeness of information contained in the system. The Superintendent must make an immediate investigation to determine the validity of the claim and to notify the member within a reasonable period of time of the results of the investigation and the action that is to be taken (if any). The Superintendent shall

remove all information from the system that is no longer timely, cannot be verified, is inaccurate, or is incomplete.

ARTICLE VIII - WORKING CONDITIONS

A. School Calendar - Length of School Day/Year

1. School Calendar

The Calendar Committee shall develop a school calendar and shall forward said recommended calendar to the Board of Education by the January board meeting of each year. If the Board objects to the calendar submitted the recommended calendar shall be returned to the Calendar Committee along with a listing of objections for reconsideration by the Committee.

The Calendar Committee shall consist of eight (8) members: three (3) certified members (total), one (1) from each grade level band, an equal number of classified members, one (1) administrator and one (1) Board member. The committee chair shall be rotated on a yearly basis, starting with the administrator member, then the certified member, and then the classified member. The chair shall call the first meeting by October 15 of each year.

2. Length of School Day/Year

The regular school year for members shall be one hundred eighty-five (185) days which shall include:

a. Two (2) pre-school preparation days; to include no more than one-half (1/2) day for staff meetings and one-half (1/2) day to be used as decided by the Academic Council. Up to thirty (30) minutes of these administrative meetings shall be devoted to the discussion of special education responsibilities led by intervention specialists. An agenda shall be submitted to the grade level administrator at least one (1) day prior.

b. One (1) professional meeting day; scheduled by the Calendar Committee to provide time for members to complete online trainings to meet legal requirements. If a staff member is up-to-date and in compliance with all trainings being offered on that day, he/she will not be required to report to the building on that day.

c. One (1) record day for members which shall be the final day of the member contract year.

d. One-half (1/2) professional day to be used at administrative discretion to include activities such as school programs, open houses, staff meetings or other such activities beyond the regular workday. Except in emergency situations, the members shall be provided a minimum of one (1) week prior notice and agendas for all faculty meetings will be

provided at least twenty-four (24) hours in advance. The administration may schedule up to seven (7) staff meetings, one (1) per month, that may extend beyond the regular workday for up to thirty (30) minutes. Except in emergency situations members shall be provided a minimum of one (1) week prior notice of such meetings.

e. Two (2) days for Parent Teacher Conferences – no students in attendance on these days.

f. No more than one hundred seventy-eight (178) days with students in attendance. Professional development days may be substituted for student days.

The regular school day shall not exceed seven (7) hours thirty (30) minutes. The student day will start no sooner than ten (10) minutes after the start of the member day and will end no less than five (5) minutes before the end of the member day.

The last fifteen (15) minutes of the member workday shall be allotted to preparation/collaboration. These fifteen (15) minutes shall not count toward the two hundred (200) minutes of planning time in Article VIII. B. These fifteen (15) minutes also shall not count toward the thirty (30) minutes of preparation/ intervention/collaboration time in Article VIII. B.

No bargaining unit member shall be assigned more than one (1) duty at a time unless mutually agreed upon. This provision is not intended to prohibit the rotation of duties throughout the school year as determined collaboratively by the administration and bargaining unit members.

g. Members will receive up to five (5) days when school is closed due to weather or other public calamity. Any days in excess of these five (5) days will be made up according to the Board-adopted calendar.

B. Planning Time/Preparation/Intervention/Collaboration

The administration shall arrange the schedule so that each member shall have at least two hundred (200) minutes each week of planning time within the normal student day. In addition to the foregoing two hundred (200) minutes of planning time, members who teach in grades K-6 shall receive an additional thirty (30) minutes per day for preparation/intervention/collaboration.

The Board shall employ adults to work during the noon lunch period in the K-6 and 7-12 cafeterias.

C. Academic Council

Purpose: To assist in providing the best possible educational program for the pupils of the district.

To reflect the needs and desires of the teaching staff.

To identify curricular needs.

To recommend and assist with curricular improvements.

To plan the negotiated inservice activities.

Membership: The Council shall consist of each grade level principal, the local Superintendent, the Curriculum Director, the department chairpersons (Mathematics, Social Studies, ELA, Science, Fine Arts, Specials and Special Education), one (1) junior high teacher (7-8), one (1) intermediate teacher (5-6), and two (2) primary teachers (K-4). Each group shall select its own teacher representative. Teacher representatives shall be selected for a two-year term. Chairperson of the Academic Council shall be a teacher member of the Academic Council and elected by a popular vote of the Council.

Mode of Operation: The Council shall meet prior to each nine-week grading period. Additional meetings may be called by the chairperson.

D. In-service

An in-service program coordinated by the Academic Council shall be established in order to provide opportunity for members to participate in in-service activities. The Academic Council shall establish between three (3) and six (6) meetings per year for a total of six (6) hours' in-service. They shall range from one (1) to two (2) hours in length and may be early release or late start. There shall be both district and grade level meetings. The district meetings shall be planned by the Academic Council prior to October 1 each year, and the grade level meetings shall be planned by the principal and the grade level members of the Academic Council.

Waiver days and voucher in-service opportunities also may be planned by the Academic Council.

E. Substitution

1. Substitutes will be employed when available.

   The administration shall attempt to secure substitutes for special teachers (art, music, physical education). If the special teachers cannot meet with their scheduled classes, the administration shall provide a substitute or make other agreeable arrangements so that the classroom member shall have his/her planning time as scheduled.

2. Members are not to be used as substitute teachers in classes where a member is absent the entire day and most of the member's students are in school.

3. If members are asked to substitute by a district administrator/representative because of an impossibility of acquiring a regular substitute for the day, the member has the option of saying no without prejudice.

   a. A member of the bargaining unit who chooses to substitute during his/her conference/planning period at the 7-12 grade levels shall be compensated at the rate of thirty dollars ($30) per period.

   b. Any bargaining unit member working at the K-6 grade levels who chooses to accept students from another class being split among the other classes in the same grade level shall be paid one hundred fifty dollars ($150) to be shared equally among members accepting students. Any member who chooses to substitute during his/her conference/planning period shall be compensated at the rate of thirty dollars ($30) per hour.

