Wed, 05/27/2026 03:33:38 PM SERB

2261-01
25-MED-01-0032
46975

# NEGOTIATED AGREEMENT

BETWEEN THE

## HUDSON EDUCATION ASSOCIATION

AND THE

## HUDSON CITY SCHOOLS BOARD OF EDUCATION

Effective July 1, 2025 through June 30, 2028

**TABLE OF CONTENTS** **PAGE**

[Note: Table of Contents to be updated in clean, non-redline document]


DEFINITIONS 1

ARTICLE I RECOGNITION 2

1.01 Recognition 2

1.02 Duration of Bargaining Recognition 2

ARTICLE II BARGAINING PROCEDURES 3-5

2.01 Traditional Negotiations Procedure 3-5

ARTICLE III GRIEVANCE PROCEDURE 5-9

3.01 Grievance Policy 5

3.02 Definitions 5

3.03 Rights of the Grievant and the HEA 5-6

3.04 Time Limits 6-7

3.05 Procedure 7-9

3.06 Miscellaneous 9

ARTICLE IV HEA RIGHTS 9-12

4.01 Rights Granted to the HEA 9-10

4.02 Right to Fair Share Fee 9-12

ARTICLE V TEACHER RIGHTS 12-15

5.01 Personnel Records 12-13

5.02 Protection of MBUs 13

5.03 Professional Meetings and Conferences 14

5.04 Admission to School Activities 14

| | | |
|---|---|---|
| 5.05 | Right to HEA Representation | 14 |
| 5.06 | Complaints | 14-15 |
| 5.07 | Public Records | 15 |
| 5.08 | Fingerprinting for License Renewal | 15 |
| ARTICLE VI | LEAVES | 15-23 |
| 6.01 | Assault Leave | 15-16 |
| 6.02 | Extended Illness and/or Disability Leave | 16 |
| 6.03 | Military Leave | 16-17 |
| 6.04 | Parental Leave of Absence | 17-18 |
| 6.05 | Personal Leave | 18-19 |
| 6.06 | Sabbatical Leave | 19-20 |
| 6.07 | Sick Leave | 20-21 |
| 6.08 | Sick Leave Bank | 21-22 |
| 6.09 | Jury Duty Leave | 22 |
| 6.10 | Family and Medical Leave | 23 |
| 6.11 | Witness Leave | 23 |
| 6.12 | Bereavement Leave | 23 |
| 6.13 | Adoption Leave | 23 |
| ARTICLE VII | CONDITIONS OF EMPLOYMENT | 23-29 |
| 7.01 | MBUs' Contract Year | 23-24 |
| 7.02 | Length of MBUs' Day | 24-25 |
| 7.03 | Meetings | 25 |
| 7.04 | Calendar | 25 |
| 7.05 | Preparation/Conference Time | 25-26 |
| 7.06 | Travel Time/Traveling MBU | 26 |

7.07 Class Size 26
7.08 Relief Help 26-27
7.09 Room Equipment 27
7.10 Substitute Teachers 27-28
7.11 Criminal Records Check Law 28
7.12 Professional Learning Communities 28
7.13 Emergency Remote Instruction 28-29
ARTICLE VIII CONTRACTS 29-32
8.01 Limited Contracts 29
8.02 Continuing Contracts 29-30
8.03 Supplemental Contracts 30
8.04 Nonrenewal/Termination 31
8.05 Disciplinary Action 31-32
8.06 Extracurricular Advisory Committee (EAC) 32
ARTICLE IX JOB OPENINGS, VACANCIES AND TRANSFERS 32-34
9.01 Job Openings 32-33
9.02 Posting of Vacancies 33
9.03 Voluntary Transfer 33-34
9.04 Involuntary Transfer 34
9.05 Assignment 34
ARTICLE X INSURANCE PROVISIONS 34-39
10.01 Full-Time/Part-Time Status Defined 34
10.02 Life Insurance 34-35
10.03 Medical, Dental and Vision Insurance 35-37
10.04 Special Provisions 37-39

10.05 Premium Holidays 39

10.06 Spousal Coverage 39

ARTICLE XI TEACHER APPRAISAL/EVALUATION 39-46

11.01 Guiding Statements of Teacher Evaluation Process 39-40

11.02 Definition of Teacher and Other MBUs 40

11.03 Definition of Credentialed Evaluator 40

11.04 Evaluation Procedure and Timeline 40-42

11.05 Evaluation Cycle 42-45

11.06 Correction of Deficiencies/Improvement Plan 45

11.07 Retention/Promotion/Reduction/Recall Process 46

ARTICLE XII REDUCTION IN FORCE 46-48

12.01 Procedures for Implementation 46-48

ARTICLE XIII COMPENSATION 48-78

13.01 Salary Schedules 48-53

13.02 Salary Schedule Advancement 54-55

13.03 Master's Degree + 45 Semester Hours Bonus 55

13.04 Elimination of the BA+30 (IVB) Column 55-56

13.05 Capping of the Steps on the BA and the BA+15 Columns 56

13.06 Extended Service 56

13.07 Summer School, Curriculum Development and Tutoring 56-57

13.08 Mileage 57

13.09 Severance Pay 58

13.10 Department Chairs & Building-Level Content Facilitators 59-61

13.11 Number of Pay Periods 61-62

13.12 Paychecks 62

13.13 Payroll Deductions 62-63
13.14 Annuities 63-70
13.15 Extracurricular Compensation 64-69
13.16 Retirement 69-70
13.17 Additional Compensation for Intervention Team (K-8) 70
13.18 ISGIT Compensation Schedule 71-76
13.19 Additional Compensation for Master Teacher and NBCT 78-85
13.20 Teacher Professional Organization 77
ARTICLE XIV OTHER PROGRAMS AND PROVISIONS 78-85
14.01 Mentor Programs 78-80
14.02 Special Needs: IEP/504 Plan Provisions 80-82
14.03 Leadership Team 82
14.04 Local Professional Development Committee (LPDC) 83
14.05 Master Teacher Certification 83-84
14.06 OTES Core Committee 84
ARTICLE XV TUITION ASSISTANCE 84-85
15.01 Course Work Criteria 84
15.02 Eligibility 85
15.03 Procedure 85
15.04 Reimbursement 85
ARTICLE XVI TECHNOLOGY USE 85-86
ARTICLE XVII HIRING OF RETIREES 86-87
ARTICLE XVIII GENERAL 87-88
18.01 Complete Agreement 87
18.02 Management Rights 87

18.03 Contract Supremacy/Contrary to Law 87

18.04 Individual Rights 87

18.05 Availability of Agreement 88

18.06 Duration of Agreement 88

18.07 No Reprisal Clause 88

ARTICLE XIX SIGNATURES 88

## DEFINITIONS

| | |
|---|---|
| Administration (ADM): | An employee classified as a supervisor or management level employee pursuant to Article 1.01(C) of this Agreement |
| Association (HEA): | The Hudson Education Association (HEA), an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA) |
| Board (BOE): | The Board of Education of the Hudson City School District |
| Substitute: | A teacher employed to replace an MBU teacher on leave |
| Days: | A calendar day, exclusive of Saturdays, Sundays, and legal holidays |
| District (HCSD): | The Hudson City School District |
| ISGIT | Individual Small Group Instruction Teacher |
| Members of the Bargaining Unit (MBUs): | Certificated personnel as defined in Section 4117.01 of the ORC and who are included in the bargaining unit |
| ORC: | Ohio Revised Code |
| Parties: | The Hudson Education Association (HEA) and the Hudson City School District Board of Education (BOE) |
| Teams: | Negotiating teams representing the HEA and the BOE |
| Part-Time MBUs: | MBUs working less than the maximum number of hours worked by an employee in a given job classification or position |

# ARTICLE I. RECOGNITION

## 1.01 RECOGNITION

**A.** The BOE recognizes the HEA as the sole and exclusive representative and negotiating agent for certificated personnel as defined in ORC 4117.01(I), whom hereinafter are referred to as "MBUs."