4. A member not able to be in school should call by 6:00 a.m. at the latest, so there is ample time to acquire a substitute.

5. A member that has been absent and will remain out the following day or days should call the school principal before school is out so the substitute teacher can be hired for the next day.

6. Lesson plans are to be available in the classroom for the substitute.

7. A substitute folder should be on file for every member in each grade level with the following items in the folder:

   a. Location of lesson plans.

   b. Class schedule with rooms and time periods and special duties.

   c. Location of grade book and class and study hall rosters.

   d. Seating charts or location of same.

   e. Name of one (1) or two (2) reliable students in each class.

   f. Provide instructions on special things:

      1) Hall passes.
      2) Fire drill & tornado evacuation procedure, location of door pin.
      3) Student health problems.
      4) Location of textbooks, A-V equipment.
      5) Restroom passes.
      6) Lunch dismissal.
      7) After school dismissal.
      8) Others.

F. Substitutes

The Board will employ substitutes. Substitutes will be arranged for only by the administrative offices.

G. Member Facilities

Each grade level band Advisory Committee shall annually discuss physical conditions within the building and make recommendations to the Superintendent by March 1.

H. Lunch Break

Each member shall have thirty (30) consecutive minutes of duty-free lunch time. If occasionally it is necessary to be away from the building, the building office personnel must be notified.

I. Professional Work Center

A work center/lounge for members shall be established or maintained in the building. Such work centers shall include a computer, a copy machine, all necessary supplies and materials for the copy machine, chairs, and tables. A phone will be provided in each work center/lounge for the use of members to place and receive in private calls related to their teaching responsibilities.

J. Classroom Materials Purchasing

Small incidental items (up to $25 per year) which are needed by the classroom member may be purchased on the spot by the member provided Board funds are available. A sales slip stating the name of the vendor, the items purchased, and the cost must be obtained at the time of purchase and returned promptly to the appropriate grade level office so a covering purchase order may be drawn. The item should be charged if possible, otherwise paid in cash by the member. Tax cannot be paid by the Board.

K. Assigning Grades

Grades shall be due by 8:00 A.M. on the third school day following the end of the grading period.

At the end of each year, additional time will be provided to each elementary teacher to complete required test reports (for the Ohio Diagnostic Assessments and required Response to Intervention (RTI) paperwork, for example) and accompanying documentation required for state-required EMIS data to be placed in students' permanent record files. This time may be provided by early dismissals, late starts, and/or the use of substitute teachers. If such time cannot be provided during the regular work day, teachers shall be paid thirty dollars ($30) per hour for up to four (4) hours for completing this paperwork.

The assigning of grades is the responsibility of the teacher, and infringement of this responsibility should be avoided when possible. If a grade level principal believes it necessary to change a pupil's grade in any subject at the end of a grading period, or the final grade for a year, the principal shall notify the teacher in writing of such change. A copy of this notification will be placed in the student's file.

L. Class Size/Class Load

1. The number of students assigned to a member for the purpose of instruction shall not exceed state mandated ratios for preschool, twenty-five (25) in grades K-2, twenty-six (26) in grades 3-4, and twenty-eight (28) in grades 5-12. The daily instructional load shall not exceed one hundred sixty-five (165) students in grades 7-12. Music classes are not limited by this provision.

2. The number of students assigned to a member for the purpose of instruction at the secondary level (7-12) shall be no more than twenty-eight (28) students per class; however, the facilities must be adequate to accommodate such a number of students, i.e., twenty-eight (28) separate work stations. Physical education and music are not limited by this provision.

3. If a member's class size limit/class load is exceeded at any point as determined in Article VIII(L)(1) or the daily instructional workload exceeds one hundred sixty-five (165) students, a stipend of five hundred dollars ($500) per additional student, pro-rated based on portion of the school day and total instructional days will be paid.

4. Due to increasing changes in curriculum, all self-contained teachers in grades K-3 shall receive an annual stipend of one thousand dollars ($1,000) paid in two (2) equal installments compensated in the second pay period in both January and June for the 2024-2025, 2025-2026, and 2026-2027 school years.

5. Secondary teachers shall not be assigned more than three (3) different preparations per day, unless the teacher agrees due to special circumstances. Music, art, and physical education are not limited by this provision. It is understood that combined level classes meeting during the same period will constitute one preparation for each level.

   Secondary teachers who agree may work a flexible schedule that would involve teaching a course before the start of the regular school day or after the end of the regular school day. Such arrangements require the agreement of the bargaining unit member and may not require the bargaining unit member to work more hours than the regular workday.

6. Students at all levels shall be assigned to available classrooms in an equitable manner within each grade level.

M. Competency and/or Standardized Testing Program for Students

A committee of members and administrators shall be formed annually to review and evaluate the testing program.

N. Access to Building

The Board agrees to permit necessary access to the building for bargaining unit members by making proper arrangements with the grade level principal.

O. Special Education

1. Factors in Determining Options

Regular education teachers working with special education students shall be provided necessary training, in-service programs, time for IEP, IAT and/or 504 Plan preparation, and professional assistance to enable the teacher to implement the student's IEP, IAT and/or 504 Plan. Intervention specialists shall receive four hundred dollar ($400.00) stipends for excess time spent in the preparation of IEP/IATs and related meetings. In addition, teachers in grades K-12 shall receive a payment of thirty dollars ($30) (including benefits) per IEP/IAT/504 Plan meeting attended outside the workday to a maximum district expenditure of four thousand five hundred dollars ($4,500.00) per year. Such training, in-service programs, IEP, IAT and/or 504 Plan preparation time, and/or professional assistance shall be provided on release time. Teachers shall not be required to perform any medical procedures, except first aid, on a student or perform custodial care (i.e., diapering).

2. Special Education Class Load

When the teacher aide or intervention specialist is absent, reasonable attempts will be made to arrange for a substitute to perform his/her duties.

3. Documentation

a. Regular education teachers shall be provided with a preliminary list of all students in their classes for the succeeding school year with IEPs, IATs and 504 Plans as well as required accommodations, specialized equipment, and modifications no later than one (1) week prior to the first student day. Throughout the school year, regular education teachers shall be provided updates no later than forty-eight (48) hours after new plans are written and/or current plans are modified and approved/agreed upon.

b. Regular education teachers with students on IEPs shall be given electronic access to the student's current IEP information that is necessary for them to do their job.

c. All IEP/IAT/504 Plan team members shall be provided with ETR Reports, IEPs and other appropriate documents no later than forty-

eight (48) hours prior to meetings to allow them to participate intelligently in ETR meetings, IEP meetings, and for the instruction of students.

4. Meetings

   a. Regular education teachers who have assigned to their class a student who has been identified as disabled under the Individuals with Disabilities Act (IDEA), other than speech, shall be part of the student's team which develops the student's Individualized Educational Plan (IEP), IAT, and/or 504 Plan for the subject area(s) identified within the IEP, IAT, and or 504 Plan and shall have direct input into the student's IEP, IAT, or 504 Plan for the appropriate subject area(s).

   b. If the bargaining unit member feels that the disabled student is not progressing satisfactorily or is creating an unfavorable educational climate in the regular classroom, the teacher should so advise the principal. The principal will call a conference of the child's IEP team.

      In this article, when "504 Plan" is used it only refers to those 504 plans that contain an educational component.

5. Special education teachers assigned to a self-contained special education classroom shall only work in a self-contained setting. Additionally, the special education teacher shall not be assigned any duties or inclusionary classrooms unless the teacher agrees. One (1) educational aide shall be assigned to the self-contained classroom (this does not include any one-on-one aides). A special education teacher assigned to a self-contained classroom shall have the required licensure to teach all students assigned to the member. Special education teachers in a self-contained classroom shall be provided three hundred (300) minutes of planning time per week to address the unique needs of the students they serve.

P. Employment Practices

1. The Hillsdale Local Board of Education reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, and Association affiliation or official Association activity.

2. Wages, hours, and other terms and conditions of employment that impact upon a member(s) shall be applied uniformly to all members unless otherwise specified by a provision of this Contract.

Q. Local Professional Development Committee

A local professional development committee (LPDC) shall be established under the following guidelines:

1. The LPDC shall be composed of five (5) members, three (3) determined by the Executive Committee of the Hillsdale Education Association (HEA) and two (2) appointed by the Hillsdale Local Board of Education Superintendent.

2. If an administrative team member must appear before the Committee, the voting Committee will be reduced by two (2) HEA appointees to a total of three (3) voting members. The administrative applicant must request this reduction in writing.

3. The term of office of the LPDC members shall be five (5) years. For the initial operation year, terms shall be staggered so that only one (1) seat will become vacant during any year. For this purpose the HEA members' terms shall be for one (1), three (3) and five (5) years; the Superintendent's appointees shall have initial terms of two (2) and four (4) years. Vacancies shall be filled by appointment by the appropriate appointing authority.

4. LPDC members shall receive a stipend of one thousand dollars ($1,000.00). The stipend will be payable in two payments during the months of December and June.

5. The district shall provide file storage facilities, office equipment, and clerical help as much as is practical.

6. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the State of Ohio.

7. Educational plans shall be submitted to the LPDC for approval. Any questions of the LPDC shall be submitted to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

8. The LPDC shall be responsible for:

    a. The review and approval of Individual Professional Development Plans (IPDPS) of all district certificated/licensed employees;

    b. The review and approval of all college credit, CEUs, or other equivalent activities;

    c. The review of its own activities, procedures, and operations;

    d. Encourage professional development activities, workshops, seminars, or other training sessions in cooperation with the Academic Council; and

    e. The establishment of an appeals process for applicants who object to a decision of the LPDC. Decisions of the LPDC are not grievable.

9. An annual budget for the operation of the LPDC shall be funded to a level to adequately provide for the following:

   a. Operation expenses, including supplies and training for LPDC members;
   b. Stipends for Committee members of the LPDC; and
   c. Funds for professional development of district staff.

R. Resident Educator Mentoring Program

1. Program Intent

   It is the intent of the Resident Educator Program to provide participants with assistance and mentoring in those areas determined as necessary implemented in accordance with State Board of Education (SBOE) guidelines. Mentors should be considered as colleagues in whom participants may confide, seek knowledge or ask for assistance. Interaction should be conducted informally.

   The Resident Educator Program shall not replace the Teacher employment evaluation program. Employment evaluation remains the responsibility of the grade level principal.

2. Mentors

   a. Selection and Assignment Process

      1) Prior to the beginning of the school year, the Superintendent will issue a general posting soliciting applicants to be mentor teachers.

      2) Members may indicate their interest to the posting in writing to the Superintendent or designee.

      3) The final selection and assignment will be made jointly by the HEA President and Superintendent.

      4) The mentor teacher and resident educator shall be from the same subject/grade level whenever possible.

      5) One mentor teacher shall be assigned to each resident educator whenever possible.

      6) The mentoring assignment is a one-year assignment.

   b. Qualifications

      Teachers must have been employed on a regular teaching contract in the District for at least three (3) consecutive years to be eligible to serve as a Mentor, and, in addition, all Mentors must have current Ohio Resident Educator Program training. The Board shall assume the cost

of any training as well as provide release time to attend such training if required.

c. Compensation and Workload

A stipend of $1,000 per year will be paid to all Resident Educator Mentors, payable twice yearly during the months of December and June for each year. The Mentor shall be assured of adequate time during the work day to meet with the assigned Resident Educator. If a Mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

3. Lead Mentor

a. Selection and Assignment Process

1) Prior to the beginning of the school year, the Superintendent will issue a general posting soliciting applicants to be the Lead Mentor.

2) Members may indicate their interest to the posting in writing to the Superintendent or designee.

3) The final selection and assignment will be made by the Superintendent.

4) The assignment is a one-year assignment.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least five (5) consecutive years to be eligible to serve as the Lead Mentor and must have current Ohio Resident Educator Program training. The Board shall assume the cost of any training as well as provide release time to attend such training if required.

c. Compensation and Workload

A stipend of $1,500 per year will be paid to the Lead Mentor, payable twice yearly during the months of December and June for each year. If the Lead Mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

4. Confidentiality

All interaction, written or verbal, between the Mentor Teacher and the Resident Educator shall be regarded with confidentiality, and shall not be used by either the Board or the Association in termination or non-renewal actions, unless the matter involves illegal and criminal activities.