**B.** Those excluded from the bargaining unit shall be limited to supervisor and management level employees, substitute teachers, teacher aides, noncertificated employees, and personnel paid through Auxiliary funds.

**C.** "Supervisor and Management Level Employees" shall be defined as persons who by contract and certification are Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Certified District Supervisors, Administrative Coordinators, Athletic Director, or any other certificated employee who has the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees; 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; provided, however, that employees who are Department Chairpersons, Consultants/Coordinators, or teachers shall not be deemed Supervisors, but shall be members of the HEA's bargaining unit.

**D.** No teacher as defined in ORC 3319.09 shall be designated as a Supervisor or a Management Level employee unless he/she is employed under a contract governed by ORC 3319.01 or 3319.02, and:

1. Is assigned to a position for which a certificate is required by ORC 3319.22(E), (F), (G), (H), (J), (L) and (M).

2. Is a Supervisor certified under ORC 3319.22(I).

**E.** Forms located in the Appendix to this Agreement shall be posted and made accessible to MBUs on the District's electronic network.

## 1.02 DURATION OF BARGAINING RECOGNITION

**A.** Recognition of the HEA as the sole and exclusive representative of the MBUs as defined above shall be for the term of this Contract, without challenge, as provided for in ORC 4117.04(A) and 4117.05(B), and will continue, thereafter, until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with the provisions set forth in ORC 4117.05 and 4117.07.

**B.** Petitions for elections may be filed with the State Employment Relations Board (SERB) no sooner than one hundred twenty (120) days or later than ninety (90)

days before the expiration date of this Agreement, or after the expiration date, until such time as the Parties enter into a new written Agreement.

## ARTICLE II. BARGAINING PROCEDURES

### 2.01 TRADITIONAL NEGOTIATIONS PROCEDURE

#### A. Makeup of Teams

Negotiations will be conducted through meetings of negotiators selected by the BOE and negotiators selected by the HEA.

#### B. Scope of Bargaining

The Parties shall bargain all matters pertaining to wages, hours, and/or terms and other conditions of employment, the continuation, modification, deletion of existing provisions, and/or any other items mutually agreed upon, except to the extent included within Section 18.02 and Section 18.03, or as otherwise set forth herein (Management Rights and Contract Supremacy/Contrary to Law).

#### C. Bargaining Timelines

If either of the Parties desires to negotiate, it shall notify the other Party, in writing, not more than two hundred (200) days nor less than ninety (90) days prior to the expiration of this Contract. By mutual agreement, the parties may follow a different timeline for negotiations. Upon receipt of written request for the opening of negotiations, the Parties jointly shall notify SERB that the impasse procedures identified in the Current Agreement will be employed exclusively in place of the procedures alternately provided under ORC 4117.14 and related sections.

#### D. Negotiations Schedule

At the opening session, the Parties shall submit their initial proposals. Topical listings of items proposed for negotiations (“a laundry list”) shall constitute a clear failure of compliance with this requirement and shall be disregarded. No new item shall be submitted by either Party after the opening of negotiations, except by mutual consent.

Further meetings shall be held at the request of either of the Parties. Negotiation sessions shall be held at times not requiring absence from regularly scheduled assignments; however, this provision may be changed by mutual consent. Meetings shall be in Executive Session unless otherwise mutually agreed.

Other rules for conducting negotiations which are deemed necessary and not covered by this Article, upon mutual agreement, may be discussed and may be agreed upon at the first session.

#### E. Information

The Parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the HCSD and such other available information as will assist the Parties in the development and evaluation of proposals. Requests from the HEA shall be directed to the Superintendent, and requests from the BOE shall be directed to the HEA President. Access to available information in such form as it may exist constitutes compliance with this provision, and neither Party is obligated to develop data or information not in existence or to reword, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

**F. While Negotiations Are in Progress**

Caucus: Either team may call a caucus at any time. If either team believes that such a caucus would extend beyond thirty (30) minutes, it may request that the negotiations sessions be recessed until a later time.

Item Agreement: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each Party. No item so initialed shall be considered final until agreement has been reached on the entire package.

Schedule of Meetings: Until all meetings are completed, each meeting shall include a decision upon an agreed time and place for a subsequent meeting.

Media: Statements to the media may be issued by either Party. A copy of any media release shall be furnished to the other Party at the same time and by the same method.

Joint Study Committees: During the course of negotiations, joint study committees may be created by mutual consent of the teams. At the time the study committee is created, its purpose and assignment shall be stated and a time set for a report of its finding to the teams at a regular session.

Progress Reports: Progress reports may be made to the represented bodies by either team.

**G. Agreement**

When tentative agreement is reached on all the items being negotiated, a final written copy shall be prepared for the consideration of the Parties. In the event either Party rejects the tentative agreement, at least one (1) more meeting shall be held prior to utilizing the mediation processes specified in this Article.

The tentative agreement shall first be submitted to the HEA membership for ratification, and all members of the HEA's team shall recommend and urge approval. If the HEA ratifies the Agreement, its President shall affix his/her signature. The BOE shall then receive written certification that the Agreement has

been accepted or rejected by a majority of the membership of the HEA voting on the issue.

Upon approval by the HEA, the tentative agreement shall be submitted to the BOE at its next regular or special meeting for its approval, and all of the members of the BOE's negotiation team shall recommend and urge approval.

Upon official adoption by the BOE, the Agreement shall be signed by the spokesperson for each Party, the HEA President and the BOE President. The resulting Agreement shall constitute the Contract of the Parties.

**H. Impasse**

In the event that the Parties are unable to reach agreement on all issues within the time limitations as provided in Section 2.01(C), either Party may declare the unresolved issues to be at impasse. The Parties will seek to resolve the impasse through mediation in accordance with ORC 4117.14(C)(1), by requesting that the Federal Mediation and Conciliation Service (FMCS) appoint a Federal Mediator for the purpose of assisting the Parties, except that in the event that FMCS is not available, then SERB shall provide a Mediator under ORC 4117.14(C)(2). Said mediation shall be the final step of impasse resolution.

## ARTICLE III. GRIEVANCE PROCEDURE

### 3.01 GRIEVANCE POLICY

A grievance procedure shall be available to all MBUs, and no reprisals of any kind shall be taken against any MBUs initiating or participating in the grievance procedure.

### 3.02 DEFINITIONS

**A.** A "grievance" is an alleged violation, misinterpretation, or misapplication of the written provisions of this Agreement.

**B.** The "grievant" is an MBU or the HEA when two (2) or more MBUs have a grievance.

**C.** A "party in interest" is any person who may be required to take action, or against whom action may be taken, in order to resolve a grievance.

**D.** "Days" shall be calendar days exclusive of Saturdays, Sundays and days within the contract year when school is not in session.

### 3.03 RIGHTS OF THE GRIEVANT AND THE HEA

**A.** The HEA will designate one (1) or more representatives for processing grievances in each building. The name of the designated representative(s) shall be given to

the Principal of the building concerned, and to the Superintendent, within one (1) week after such designation.

**B.** An aggrieved MBU, at his/her choosing, may appear on his/her own behalf, or may be represented at any or all steps of the grievance procedure by the designated representative and/or the HEA.

**C.** Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons therefore, and will be transmitted promptly to both Parties and the aggrieved MBU.

**D.** No records, documents, or communication concerning a grievance will be placed in the personnel file of the MBU. Records of the grievance will be kept confidential to the degree permitted by law.

**E.** All grievances shall be filed at Level One or Level Two with the Administrator who has the authority to make a decision.