5. Resident Educators

a. Workload

The Resident Educator shall be given adequate time during the work day to meet with the assigned Mentor. The Resident Educator is required to attend Resident Educator Professional Development with all costs paid by the Board.

b. Protection

During the first six (6) weeks of the mentor/resident educator relationship, the resident educator may make a request to the HEA to work with a different mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated. Both Mentors shall receive a pro-rated share of the former Mentor's supplemental salary.

S. Student Detention

Student detention for K-12 shall be provided on an after-school and/or Saturday basis. Teachers who utilize after-school and/or Saturday detentions for discipline, and any other teacher(s) who request of his/her grade level principal to be included in the rotation, shall participate in supervising detentions on a rotating basis and be compensated at the rate of thirty dollars ($30) per hour for time actually worked. Teachers will not be compensated for detention if the only students assigned to detention were assigned by the teacher unless approved by an administrator. On a yearly basis, the Association and Administration shall meet and agree upon a schedule for such detentions, up to a maximum of eight (8) hours per week.

T. Communications Forum

1. Regular meetings between the Board and Association shall be scheduled and convened to discuss matters of mutual concern. Specific grievances shall not be discussed, nor shall the meetings be considered bargaining sessions. Meetings shall be scheduled on a mutually convenient date and time, but will be conducted not less than on a per semester basis. Committee meetings are not intended to replace informal communications between the Board and the Association and/or their representatives.

2. A committee consisting of three (3) representatives shall constitute the Board Committee. A committee consisting of three (3) members of the bargaining unit shall constitute the Association Committee.

3. The Board shall arrange for training of all committee members in collaborative problem solving, if needed. Bargaining unit members will be released from their regular duties for this training, but will not receive additional compensation for the additional personal time required for these trainings/meetings.

U. Electronic Alternative Learning

The Board would like to provide an Electronic Alternative Learning program within the District as an educational credit option for students on long-term absence, suspension or alternative-to-expulsion and students who are working on credit deficiencies or make-up work outside the school day only.

1. The posting of positions and selection of teachers for Electronic Alternative Learning shall be done in accordance with the Negotiated Agreement Article VII, Section A 2.

2. If a teacher who applies is currently teaching the subject within the District, he/she will have preference over other applicants and shall be offered the position first.

3. If there are no qualified internal candidates or no one on staff applies for the posting, the District may search for a qualified candidate outside of the bargaining unit.

4. The assignment of Electronic Alternative Learning positions shall not be involuntary.

5. Electronic Alternative Learning assignments shall not be used for the Teacher Performance portion of the evaluation procedure.

6. Students enrolled in Electronic Alternative Learning assignments shall have Student Growth Measures removed from the Teacher of Record total scores when compiling data for evaluation purposes.

7. Payment shall be $250 per student per full year course payable in two (2) parts (i.e., 50% at end of semester one and 50% at end of semester two) and $125 per student per semester course payable at the end of the semester.

8. Payment shall be treated as supplemental pay and be counted toward retirement with all applicable STRS, state, and local taxes deducted.

9. There shall be no Reduction in Force under Article VII, Section G that results from Electronic Alternative Learning.

10. For current students enrolled in Hillsdale Local Schools, Electronic Alternative Learning shall not be used as an alternative to attending scheduled courses within the school.

V. Student Discipline

When a member makes a written referral of a student to an administrator regarding a disciplinary problem, said administrator shall make a written response concerning the resolve or tentative resolve or a verbal status update to the member no later than five (5) school days from the dated referral.

W. Master Teacher Committee

1. Purpose

A Master Teacher Committee shall be established for the purpose of designating members in the District as a Master Teacher.

2. Composition

The Master Teacher Committee shall be comprised of eight (8) members: six (6) teachers, at least one (1) from K-4, one (1) from 5-8, and one (1) from 9-12 who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Three (3) of the teachers shall initially serve one-year terms, and three (3) teachers will initially serve a two-year term. One (1) administrator will initially serve a one-year term, and one (1) administrator will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be re-appointed to successive terms.

3. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the State Board of Education. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Article IV. The Committee will be provided with storage space for its records and work.

4. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid thirty dollars ($30) per hour for hours spent outside the teacher work day. There shall be a cap of twenty-four (24) hours per year outside of the teacher workday for each Association member on the Committee. Any additional hours beyond this cap must be approved by the Superintendent.

X. Administrative Hiring Committee

When an administrative position is posted, the HEA may appoint one (1) representative to observe the process and provide input, with the final decision reserved to administration.

Y. Hiring Process Bargaining Unit Positions

The HEA may appoint two (2) representatives to observe the hiring process of new bargaining unit members and provide input, with the final decision reserved to administration.

Z. Credit Flexibility Program

1. The Superintendent shall review all student requests for all types of Credit Flexibility.

2. No teacher shall be required to serve as a teacher of record. The teacher of record must be certified in the subject area for which flexible credit is sought. If no District employee wishes to accept the assignment then an outside instructor may be approved as a Credit Flexibility instructor by the Superintendent.

3. Members shall be emailed about current Credit Flexibility teacher of record openings and shall reply to the Superintendent if interested in applying for the opening. Bargaining unit members designated as teacher of record will be responsible for grading credit flexibility options and shall establish the passing grade required to receive credit.

4. Bargaining unit members who are the teacher of record for students with credit flexibility options shall not have this work used as part of their evaluation under either OTES or SGM.

5. No reduction in force (RIF) of bargaining unit members shall result from student use of credit flexibility.

6. Teachers of Record will be paid thirty dollars ($30) per hour [up to three hundred dollars ($300.00) per student per course] for work that occurs outside of the school day for Credit Flexibility Options.

AA. Grade Level Band Advisory Committee

1. Each grade level band (K-4, 5-8, 9-12) shall have a grade level band Advisory Committee composed of one (1) representative from each department or grade level and the grade level principal.

2. The committee shall meet at least once a month during the school year. It will not be necessary to meet if there is unanimous agreement that no need exists.

3. The primary functions of the grade level band Advisory Committees are to discuss building operations and any item(s) of interest and/or concern and to seek to provide appropriate solutions.

4. The grade level band Advisory Committee shall also annually develop instructional technology needs for the building, and develop a plan for technology upgrades and present the plan to the Superintendent.

5. The Committee will determine its operating process, which shall include distributing agendas and minutes to all faculty members.

6. The Committee in each grade level band is to have the opportunity to review the entire drafts of the student handbooks each year before submission to the Board for approval.

BB. College Credit Plus Courses

1. The instructional preparation for and teaching of courses offered through the College Credit Plus ("CCP") program shall be deemed bargaining unit work and shall be offered to the bargaining unit members in accordance with the Assignment, Vacancy, and Transfer provisions of this Agreement (Article VII, Section A). If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP program, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members.

2. No bargaining unit member shall be required to participate in the CCP program.

3. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

4. Prior to the beginning of each course, all bargaining unit members who participate in the CCP program shall be provided at least one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instructor, if required by the IHE. The bargaining unit member shall be paid according to Article V E. for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for mileage.

5. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as a result of the District's participation in the CCP program.

6. CCP instructors will be paid a stipend of five hundred dollars ($500) per semester course, if it places the teacher in the position of having a fourth (4th) prep. The payment will be included in the staff member's regular paycheck.

7. Each CCP course's class size shall be governed by the class size limits of this Collective Bargaining Agreement.

8. The co-seating of CCP and non-CCP students in a class where college credit is being granted will be by permission of the instructor.

9. No bargaining unit member shall be required to maintain or report attendance data for any CCP student that is not under their supervision.

10. Guidance counselors covered under this Agreement shall not be required to complete any work that is typically handled by the IHE including grade reporting or transcript creation for the IHE.

CC. Staff/Teacher Meetings

Bargaining unit members with assignments in more than one (1) grade level band shall only be required to attend staff/teacher meetings in the grade level band where their evaluating supervisor works.

DD. Instructional Coach

The instructional coach will be paid at MA-0 and will not advance any steps if rehired. The current employee as of 05/10/24 will keep that position until a resignation is approved.

EE. Preschool Teachers

1. Preschool teachers shall have two (2) pre-school preparation days; to include no more than one-half (1/2) day for staff meetings and one-half (1/2) day to be used as decided by the preschool staff.

2. One (1) professional meeting day; scheduled by the Calendar Committee to provide time for members to complete PSW online training to meet legal requirements. If a staff member is up-to-date and in compliance with all training being offered on that day, he/she will not be required to report to his/her classroom on that day.

3. One (1) record day for members which shall be the final day of the member contract year.

4. One-half (1/2) professional day to be used at administrative discretion to include activities such as school programs, open houses, staff meetings or other such activities beyond the regular workday. The administration may schedule up to seven (7) staff meetings, one (1) per month, which may extend beyond the regular workday for up to thirty (30) minutes. Except in emergency situations members shall be provided a minimum of one (1) week prior notice of such meetings.

5. Two (2) days for Parent Teacher Conferences – no students in attendance on these days.

6. The regular school day shall not exceed seven (7) hours thirty (30) minutes.

7. Members will receive up to five (5) days when school is closed due to weather or another public calamity. Any days in excess of these five (5) days will be made up according to the Board-adopted calendar.

8. Preschool teachers shall be provided three hundred (300) minutes of planning time within a normal work week.

9. The preschool calendar year will end a minimum of one (1) week prior to the K-12 school calendar to allow for sanitation and finalization of SUTQ licensure and paperwork.

ARTICLE IX - ASSOCIATION RIGHTS

The Association shall be the sole and exclusive organization representing members of the bargaining unit and as such shall have the following rights and privileges:

A. Upon request, the Superintendent will provide the Association with a list of all new bargaining unit members by August 1 of each school year, or as soon as possible for those teachers employed after August 1.

B. Payroll Deductions

Certificated members who wish to have their professional dues deducted from their pay may do so by giving the Treasurer of the Board written authorization. These deductions will be limited to regular annual dues of the National Education Association, Ohio Education Association, the North Central Ohio Education Association, and the Association. Such deductions for dues shall be withheld from ten (10) consecutive payrolls and shall start with the first payroll in October.

Dues retained shall be forwarded to the Treasurer of the Association in monthly payments, each such payment to be made within a reasonable time following the deduction. The name of the person to whom the check is to be delivered will be furnished to the Treasurer by the Association.

Teachers may also elect to contribute through payroll deduction to the OEA Fund for Children and Public Education (OEA Fund) which will be deducted in twelve (12) equal installments and shall begin with the first pay period in March. The HEA shall provide the Board Treasurer the authorization forms by February 1 of each school year. This provision will be implemented once ten (10) members of the Association have signed up for this deduction.

C. Notices/Mail/Announcements

The Association shall have the right to post notices of its activities and business on bulletin boards located in teacher lounges or work area, but not in classrooms.

The Association may use mailboxes for communications to members. The Association may make announcements at faculty meetings with the approval of the principal.

D. School Equipment

The Association shall have the right to use audio-visual and/or duplicating equipment provided all costs incurred therewith are paid for by the Association. Association use of school equipment shall not interfere with school use. The grade level principal must approve any Association use that involves a cost.

E. Board Meetings

The Association shall be notified of all Board meetings as much in advance as possible. The Association President shall receive a copy of the agenda with

attachments and the minutes for each Board meeting. The Association shall be permitted to speak at the Board meeting in accordance with the rules governing members of the public.

F. Building Use

The Association and its representatives shall have the right to use the school building upon request and approval from the administrator at all reasonable hours in accordance with the Board's building use policy.

G. Right to Representation

A member may request the presence of an Association representative at any meeting with the Administration/Board where disciplinary action may be the result of that meeting or where there is/are concern(s) about critical aspects of his/her job. Upon such request, said meeting shall be reasonably delayed, due to the unavailability of an Association representative for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association representative" shall mean a building representative, an officer of the Association or such representative as the member deems necessary.