**F.** Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

**G.** The HEA, as such, shall have the right to file a grievance, if the subject matter involved concerns:

1. An alleged violation of the Negotiated Contract as respects rights or privileges granted to the HEA, its officers, or its representatives, as such;

2. An alleged violation of the Negotiated Contract as respects a matter affecting two (2) or more MBUs.

**H.** Nothing in this Contract shall bind the HEA from exercising discretion in resolving to pursue, or not to pursue, a grievance at any level. A grievance may be withdrawn at any level with prejudice (i.e., that the grievance cannot be refiled).

**I.** The Parties agree that any dispute which is the subject of a grievance is to be resolved through the grievance procedure of this Agreement. A grievance may also be put in abeyance by mutual agreement of both parties and taken out of abeyance by either party with advance written notice.

### 3.04 TIME LIMITS

**A.** The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the Parties and the MBU.

**B.** If any grievance is not initiated at Level One within thirty (30) days after the grievant knew or reasonably should have known of the event or condition upon which it is

based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

**C.** All grievances must be appealed to the next formal level within ten (10) days following the rendering of the decision at the prior level. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

## 3.05 PROCEDURE

### A. Level One

An MBU with a grievance should first discuss a possible grievance with his/her Immediate Supervisor or Principal, either individually or with a representative, to try to resolve it. The MBU must complete the grievance form (Appendix A) within the thirty (30) day timeline prescribed in Section 3.04(B). Within ten (10) days, the Supervisor or Principal shall issue a written decision and shall give a copy to the HEA unless the timeline has been extended pursuant to Section 3.04(A).

### B. Level Two

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days, complete Grievance Form as found in Appendix A, and, file the grievance at Level Two with the Superintendent or designee.

2. The Superintendent or designee will, within ten (10) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent or designee, Principal/Administrator, grievant, HEA representative, and any other person who may be able to give information to help resolve the grievance. Within ten (10) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant and shall give a copy to the HEA, unless this timeline has been extended pursuant to Section 3.04(A).

### C. Level Three

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within ten (10) days, file the grievance at Level Three.

2. The BOE/designee will, within ten (10) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the BOE, Superintendent or designee, Principal/Administrator, grievant, HEA representative, and any other person who may be able to give information

to help resolve the grievance. Within ten (10) days from the close of the hearing, the BOE shall issue a written decision to the grievant and shall give a copy to the HEA, unless this timeline has been extended pursuant to Section 3.04(A).

**D. Level Four**

1. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant (through the HEA) may request a hearing before an arbitrator.

2. The grievant's request for arbitration shall be made within ten (10) days following rendering of the disposition of the grievance in Level Three. The grievant's request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the BOE or its designee and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both Parties with a list of arbitrators. The arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

3. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

4. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to both Parties and the grievant. The decision of the arbitrator shall be binding on the three (3) Parties: the BOE, the HEA, and the grievant.

5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues(s) submitted to him/her, or to submit observations or declarations of opinion which are directly essential in reaching the determination.

6. The arbitrator shall in no way interfere with management prerogative involving BOE discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the BOE under its policies, applicable law, and rules/regulations having the force and effect of law. The costs for arbitration shall be shared equally by the Parties.

### 3.06 MISCELLANEOUS

**~~A.~~** If the HEA Executive Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given, it may withdraw its support.

**B.** Nothing contained herein will be construed as limiting the right of any MBU having a complaint or problem to discuss the matter informally with any appropriate Administrator and having the grievance adjusted without intervention of the HEA, provided the adjustment is not inconsistent with the terms of this Contract and the HEA has been given the opportunity to be present at such adjustment and to state its views.

**C.** The HEA may have a witness present at all formal steps of the grievance to represent the interests of the HEA. (See Appendix A for the Grievance Form.)

**D.** The President of the HEA or the Grievance Chairperson, or designee, and the grievant, shall be given released time to attend grievance hearings at each step of the grievance procedure, if hearings are held during business hours. This time shall include travel time to and from buildings.

## ARTICLE IV. HEA RIGHTS

### 4.01 RIGHTS GRANTED TO THE HEA

**A.** The use of building facilities for MBUs, without fee, upon the submission of a request for building use in accordance with normal BOE policy.

**B.** The use of BOE-owned equipment, supplies or materials, as long as it does not interfere with the instructional program or operation of HCSD. The cost for any expendable supplies will be supplied by or paid for by the HEA.

**C.** The use of the inter-school mail system, e-mail, and other electronic networks in accordance with BOE Policy in the school offices to distribute HEA bulletins, newsletters, or other communications as long as it does not interfere with the instructional program or operation of the HCSD.

**D.** The use of designated bulletin boards in teacher lounges or workrooms to disseminate information to MBUs.

**E.** The use of the District's communication network and related equipment as long as it does not interfere with the instructional program or operation of the HCSD. Any fees or toll charges associated with such calls shall be paid to the BOE by the HEA.

**F.** The President of the HEA or designee may visit schools. Upon arrival, the HEA President or designee shall notify the Principal of his/her presence in the building and the purpose of his/her visit. Visits to schools must not interfere with teaching and other duties assigned by the BOE and the ADM or with other school needs.

**G.** In accordance with ORC 121.22, the BOE will provide to the HEA President an electronic copy of all BOE meeting agendas. Upon request, all financial reports which may be made available to the public will be provided to the HEA President in a timely manner.

**H.** HEA spokespersons as such may address the BOE at regular BOE meetings and participate in discussions at BOE meetings as may other interested citizens. Through the Superintendent and from the President of the BOE, HEA spokespersons may, in advance, request permission to make formal presentations at BOE meetings. HEA spokespersons will, in fact, be speaking for the HEA.

**I.** There shall be a bank of twenty-four (24) days per school year, no more than nine of which may be used by the president and no more than nine (9) of which may be used by the president-elect (vice president) for Association business or to attend OEA/NEA/NEOEA events. All other days shall be allocated to MBUs by the HEA president to attend OEA/NEA/NEOEA events. Additional days or events recommended by the HEA president may be approved by the Superintendent. No more than eight (8) MBUs may be on Association business on any given day.

## 4.02 RIGHT TO FAIR SHARE FEE

The parties agree to maintain as a Legacy Document in Appendix G, the following fair share fee provisions contained in the negotiated agreement immediately prior to the U.S. Supreme Court decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31. The parties agree to maintain this Legacy Document in the event there a change in the law that will allow for this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall negotiate to agreement, any necessary changes to this legacy document prior to the document being placed back into the negotiated agreement.

**A.** Fair share fee applies to current members of HEA as of May 1, 2009 and to new hires for 2009-2010 school year and thereafter, but not to current bargaining unit members who were not members of HEA as of May 1, 2009.

**B.** Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Hudson Education Association, a fair share fee for the Union's representation of such non-members during the term of this contract.

**C.** 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 of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 30th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

**D.** Schedule of Fair Share Fee Deductions

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

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

**E.** Transmittal of Deductions

The employer 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.

**F.** Procedure for Rebate

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union 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.

**G.** Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

**H.** Indemnification of Employer

The HEA on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost of liability incurred as a result of the implementation an enforcement of this provision provided that:

1. The employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The HEA shall reserve the right to designate counsel to represent and defend the employer;

3. The employer agrees to (1) give full and complete cooperation and assistance to the HEA and its counsel at all levels of the proceeding, (2) permit the HEA or its affiliates to intervene as a party if it so desires, and/or

(3) to not oppose the HEA or its affiliates' application to file briefs amicus curiae in the action;

4. The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## ARTICLE V. TEACHER RIGHTS

### 5.01 PERSONNEL RECORDS

**A.** The official personnel file of each MBU shall be maintained in the administrative office of the HCSD and in accordance with Chapter 1347 of the ORC. Any person (other than supervisory personnel as identified in accordance with Article 1.01(C), or their secretaries) who desires to review the personnel records of an MBU of the certificated or support staff shall submit a written request to schedule a time for the review. All reviews by individuals shall be conducted in the office where the records are maintained and the Superintendent or designee shall be present during the review to answer any questions that may be raised regarding the records. The MBU shall be notified if the request is from an individual other than supervisory personnel.