H. Fair Share Fee **(Should the *Janus* v. *AFSCME* decision be reversed, the following provisions shall become operable to the extent such provisions are consistent with any United States Supreme Court decision or other legal action without the need for the parties to negotiate.)**

1. Right to Fair Share Fee

a. Payroll Deduction of Fair Share Fee

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

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than 100% of the unified dues to 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.

c. Schedule of Fair Share Fee Deductions

1) All Fair Share Fee Payers

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit members 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:

a) Sixty (60) days' employment in a bargaining unit position which shall be required probationary period or

b) January 15.

2) Upon termination of membership during the membership year 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.

d. Transmittal of Deductions

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

e. Procedure for Rebate

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09 (c) of the Revised Code and that a procedure 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.

f. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Association.

2. Indemnification of Board

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:

a) 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;

b) The Association shall reserve the right to designate counsel to represent and defend the employer;

c) 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) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d) 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 X - REHIRING RETIRED TEACHERS

A. All rehired retired teachers shall be employed on one (1) year limited contracts, which shall automatically non-renew at the end of the school year without the need for Board action. A rehired retired teacher is not eligible for a continuing contract regardless of years of employment with the Board.

B. A rehired retired teacher is not eligible for tuition reimbursement under Article V, F.

C. The Board will pay 80% of the health care premium, with the rehired retired teacher paying 20% of the premium. Life insurance shall be provided as per Article V, C., 5.

D. Rehired retired teachers will begin with zero (0) days of accumulated sick leave. They will be eligible to accumulate sick leave days and be eligible for personal leave days as provided in the negotiated agreement. Rehired retired teachers shall be eligible for the attendance incentive under Article VI, H, but may not carry any days over.

E. The Board retains the right to re-employ retired teachers. The Board will make this determination on a case-by-case basis.

F. A teacher retired under STRS who is employed by Hillsdale Schools is not entitled to any severance payment.

G. A rehired retired teacher shall not accumulate seniority.

H. A rehired retired teacher is not eligible to bid on any other bargaining unit position.

I. A rehired retired teacher may be offered a supplemental contract position after the bid process contained in Article VII, B. 5 has been exhausted.

J. Notwithstanding their years of experience, rehired retired teachers shall be placed on step 7 of the salary schedule at the appropriate column, up to a maximum of the Master's degree. Rehired retired teachers shall not advance beyond step 7 if re-employed in subsequent years.

K. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Sections 124.39, 3313.202, 3317.13, 3317.14, 3313.53, 3319.08, 3319.11, 3319.111, 3319.12, 3319.141, 3319.17, Chapter 3307, and all other applicable laws.

L. All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all rehired retired teachers unless expressly stated otherwise above.

ARTICLE XI - DURATION OF AGREEMENT

The terms and conditions of this contract shall be effective on July 1, 2024 and shall remain in full force and effect until June 30, 2027 at which time it shall expire.

The terms and conditions as set forth in this contract indicates the understanding that exists between the parties to this contract; however, it is further agreed that nothing contained in said contract should be interpreted to deny the Association or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

All provisions and appendices of the previous Contract that were not made a subject of bargaining by either the Board or the Association shall automatically become a part of the new successor Contract.

No reprisal Clause. In consideration of the Association agreeing that the striking bargaining unit members employed by the Board of Education will return to work on the first working day following ratification of the agreement by the parties (Association and Board of Education shall be referred to collectively as "parties"). The parties hereto agree as follows:

A. There shall be no reprisals of any kind against the Association, its officers, members, agents or against any employees, parents or students for any action or activity by or failure to act occurring during the strike from November 27, 1995 to and including December 7, 1995 or related in any way to said strike by the Board of Education as individuals or in a collective body or by any administrator, other person employed by the Board of Education or any agent of the Board of Education.

B. The Association agrees that neither it nor any of its members, officers or agents shall intimidate, coerce or harass any employee, servant or agent of the Board of Education for their non-participation in the strike.

C. Without limiting the general nature of the aforementioned no reprisals agreement, it is further agreed that following the strike, no employee shall be deprived of any economic, professional or other employment advantage as a result of the employee's participation in the strike or in activities related in any way to the strike.

D. Nor shall the Association, its officers, agents, or members take any reprisals against the Board of Education or its members in any manner as outlined through A, B, and C, above.

In Witness Whereof, the parties executed this contract at Jeromesville, Ohio on the 2 day of April, 2024.5 TM

For the Hillsdale Local Board of Education

By _____

Date 04/02/25

and

By _____

Date 04/02/25

For the Hillsdale Education Association

By _____

Date 4/2/25

and

By _____

Date 4/2/25

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

GRIEVANCE REPORT FORM
(TO BE FILED IN TRIPLICATE)

Grievance # _____ Date Filed _____

Name of Aggrieved_____

Grade Level Band _____ Assignment _____

STEP ONE
(SUBMITTED TO GRADE LEVEL BAND PRINCIPAL)

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance:

2. Relief Sought:

C. _____ _____
Signature of Aggrieved Date

D. Disposition by Principal:

_____ _____
Signature of Principal Date

STEP TWO
(SUBMITTED TO SUPERINTENDENT)

A. Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

B. Disposition by Superintendent (or Designee)

_____ _____
Signature of Superintendent or Designee Date

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

STEP THREE
(SUBMITTED TO BOARD OF EDUCATION)

A. Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

B. Disposition by Board of Education:

_____ _____
Signature of President of Board of Education Date

STEP FOUR
(SUBMITTED TO ARBITRATOR)

A. Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

B. Disposition of the Arbitrator:

_____ _____
Signature of the Arbitrator Date

HILLSDALE TEACHERS ASSOCIATION
JEROMESVILLE, OHIO

WAIVER OF REPRESENTATION RIGHTS

By my signature, I hereby state that I choose not to be represented by the Hillsdale Education Association or HEA representative or other Association representative in my grievance initiated _____(date) concerning _____
_____.

I hereby give notice to the Board and to the Association of this choice.

_____
Signature Date

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

Personal Day Reimbursement Form

Bargaining unit members will be compensated at the rate of one hundred twenty-five dollars ($125.00) per day for each day of personal leave not used within the student school year.

Members may accumulate a maximum of five (5) days total per year.

Any requests for compensation after June 15th will not be fulfilled.

I have _____ personal days left after the end of the school year.

_____ I would like to get reimbursed for _____ day(s).

_____ I would like to carryover one day.

Thank you,

_____ _____
Signature Date

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

APPLICATION FOR LEAVE OF ABSENCE

Name _____Date_____

School or Department _____

I hereby request a leave of absence without pay beginning

_____ ending _____
Month Day Year Month Day Year

for the reason checked below:

_____ Illness* _____ Maternity/Paternity*

_____ Other Disability* _____ Other (Please Specify)

The applicant is advised to examine and comply with applicable provision of the negotiated agreement before submitting such application.

Other required information: _____

_____

_____

_____

*Without pay (insurance continues by submitting premium to Treasurer)

_____
Applicant's Signature

_____ Approved _____ Disapproved

_____
Superintendent
(Per Board of Education Resolution)

Board Resolution Number _____

over

B. Leaves of Absence

A member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon written request, the Board may grant an extension for up to two (2) additional school years.

A written application must be made to the Superintendent at least thirty (30) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.

Members who take any leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

Members who take leaves under this provision, for reasons other than illness or their disability, must notify the district of their intent to return from leave. Leaves taken for a full year or first semester, must provide notification by April 15, leaves taken for second semester must provide notification by November 1.

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to two (2) years after the child is born or custody is received.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable. A member may elect to use sick leave or personal leave for the purposes of FMLA, provided that use falls within the definition of Article VI, A.

Maternity/paternity leave shall be provided for a maximum of six (6) weeks immediately following the birth of a child. In order for maternity/paternity leave to be extended beyond this six (6) week period, the member will need:

a. a leave of absence,

b. a physician's note to qualify for sick leave, or

c. qualify for FMLA leave.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

a. Expected date of birth or custody.

b. Date requested leave is to commence.

c. Date member expects to return to service.

d. Name of physician or adoption official.

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days, if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

At the expiration of the approved leave, the returning member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning member shall be appointed to a certificated position with equivalent contract status.

Appendix E
July 1992
FORM A

RECORD OF TEACHER PERFORMANCE

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ Grade _____
Subject _____ Date _____

I. PROFESSIONAL ATTITUDE

1. Exhibits a commitment to teaching as a profession. 2. Demonstrates intra-staff loyalty and respect for the opinions of others. 3. Carries a fair share of out-of-class responsibilities. 4. Shows interest in school-related activities. 5. Accepts personal responsibility for compliance with rules and regulations.

COMMENTS:

II. CLASSROOM MANAGEMENT

1. Maintains classroom in a manner conducive to learning. 2. Encourages students to develop wholesome behavior patterns. 3. Shows evidence of management skills by attention to details and prompt fulfillment of assignments. 4. Works effectively with classroom as a unit, as groups or as individuals. 5. Makes daily and long-range plans.

COMMENTS:

III. INSTRUCTIONAL PROCEDURES

1. Demonstrates knowledge of subject matter of courses taught. 2. Provides for individual differences. 3. Uses appropriate materials and follows course of study. 4. Demonstrates ability to motivate students. 5. Demonstrates skill in asking questions; and in using pupil response, interests, and contributions of students. 6. Gives clear instructions and assignments.

COMMENTS:

IV. COMMUNICATIONS

1. Shows interest in community activities. 2. Interprets school programs and policies to the community. 3. Communicates effectively with parents.

COMMENTS:

V. PERSONAL CHARACTERISTICS

1. Dresses appropriately for activities concerned. 2. Speaks effectively. 3. Is physically able to perform teaching duties. 4. Demonstrates sound emotional adjustment. 5. Shows evidence of tact and good judgment. 6. Accepts criticism gracefully.

COMMENTS:

VI. ADDITIONAL COMMENTS BY EVALUATOR
(Comments may be attached on a separate sheet if wished.)

VII. COMMENTS BY MEMBER
(Comments may be attached on a separate sheet if wished.)

****

The member's signature indicates that all phases of the appraisal have been conducted with the full knowledge of the teacher, and does not necessarily indicate agreement with the contents of the completed form.

Member's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Appendix E
July 1992
FORM B

PLAN FOR TEACHER IMPROVEMENT

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ Grade _____

Subject _____ Date _____

SPECIFIC AREA TO BE IMPROVED

The area or areas to be improved shall be discussed by the member and evaluator and then clearly and carefully defined.

SPECIFIC PLANS FOR IMPROVEMENT

The method or program by which the improvement will be accomplished should be agreed upon by the member and evaluator.

DATES

The member and evaluator will set several specific dates to aid in the facilitation of this program.

1. When the program will begin
2. Date or dates to discuss the progress of the program
3. One or more planned observations should be made by the evaluator
4. Cooperative evaluation of teacher's improvement

EVALUATION OF TEACHER IMPROVEMENT

An end result of this planned program for teacher improvement should be an honest evaluation by both the evaluator and the member. (Has improvement been demonstrated by the member? Was the program adequately designed to meet the goal? etc.)

EVALUATION BY MEMBER

_____ Program was successful
_____ Program was moderately successful
_____ Program was not successful

COMMENTS:

EVALUATION BY EVALUATOR

_____ Program was successful
_____ Program was moderately successful
_____ Program was not successful

COMMENTS:

SUGGESTIONS FOR CONTINUED IMPROVEMENT IN THIS AREA

Suggestions may be made by both the member and evaluator.

****

The member's signature indicates that all phases of the form have been conducted with the full knowledge of the teacher.

Member's Signature _____ Date_____

Evaluator's Signature _____ Date _____

Appendix E
July 1992
FORM C

RECORD OF TEACHER PERFORMANCE
SUPPLEMENTAL RESPONSIBILITIES

HILLSDALE LOCAL SCHOOLS
Jeromesville, Ohio 44840

Teacher _____ Grade _____

Activity _____ Date _____

I. Areas of Satisfactory Performance

Areas of the particular job responsibility that are being performed in a satisfactory manner are to be indicated below.

II. Specific Area(s) Where Improvement is Required

The area(s) to be improved shall be discussed by the member and the evaluator and then be clearly and carefully defined. If no area(s) for improvement are identified, this should be so noted.