**B.** An MBU has the right, upon written request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at a cost not to exceed the actual costs of reproduction. The first copy of any document shall be provided at no cost. The MBU is entitled to be accompanied by an individual of his/her choice during such review. Written request for review of any MBU's file shall be directed to the Superintendent or designee. This right to review contents does not apply to pre-employment information which predates the Privacy Act of 1974 or to documents for which the MBU previously has signed a written waiver or right to access.

**C.** A copy of any document shall be provided to the MBU at the time of the inclusion of such document in his/her personnel file.

**D.** If the MBU disputes the accuracy, relevance, timeliness or completeness of information about himself/herself maintained in the file, he/she may request that the Superintendent or designee investigate the current status of the information. The ADM shall, within a reasonable time after receiving that request, make a reasonable investigation to determine if the disputed information complies with ORC 1347.05(F) and notify the MBU of the results of the investigation and the action to be taken with respect to the disputed information. If the MBU is not satisfied with that determination, the MBU is entitled to have included in his/her personnel file a brief statement of his/her position on the disputed information and/or to include in the file a notation that the MBU protested that the information is inaccurate, irrelevant, outdated, or incomplete.

**E.** Any such statements or notations incorporated in personnel files by MBUs shall be included in any subsequent transfer, report or dissemination of the disputed information. The Superintendent retains the right to include with the statement or notation of the MBU, a statement that he/she has reasonable grounds to believe the dispute is frivolous or irrelevant and to include the reasons for such belief.

**F.** In the event an MBU wishes to add/delete information in his/her personnel file, a written request shall be submitted to the Superintendent. Additions/deletions of information will be made in accordance with Ohio Revised Code.

## 5.02 PROTECTION OF MBUS

**A.** The BOE shall make reasonable efforts to provide MBUs with a safe and healthy workplace and shall maintain its facilities in accordance with all Local, State, and Federal laws governing the health and safety of workers.

**B.** As set forth in the Ohio Department of Education's Policy on Positive Behavior Interventions and Support, and Restraints and Seclusions which was adopted on January 15, 2013, every effort will be made to prevent the need for the use of restraint and seclusion of students. Restraint or seclusion shall not occur except when there is an immediate risk of physical harm to the student or others, and shall occur only in a manner that protects the safety of all children and adults at school.

1. The District will provide all staff members with basic training about conflict de-escalation procedures, the dangers of restraint and seclusion, and procedures for contacting fully trained and certified staff when behavioral crises occur. This training will be recurrent and will be provided to new staff during orientation.

2. An adequate number of personnel in each building will be trained in crisis management, including de-escalation techniques and the use of physical restraint and seclusion procedures and a list of the school's personnel who have been trained through the crisis intervention program will be circulated to the staff. Whenever possible, these trained staff members will be called upon to administer physical restraint in situations where a student's behavior poses a threat of immediate, serious, physical harm to self and/or others.

**C.** Notwithstanding B, above, nothing precludes any teacher from using reasonable force to protect students, other persons, or themselves from assault or immediate risk of serious, physical harm. The MBU shall immediately report all such instances, as well as any cases of assault on himself/herself in connection with his/her employment, to his/her Principal or Immediate Supervisor, in writing, giving in detail the circumstances thereof.

## 5.03 PROFESSIONAL MEETINGS AND CONFERENCES

MBUs wishing to attend any professional conference, meeting, or convention shall file a written request to the Superintendent or designee through the Building Principal. After the Building Principal has reviewed and made a recommendation regarding the request, he/she will forward it to the Superintendent who, at his/her discretion, may grant such request with full deduction of pay or with no deduction. MBUs sent to such conferences as representatives of the BOE shall have no deductions in pay. The Superintendent or designee will evaluate requests for reimbursement, if any, for each approved trip.

## 5.04 ADMISSION TO SCHOOL ACTIVITIES

**A.** Two (2) complimentary nontransferable admissions for dramas, musicals, and sporting events may be obtained from the appropriate director. These free passes are good for one date only, and a pass must be obtained for each event.

**B.** Such passes are not available and will not be issued for benefit-type functions designed to raise funds for school-related and charitable activities.

**C.** MBUs who accept such passes may be called upon to help maintain student discipline at the event.

## 5.05 RIGHT TO HEA REPRESENTATION

An MBU has the right to HEA representation at any meeting with an Administrator.

## 5.06 COMPLAINTS

**A.** This Complaints section shall apply except where there has been an alleged direct violation of law or where the law requires otherwise, including alleged criminal conduct, a governmental agency investigation, alleged child abuse and/or neglect, alleged discrimination/harassment based on a protected class, or serious misconduct such as alleged bullying as defined by law.

**B.** If an administrator receives a complaint about an MBU in the MBU's capacity as a teacher or supplemental position, the administrator shall advise the complainant to discuss the matter with the MBU and give the MBU the opportunity to correct any possible error or misunderstanding. Either the MBU or the complainant may request the administrator be present. If the complainant refuses to discuss the matter with the MBU, then the administrator may set up a meeting involving the complainant and/or the MBU as well as the administrator to attempt to resolve the issue. If the complainant refuses to give his/her name or refuses to attend the aforementioned meeting, then the complaint will not be placed in the MBU's official personnel file. Nor will disciplinary action be taken based on an anonymous complaint that has not been substantiated through an investigation.

**C.** Any complaint shall be brought to the MBU's attention. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot become part of

the official personnel file. If a complaint becomes a part of the official personnel file of the MBU, the MBU shall have the opportunity to rebut the complaint in writing.

### 5.07 PUBLIC RECORDS

MBUs will be notified when public records requests are made of e-mails, grade distribution or any other document created by the MBU or which the MBU has authored. The MBU has the right to receive the public record in the same manner that it is dispersed to the public. There will be no cost to the MBU for receiving such record.

### 5.08 FINGERPRINTING FOR LICENSE RENEWAL

Fingerprinting for renewal of license to be done on site and paid for by the Board.

## ARTICLE VI. LEAVES

### 6.01 ASSAULT LEAVE

**A.** The BOE will provide up to a maximum of twenty (20) school days Assault Leave to an MBU who is absent due to a physical or mental disability resulting from an assault by a person(s) which occurs in the course of an MBU's BOE employment. The MBU will be maintained on full-pay status during the period of such absence (up to a maximum of twenty (20) school days) under the following provisions:

1. The MBU who has been assaulted must furnish a written, signed statement on forms provided by the BOE to justify use of Assault Leave. (See Appendix B).

2. Should assault leave extend beyond three (3) days, medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration, shall be provided before Assault Leave can be approved for payment.

**B.** Falsification of either a written, signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC 3319.16.

**C.** Assault Leaves granted under these regulations shall not be charged under Sick Leave earned or earnable under ORC 3319.141, or leave granted under regulations adopted by the BOE pursuant to ORC 3319.08.

**D.** If the MBU is physically disabled by the assault for longer than twenty (20) school days, the Superintendent may approve an extension of Assault Leave and require a second medical opinion to substantiate such leave extension, unless the BOE at its discretion wishes to extend such leave.

**E.** If an MBU's absence resulting from assault is covered by Workers' Compensation, the BOE shall provide the additional compensation that will provide said MBU with the same income he/she was receiving at the time of his/her assault. In the event

a delayed award by Workers' Compensation results in a total combined payment to the MBU which results in an amount equal to or more than the MBU's normal per diem rate, the excess payment will be returned to the BOE. The MBU shall be required to file a police report, unless the parties mutually agree to waive this requirement.

**F.** Any exception beyond the above must be recommended by the Superintendent and approved by the BOE.

## 6.02 EXTENDED ILLNESS AND/OR DISABILITY LEAVE

**A.** An MBU who is granted a leave of absence for extended illness and/or disability shall receive any and all insurance fringe benefits to which he/she would otherwise be entitled as an employee of the BOE for a period of six (6) months from the initial date of absence. This six (6) month period where fringe benefits are given shall run concurrently with FMLA leave and the first twelve (12) weeks of extended illness and/or disability leave shall also be considered leave under FMLA.

**B.** It is recognized that an MBU has a right under Federal law to continue fringe benefit coverage at the MBU's expense for a time specified by law. This period shall run from the initial date of absence. After the FMLA period described above, the MBU shall be entitled to all rights under the law to continued coverage at his/her expense.

**C.** Such coverage shall cease if and when the MBU receives disability retirement payments from the State Teachers' Retirement System (STRS).

## 6.03 MILITARY LEAVE

### A. Rights

MBUs are entitled to all rights provided under the ORC and the Uniform Services Employment and Reemployment Rights Act.

### B. Compensation

1. An MBU who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the MBU is called into active service or called for service through active training orders.

2. An MBU called into active service for a period in excess of thirty-one (31) days shall be paid the difference between his or her military pay and regular salary that would have been earned for service in the HCSD. This pay will continue for a period of up to five (5) years.

### C. Reinstatement

1. An MBU returning from military leave of three (3) years or less shall be reinstated to the same classification and position held prior to the leave.

2. An MBU returning from military leave greater than three (3) years shall be reinstated to the same classification, but may be assigned to a different position.

3. For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the MBU's service had been performed at the HCSD.

## 6.04 PARENTAL LEAVE OF ABSENCE

### A. CONDITIONS

An MBU who is about to become the parent of a newborn, or who is the parent of an infant under one (1) year of age, or who is an adoptive or foster care parent may request and be granted a Parental Leave of Absence without pay or benefits upon compliance with the conditions set forth below.

1. The Parental Leave of Absence shall be for up to the balance of the school year in which delivery is expected or de facto custody of a child being adopted is received (or prior to receiving such custody if necessary to fulfill the requirements for adoption). For summer delivery or custody being received in the summer (i.e., after the last work day of the school year), parental leave eligibility will begin at the start of the new school year.

2. Parental Leave may be extended by the BOE for one (1) additional school year, upon the request of the MBU to the Superintendent, made not later than the March 15 preceding the year for which such extended leave is requested.

3. Prior to the thirtieth (30th) day in advance of the beginning of the requested date of the Parental Leave, the MBU shall file a written leave of absence request with the Superintendent. This request shall include:

    a. A statement regarding the expected date of delivery; or, in the case of adoption, the expected date of receipt of custody;

    b. Date on which leave is requested to begin; and

    c. Anticipated date of return to service.

4. Subsequent to receipt of custody of the infant or end of pregnancy, application for reinstatement may be made by the MBU at any time during the school year and the MBU may be reinstated no later than the beginning of the next succeeding school year or earlier by mutual agreement.

5. Upon return from an approved Parental Leave, the MBU shall be entitled to reinstatement in a similar position, if such position is available, with the same contractual status the MBU held prior to the leave. If, however, a similar position is not available, the MBU will be assigned to any other position for which the MBU is certified.

6. Parental Leave shall not interrupt the MBU's continuous employment status as it applies to seniority. Advancement on the salary schedule in the year following the Parental Leave shall occur if the MBU worked one hundred twenty (120) or more days during the year of the leave.

7. A Parental Leave shall not exempt an MBU from decisions regarding contractual renewals relating to MBU's appraisal and/or staff reduction.

8. Where the group insurance policy permits, an MBU on Parental Leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premiums for such benefits.

9. Because an MBU is on Parental Leave, he/she will not be denied the opportunity to be considered for substitute duty in the schools.

Note: See Section 6.10

## 6.05 PERSONAL LEAVE

**A.** Personal Leave is designed to permit MBUs to be absent from duties to take care of personal matters that cannot be reasonably handled in any other way or at any other time.

**B.** Personal Leave may not be used on the following days, except in unusual circumstances with prior approval of the Superintendent or designee:

1. On the day before or the day after a holiday or vacation;

2. To extend a trip;

3. On the first or last day of school; or

4. Parent/Teacher conference days.

**C.** Personal leave may not be used for any leave purpose which is exclusively governed by another provision of this Agreement nor may it be used to interview for another job, or to work at another job, including self-employment.

**D.** A two (2) day written notice shall be required prior to the use of any Personal Leave by any member of the bargaining unit except in emergency situations. A maximum of five percent (5%) of the bargaining unit may be on personal leave at the same time which shall be administered on a first-come, first-served basis.

**E.** The following conditions govern the use of Personal Leave:

1. MBUs will be granted three (3) days of personal leave in any service year.

2. Absence on approved Personal Leave shall not be charged against Sick Leave.

3. Any unused days in a school year shall be added to the MBU's accumulated sick leave.

**F. Personal Leave Procedures**

1. Certificated personnel requesting Personal Leave shall use the approved online process.

2. MBUs are not required to state a reason for the use of such leave. However, requests for Personal Leave may not be for a prohibited purpose as described in section C and may not be one of the days restricted in Section B (unless granted by the superintendent or designee as indicated in section G).

**G.** The Superintendent or designee may grant additional personal leave either paid or unpaid to the MBU at his/her discretion.

## 6.06 SABBATICAL LEAVE

**A. Definition**

"Sabbatical Leave" is defined as a leave of absence granted by the BOE to an MBU for a period not to exceed one (1) school year to permit the MBU to engage in professional activities which will be mutually beneficial to the MBU and the HCSD. At the discretion of the BOE, Sabbatical Leave will be granted for the purpose of strengthening or improving the instructional program of the HCSD. If approved by the BOE, such leave shall be with partial pay equal to the difference between the salary he/she would have earned (exclusive of extracurricular, extended time or Department Head compensation) and the salary paid to the MBU employed as a replacement, plus insurance coverages in accordance with this Agreement. Retirement deductions will be computed on the full base salary, while other applicable deductions will be made in accordance with the normal procedure.

**B. Eligibility**

Eligibility for leave shall be considered in accordance with the following:

1. An MBU may be considered for leave after six (6) years of service in the HCSD.

2. The number of MBUs on Sabbatical Leave in any one (1) school year will be limited to one (1) from each building; however, that number may vary at the discretion of the BOE.

3. The MBU must have displayed superior instructional competence and a strong curriculum orientation. Additionally, he/she must have displayed recognized leadership in instructional and curriculum areas.

4. Not later than March 1, an MBU requesting such leave shall submit to the Superintendent a written request along with a plan for professional growth. The BOE will provide a written response to the MBU within sixty (60) calendar days of the date of submission.

5. The MBU must sign an agreement to return to service in the HCSD for two (2) consecutive years following his/her return from Sabbatical Leave, unless causes beyond the control of the MBU prevent such a return to service. At the conclusion of the leave, the MBU must present written evidence that the plan of professional growth previously submitted was followed and completed.

6. If service of the MBU returning from Sabbatical Leave is terminated by the MBU before the end of two (2) years following such return, a salary refund to the BOE must be made proportional to the amount of service not actually rendered. This refund will include amounts paid by the BOE for retirement, insurance, and other fringe benefits. Such refunds will be deducted from the MBU's pay in accordance with a schedule established by the Treasurer.

7. Sabbatical Leave for less than a full school year will be considered by the BOE only if a satisfactory replacement can be obtained.