III. Specific Plans for Improvement

The method or program by which the improvement will be accomplished should be agreed upon by the member and evaluator. This program for improvement should be directly related to the area(s) identified in Section II above. (Additional pages may be used.)

IV. Status of Previously Identified Area(s) for Improvement

The evaluator, as a result of follow-up observations, should note the status of the program of improvement, i.e., satisfactorily completed, program to continue, program partially completed, etc. It is necessary that the involved member have a clear understanding of what remains to be accomplished or that the program has been satisfactorily concluded.

V. Evaluator's Recommendation (when appropriate)

_____ Performance meets District Standards

_____ Performance meets District Standards - Program for Improvement (Section IV above) should be continued

_____ Performance does not meet District Standards

VI. Comments by the Member

****

The member's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher, but does not necessarily indicate concurrence with the content of the evaluation.

Member's Signature _____ Date_____

Evaluator's Signature _____ Date_____

Appendix F

HILLSDALE LOCAL SCHOOLS
SEVERANCE PAY FORM

_____ _____*
(employee name) (date)

I hereby certify that, having ten (10) or more years of Ohio public service and with the District, I elected to retire from teaching service effective_____ and request severance pay in accordance with Article (V)(A)(6) of the Contract.

Select ONE:

____ I direct my severance payment to be sent to me; or

____ I direct my severance payment to be sent to my annuity company as soon as it becomes available for payment to me.

My annuity company(s) is: _____ 403-B or 457

_____ 403-B or 457

(Please consult with your annuity company about your options)

I will make arrangements with my annuity company to have them get the proper paperwork to the Treasurer's Office of Hillsdale Local School at least thirty (30) days before I terminate my employment.

The new deduction authorization will be marked "for severance payment".

If this paperwork is not in the Treasurer's Office before I terminate my employment with Hillsdale Local School, I understand I lose my ability to defer any and/or all of my severance payment. I understand it is my responsibility to make sure my annuity company gets the paperwork to the Hillsdale Local School Treasurer's Office.

_____
Signature

*Form must be dated before employee terminates employment.

OTES 2.0 FORMS

Form 1 – Self-Assessment Form

Form 2 – Professional Growth Plan Form

Form 3 – High-Quality Student Data Verification Form

Form 4 – Classroom Walk-Through and Informal Observation Form (4 pages)

Form 5 – Pre-Conference Planning

Form 6 – Teacher Performance Evaluation Rubric (9 pages)

Form 7 – Post Conference Planning

Form 8 – Final Holistic Rating of Teacher Effectiveness
– Full Evaluation Form

Form 9 - Final Holistic Rating of Teacher Effectiveness
– Accomplished or Skilled Carry Forward Form

Form 10 – Improvement Plan Form (3 pages)

***FORMS ARE ATTACHED FOLLOWING APPENDIX I

Appendix H

CONTRACTUAL DEADLINES

(Not all inclusive)

This list is for informational purposes only.

Bargaining Unit Members are ultimately responsible for submitting required forms and documents on time.

CONTRACTUAL ISSUE	DEADLINE	BRIEF DESCRIPTION
Inclusion in Insurance Plan	August 1-31	Open enrollment for current employees & eligible dependents. Must notify Treasurer from August 1-31.
Section 125 Insurance Plan		Members complete and return to Treasurer's Office, the "Election of Pre-Tax Redirection for Health Care Benefits" by August of each year.
Insurance Waiver	By August 31 each year	Employee must waive right to insurance in writing to the Treasurer by August 31 of each year.
Tuition Reimbursement	Prior to September 30 * September 29	Proof of completion and a receipt to Treasurer prior to September 30.
Severance Pay	30 days prior to retirement	Severance Pay Form and Salary Reduction Agreement to Treasurer's Office 30 days prior to the effective date of the retirement.
Attendance Incentive	On or before June 15	Members must file a request for compensation and/or carryover of one (1) personal leave day with the Treasurer after the last student day on or before June 15.
Placement on Salary Schedule	By the last workday on or before September 15 each year	Official certified transcript to Treasurer by the last workday on or before September 15 to be effective for the entire school year.
Mid-Year Salary Schedule	By the last workday on or before January 31 each year	Mid-year transcripts must be submitted by the last workday on or before January 31 in order to qualify for second semester movement on the salary schedule.
Leave of Absence		Complete "Leave of Absence" form at least 30 days prior to effective date of leave.
	By April 15	Form turned in by April 15 if Leave is for the entire next school year or 1st semester.
	By November 1	Form turned in by November 1 if Leave is for 2nd semester.
Maternity/Paternity Leave		60 days prior to beginning of Leave if possible but no less than 30 days prior to the requested beginning of Leave.

ASSAULT LEAVE FORM
APPENDIX I

HILLSDALE LOCAL SCHOOLS
JEROMESVILLE, OHIO

ASSAULT LEAVE

NAME_____ DATE _____

TEACHING POSITION _____

Assault leave has been taken in accordance with ORC 3319.143 and Article VI, Section L, of the Agreement between the Hillsdale Local Board of Education and the Hillsdale Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ on time
_____ , 20_____ and ending at _____ on time
Month Day
_____ , 20_____
Month Day

A certificate from the physician is required in accordance with Article VI, Section L.

Name of Physician _____

Office Address _____

_____ _____
Member's Signature Date

_____ _____
Principal Date

_____ _____
Superintendent or Designee Date

Self-Assessment Summary Tool

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 <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text. Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text. Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.

HQSD Approval Signature: Date: Click or tap to enter a date.

FINAL March 27, 2020

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers
Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often
The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support
Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

FINAL March 27, 2020

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

FINAL March 27, 2020

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name:	**Grade(s)/Subject Area(s):**	**Date:**
Evaluator Name:	**Time Walkthrough Begins:**	**Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

FINAL March 27, 2020

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference,*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  1.
  2.
  3.
  4.
  5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s
   - Provide evidence from notes
   - Share resources and supports

3. Present evidence and rating connected to the rubric.

FINAL March 27, 2020

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies 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 will be one of the following.

- ☐ 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 the recommended action.

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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