8. An MBU returning from Sabbatical Leave will not forfeit retirement or experience credit. Upon return from Sabbatical Leave, he/she will assume his/her proper position on the current salary schedule, plus any additional hours earned, and will return to the same position or one similar to his/her prior assignment. If the same or similar position is not available, he/she will be assigned to another position for which he/she is certified.

## 6.07 SICK LEAVE

**A.** All MBUs are, by law, granted fifteen (15) days Sick Leave per year, accumulated at a rate of one and one-fourth (1¼) days per month or proportional in accordance to the work assignment of the MBU. The accumulation of Sick Leave shall be unlimited. Deduction for sickness in excess of accumulated Sick Leave and deduction for unexcused absence will be made from the pay period following the absence. Sick leave accumulation for part-time MBUs shall be calculated on the basis of their daily assignment.

**B.** Sick Leave may be used for any absence of the MBU due to personal illness, injury, exposure to contagious disease which could be communicated to others, disability due to pregnancy, and for absence due to illness, injury, or death in the MBU's immediate family. (ORC 3319.141)

**C.** For purposes of this Agreement, "immediate family" includes parent, grandparent, son, daughter, brother, sister, or in-law bearing any of these relationships, spouse, domestic partner or any individual who is a member of the MBU's immediate household.

**D.** An MBU may use accrued sick leave immediately following childbirth. Absent medical verification of the need for a longer leave, the use of sick leave following childbirth will not exceed twelve (12) weeks from the date of delivery.

**E.** For the care of a spouse/partner/baby following the birth of a baby, an MBU may use up to ten days of accrued sick leave within the two weeks following the date of delivery. If an MBU requires more than ten days, he/she must provide medical verification of the need for a longer leave.

**F.** Deductions from the Sick Leave credit of an MBU for applicable absences shall be in full days, half days, or a proportionate portion of a day, in accordance with the work assignment of the MBU.

**G.** The BOE will advance Sick Leave to MBUs who have not yet earned or have exhausted Sick Leave. The amount of Sick Leave advanced shall be equal to, but shall not exceed the amount the MBU would earn during the remainder of the school year in which it is granted. This advance must be exhausted before an MBU can access the sick leave bank.

## 6.08 SICK LEAVE BANK

### A. Statement of Purpose

The purpose of the Sick Leave Bank is to provide Sick Leave to contributors to the Sick Leave Bank in cases of incapacitating personal illness or in cases of illness of spouse or child after the MBU's accumulated Sick Leave has been exhausted.

**B.** The Sick Leave Bank will be administered by the Sick Leave Bank Committee along with the Superintendent or designee. The Sick Leave Bank Committee shall be a committee of five (5) persons, two (2) appointed by the Superintendent and three (3) appointed by the HEA President.

### C. Membership Eligibility

All MBUs, except Retirees as defined in Article XVII, are eligible to contribute to the Sick Leave Bank.

### D. Eligibility for Drawing Leave

In order to use the Sick Leave Bank, an MBU must have used all of his/her accumulated sick days. Contributors will then be permitted to apply for Sick Leave from the Sick Leave Bank for reasons as stated in Section 6.07(B).

**E.** MBUs may elect to contribute one-half (½) day from their accumulated Sick Leave to become eligible for benefits. The eligibility period will last for the duration of the Agreement or until all days have been depleted, whichever comes first.

**F.** MBUs employed on or before the beginning of this Agreement may elect to enroll in the Sick Leave Bank within thirty (30) days of ratification of this Agreement or thirty (30) days after the beginning of the school year (whichever is later). For the duration of this Agreement, newly employed MBUs will contribute one-half (½) day to the Sick Leave Bank and will be automatically enrolled in the Sick Leave Bank by October 15 in the year in which they are employed for the duration of the term of this Negotiated Agreement, or until a re- enrollment period is required under 6.08(G).

**G.** If the balance in the Sick Leave Bank reaches zero (0), a re-enrollment period of fifteen (15) calendar days will automatically occur.

**H. Procedures to Draw Upon the Bank**

An application obtained from the Sick Leave Bank Committee for an allotment from the Sick Leave Bank will be accepted. (See Appendix C for the Sick Leave Bank Application Form.) A doctor's statement is required with the application in order for the request to be considered.

**I.** Once qualified to receive an allotment from the Sick Leave Bank, the maximum number of days an MBU may receive from the Sick Leave Bank shall not exceed thirty (30) days during an eligibility period. Allotments from the Sick Leave Bank shall commence when all sick leave ~~is~~ exhausted.

**J.** The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. Decisions of the Committee are final.

**K.** The Chairperson of the Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer of the HCSD.

**L.** The Sick Leave Bank Committee shall review the operation of the Sick Leave Bank annually, and make recommendations, if necessary, for modifications of the plan to the Parties.

## 6.09 JURY DUTY LEAVE

The MBU will be excused for jury duty. These days will not be charged to the MBU in any form.

## 6.10 FAMILY AND MEDICAL LEAVE

The Board shall comply with current law on Family and Medical Leave.

## 6.11 WITNESS LEAVE

The MBU will be excused when required to appear in court or official government hearing in response to a subpoena or direction of proper authority for HCSD-related business. Such time will not be charged to the MBU in any form.

## 6.12 BEREAVEMENT LEAVE

**A.** Accrued sick leave may be used for any absence of the MBU due to death in the MBU's family, defined as (parent, grandparent, grandchild, son, daughter, brother, sister, or in-law or step-family member bearing any of these relationships, spouse, or domestic partner, or any individual who is a member of the MBU's immediate household). Upon approval of the Superintendent, accrued sick leave may be used for any absence of the MBU due to death of a person who clearly stands in the same relationship with the MBU as immediate family, as defined in Article 6.07(C).

**B.** Up to one (1) day of accrued sick leave may be used for any absence of the MBU due to the death of the MBU's aunt, uncle, niece, or nephew. Additional day(s) may be granted upon approval of the Superintendent.

**C.** Accrued personal leave may be used due to death in the MBU's family as defined in Article 6.12 (A), where the MBU does not have sick leave available, and for any deaths outside of the MBU's family.

## 6.13 ADOPTION LEAVE

An MBU is eligible to use a maximum of thirty (30) work days of accrued sick leave and/or personal leave upon adoption of a non-school age child (or a maximum of ten (10) work days for a school age child). Up to ten (10) days of accrued leave may be used prior to the receipt of custody of the child for "process" related obligations; however, accrued personal leave must first be used for process related leave prior to use of accrued sick leave. Adoption leave must be concluded no later than six weeks after the date custody is received. If both adoptive parents are Board employees, either or both may use accrued sick/personal leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days for non-school age children or ten days for school age children.

# ARTICLE VII. CONDITIONS OF EMPLOYMENT

## 7.01 MBUS' CONTRACT YEAR

**A.** The MBUs' contract year shall be one hundred eighty-five (185) days which will consist of conference/instructional days for students, and the following:

1. Four (4) Professional Development Days/Records Days, one (1) at the end of first quarter (grades 6-12), first semester (grades 6-12), first trimester (grades Pre-K through 5), and second trimester (grades Pre-K through 5). On days when grades 6-12 has records days per this paragraph A1, the days shall be Professional Development Days for grades Pre-K through 5, and on days when grades Pre-K through 5 has records days per this paragraph A1, the days shall be Professional Development Days for grades 6-12;

2. Two (2) days prior to the opening of school for students; one (1) preparation day and one (1) Professional Development Day planned jointly by the HEA and the ADM. Starting with the 2026-2027 school year, this Article 7.01.A.2. shall be: Three (3) days prior to the opening of school for students; one (1) preparation day; one (1) building-based meeting(s) day; and one (1) district-wide Professional Development Day planned jointly by the HEA and the ADM;

3. One (1) records Day the last day of the contract year; and

4. Two (2) evening Parent/Teacher conferences.

**B.** MBUs may be provided up to five (5) hours for scheduled professional activities on President's Day. The professional activities may include professional development/training, exploration of new programs, collaboration time with colleagues, data analysis, and technology training. The professional activities will be planned collaboratively with the administration and HEA. Attendance is voluntary and will be compensated at the summer school/curriculum development rate per Section 13.05.

**C.** North Eastern Ohio Education Association (NEOEA) day shall be part of the one hundred eighty-five (185)-day work year with no staff in attendance to account for two (2) parent-teacher conference evenings.

**D.** In addition to the above scheduled days, prior to the opening of school, newly employed MBUs shall attend orientation meetings or conferences developed by the ADM.

**E.** The contract work year for ISGITs shall be one hundred eighty-five (185) days.

**~~E~~.** MBUs whose duties do not require them to report to the building may work remotely on Records Days (Paragraph A1); teachers will report to the building on Professional Development Days (Paragraph A1).

## 7.02 LENGTH OF MBUS' DAY

**A.** MBUs shall arrive in sufficient time to perform their duties prior to the student day and remain after school to oversee the orderly dismissal of students, and conduct scheduled student or parent conferences.

**B.** The MBUs' schedules and salaries anticipate that MBUs will arrive before or remain after the instructional day to attend faculty or other professional meetings that had been planned prior to that particular student day.

**C.** Beginning with the 2010-2011 school year, the length of the elementary student day shall be increased from 6.50 hours to 6.75 hours. The additional fifteen (15) minutes will be used to extend student lunch times. The length of the middle school student day shall be 7.0 hours and the length of the high school student day shall be 7.0 hours.

**D.** Every MBU shall be provided a thirty (30) minute, duty-free, uninterrupted lunch.

## 7.03 MEETINGS

**A.** Administrators will endeavor to schedule only such items for inclusion in the Building Meeting Agenda as cannot be presented in another manner (memo, individual conference, etc.) Use of technology is encouraged to reduce the number of meetings with MBUs.

**B.** Announcements concerning HEA activities may be made by HEA representatives at staff meetings.

**C.** When a meeting/conference is scheduled, it is the expectation that a MBU will be provided oral or written notice of the date, location, purpose and estimated length of the meeting/conference.

## 7.04 CALENDAR

The responsibility for the construction of the school calendar rests with the BOE. Such calendar will be reviewed annually and input will be accepted from the HEA. Recommendations shall be made in writing to the Superintendent by January 15 of each school year for the following year calendar. Any changes which must be made to the school calendar after it has been established will be discussed with the President of the HEA prior to the BOE making said changes.

## 7.05 PREPARATION/CONFERENCE TIME

**A.** MBUs assigned to Grades PreK through Grade 5 shall have an average minimum of two hundred (200) minutes per week of preparation and conference time during the student day. Reasonable effort will be made to equitably distribute assigned preparation and conference time throughout the week.

~~**B.**~~ MBUs assigned to Grades 6-8 will have a minimum of five (5) periods or two hundred (200) minutes per week preparation and conference time, whichever is greater.

**C.** MBUs assigned to Grades 9-12 shall have preparation and conference time as follows:

1. On non-block days, the MBU will be assigned one full period for preparation and conference time.

2. On block days, the MBU will be assigned a duty for the equivalent of a maximum of half of the duty period. The other half of the duty period will be used for preparation and conference. The MBU's duty period will occur on one block day and the preparation and conference period will occur on the other block day each week (unless the MBU approves of them both being on the same day).

**D.** Preparation and conference time shall be scheduled in blocks of not less than twenty-five (25) minutes.

**E.** Special subject MBUs PreK through Grade 5 shall have no more than one (1) twenty-five (25) minute block of preparation and conference time per week scheduled outside the student day.

**F.** Conferences between the MBU and the Administrator will be scheduled cooperatively.

**G.** All other conferences will be scheduled at the discretion of the MBU. MBUs will make every effort to cooperatively schedule conferences with parents.

**H.** See Section 13.18 for preparation and conference time for ISGITs.

## 7.06 TRAVEL TIME/TRAVELING MBU

A traveling MBU shall have a minimum of twenty (20) minutes between ending a class at one school and beginning a class at another school. Exceptions to this provision shall occur only when both Parties agree. Every effort shall be made to insure adequate preparation and set-up time between classes.

## 7.07 CLASS SIZE

The Board of Education recognizes the importance of small classes and will make reasonable attempts to achieve class size of 1:22-24 (kindergarten-1$^{st}$ grade); 1:23-25 (2$^{nd}$-3$^{rd}$ grade); and 1:24-26 (4$^{th}$-5$^{th}$ grade) teacher-pupil ratio if space and financial conditions permit. The Board recognizes the responsibilities associated with special needs students and will be sensitive in their placement of these students in regular classrooms based on an evaluation of the students' needs and corresponding instructional modifications and accommodations. The Board recognizes that when assigning special needs students there will be consideration given regarding enrollment numbers and student needs.

## 7.08 RELIEF HELP

**A.** No teachers shall be assigned lunch time supervision or noon playground duty.

**B.** Twenty (20) minutes after the final dismissal bell at each elementary building, all remaining bus riders will be gathered in one location. One (1) teacher will supervise these late riders, if needed, and see them safely on the bus. The Board will pay Fifteen Dollars ($15.00) per duty and the staff in each building will develop the plan for implementation in the building during the third week of school. Accurate records will be maintained by the teacher in charge. To ensure student safety, the Principal may direct additional staff members to assist if the Principal (ADM) or designee deems the situation to be unsafe.

## 7.09 EQUIPMENT AND SUPPLIES

The BOE shall provide MBUs the equipment and supplies that are necessary to perform required duties. Requests for necessary equipment and supplies should be submitted by the MBU the immediate supervisor.'

## 7.10 SUBSTITUTE TEACHERS/SPOT SUBBING

**A.** Substitute teachers will be provided for all MBUs who are absent from school, including the special areas of Music, Art, Physical Education and Library, provided qualified substitute teachers are available. In cases mutually agreed upon by the Superintendent, Principal, and the MBU involved, other arrangements may be made to cover MBU absence.

**B.** The BOE will attempt to fill a substitute position in the following order:

1. Hire a qualified substitute.

2. Pull MBUs from duty assignments or other non-instructional work times.

3. MBU who has volunteered to be available during planning time.

    a. A process will be developed for MBUs, which may vary by building, to make known their willingness to volunteer to substitute during their planning periods.
    b. MBUs who have volunteered will be asked first.

4. Adding students to the class load of a teacher who is teaching a similar teaching assignment. This does not include co-teaching assignments. In the event an absent teacher's class load is split between or among other teachers, the pay in Section C shall be split accordingly.

5. In emergency situations when B1-4 above do not result in substitute coverage, a building principal may assign substitute coverage during an MBU's planning period.

**C.** In the event that B3, ~~or~~ B4, or B5 are utilized based on the request of their building principal, MBUs will be paid at the Summer School/Curriculum Writing hourly rate as defined in 13.07 of this agreement, prorated for partial time. All MBUs will be

paid at the higher rate. Credit will be given for actual time substituting plus five (5) minutes before and five (5) minutes after each occurrence.

**D.** No MBU shall substitute during their thirty (30)-minute lunch.

## 7.11 CRIMINAL RECORDS CHECK LAW

The HCSD adheres to the Criminal Records Check Law as outlined in the ORC 3319.39. In the event that an MBU is tentatively approved by the BOE while the criminal records check is pending, and the results of the investigation are returned indicating a disqualifying crime, the Parties agree to terminate said MBU immediately.

## 7.12 PROFESSIONAL LEARNING COMMUNITIES

Time will be included in the MBU (teachers') work day that will provide for collaboration, monitoring of data and other activities focused on improvement in student performance. Professional Learning Community ("PLC") time may be used for professional development or training with approval of the Building Principal. One (1) PLC meeting per month will be dedicated to analysis of student data (individually or collectively in small group). The MBUs will share with the PLC a summary of the data analyzed, observations regarding the data, and impact on instruction.

## 7.13 EMERGENCY REMOTE INSTRUCTION

Effective with the July 1, 2025 HEA Negotiated Agreement, language in Article 7.13 A, 1-8 will be temporarily suspended. In the event that emergency remote instruction is necessary and authorized by law, the parties will convene to update and/or modify the language below.

**A.** Due to the outbreak and spread of a contagious disease, or other emergency (including but not limited to excessive student absences and/or excessive staff absences), it may be necessary to close a school building(s) and/or classroom(s) to in-person learning for students during a school period of time. If the Board or designee elects to provide emergency remote, asynchronous, and/or hybrid instruction due to such emergency situation(s), and only where permitted by law, the parties agree as follows:

1. For the term of the 2022–2025 negotiated agreement, the following paragraph will apply: In the event that a transition will occur from in-person to remote and/or hybrid learning, for the first transition during the school year, and where fewer than two (2) school days' notice is given, the Board will provide MBUs with a transition day to prepare for remote and/or hybrid instruction, unless otherwise mutually agreed. During the transition day, students shall be provided with a school day of asynchronous instruction.

2. The parties recognize that the delivery of remote, asynchronous, and/or hybrid instruction may result in unintended consequences for the parties. The parties further recognize the instructional importance of remote,

asynchronous, and/or hybrid instruction that allows student opportunities to engage in real-time and/or distance-learning interaction among students and MBUs. If a disciplinary issue is directly related to the method of instructional delivery (remote, asynchronous, and/or hybrid), prior to issuing discipline, the District shall consider whether the issue directly related to instructional delivery was the result of blameless error on the part of the MBU (e.g., power outage); MBUs will be held harmless for blameless error.

3. The Board shall provide necessary technology and training opportunities to successfully implement remote, asynchronous, and/or hybrid instruction, which will occur via the District-chosen technologies/programs.

4. An administrator monitoring or viewing an MBUs remote instruction will inform the MBU of the administrator's presence.

5. No recordings, either video or audio, shall be made by administration or the Board during remote instruction.

6. No video recordings shall be viewed for evaluation purposes, unless mutually agreed upon by the MBU and evaluator.

7. Regular school building hours will be observed for remote instruction, asynchronous and/or hybrid.

8. After collaboration with the Association, the District will provide MBUs with a framework for expectations regarding remote, asynchronous, and/or hybrid student instruction.

## ARTICLE VIII. CONTRACTS

MBUs will be given a contract executed by the Treasurer of the BOE, or a salary statement executed by the Treasurer. Such contract salary statement shall specify the job title, contract period, and the dollar amount to be paid.

### 8.01 LIMITED CONTRACTS

Each new MBU will be issued a one-year contract. Subsequent one-year contracts may be issued to each reemployed MBU during a three-year probationary period. Following three (3) successive one-year contracts, a reemployed MBU may be issued a two-year contract which may be followed by successive three-year contracts until such time as that MBU becomes qualified for a continuing contract. If there are documented performance concerns, then a contract less than the term of a contract in the normal sequence may be issued.

### 8.02 CONTINUING CONTRACTS

**A.** The issuance of continuing contracts will be governed by the provisions of ORC 3319.11 except as modified by this section.

**B.** An MBU who may become eligible for continuing contract status regardless of current term of contract, and desires to be considered for a continuing contract, shall forward a letter to the Superintendent prior to September 15 of the school year in which continuing contract consideration is being requested before a continuing contract may be granted. The MBU will be subject to the full evaluation cycle. Failure to comply with the September 15 requirement shall defer continuing contract status consideration until the school year in which the September 15 notice requirement has been met by the MBU. The MBU who has forwarded the letter can waive the right to be considered for a continuing contract by withdrawing the letter, deferring consideration for a subsequent year by resubmitting the letter in accordance with this paragraph.

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

## 8.03 SUPPLEMENTAL CONTRACTS

**A.** Supplemental contracts shall be one (1) year contracts subject to the posting of vacancies process in Article IX. Certified and qualified MBUs will be given first consideration to fill supplemental positions. First consideration shall be defined as the right to an interview but no applicant shall be entitled to a position merely due to his/her employment status.

**B.** All supplemental limited contracts including regular supplemental and extended time contracts shall automatically expire at the end of the activity but no later than June 30 of each school year. The procedural due process and evaluations requirements contained in ORC 3319.11 shall not apply to supplemental or extended time contracts.

## 8.04 NONRENEWAL/TERMINATION

### A. Nonrenewal

1. Nonrenewal of limited teaching contracts for all teachers in the HCSD shall be in accordance with ORC 3319.11 and as otherwise set forth in this Section 8.04 A.

2. In order to nonrenew a limited teaching contract for poor performance, the MBU must have been placed on a performance improvement plan (Appendix E) consistent with Article XI.

3. The MBU's procedural and appeal rights are governed by ORC 3319.11 and are not subject to the grievance process.

4. Members who are being considered for non-renewal will have at least three (3) formal observations.

### B. Termination

The contract of an MBU may not be terminated by the BOE except for good and just cause as prescribed by ORC 3319.16 and 3319.161. MBU's procedural and appeal rights are governed by the Ohio Revised Code and termination is not subject to the grievance process.

## 8.05 DISCIPLINARY ACTION

Discipline shall normally be progressive. At any stage in the procedure outlined herein, an MBU may request to have a representative of his/her own choosing at his/her own expense assist and/or represent the MBU.

**A.** When an act of omission, or violation of BOE Policy, or violation of the law on the part of an MBU which could result in disciplinary action is thought to have occurred, the building principal shall investigate the facts and circumstances informally and discuss the incident(s) with the MBU. Minor first-time infractions should normally be resolved through informal discussions, which may include an oral or written warning or reprimand by the Building Principal.

**B.** More serious infractions or repetitious incidents shall be reported to the Superintendent or designee through the MBU's supervisory channel. The Superintendent or designee shall investigate the facts and circumstances informally and may refer the matter back to the Building Principal for resolution, impose discipline as outlined below or refer the matter to the Superintendent or designee or BOE for resolution.

**C.** If, in the judgment of the Superintendent or designee, the matter is referred to him/her, an act of omission or violation of BOE Policy or violation of the law has occurred which warrants disciplinary action, he/she may discipline the MBU by oral

or written reprimand and/or suspension without pay for a period not to exceed ten (10) working days for just cause. Suspension for any period may only be imposed after an informal hearing at which the MBU and/or his/her representative shall have been afforded the opportunity to be heard, to call witnesses, or to question witnesses concerning the incident or matter being investigated. The MBU shall be notified of the time and place of any such informal hearing three (3) calendar days in advance.

**D.** The disciplinary action may be appealed through the grievance procedure beginning at Level Four, unless the MBU submits a written request to the Superintendent or designee requesting a closed board hearing at Level Three of the grievance procedure.

**E.** During any hearing conducted before the BOE, the MBU shall have the right to be represented by an Association representative of his/her choice at no cost to the BOE, to present evidence and/or witnesses, to question witnesses, and to make a sworn or unsworn statement to the BOE. The BOE shall cause a transcript of the hearing to be made at BOE expense if demotion or discharge has been recommended. An MBU may request a copy of the transcript at a cost not to exceed the cost of reproduction.

**F.** Final action on any discipline, suspension or dismissal by the BOE shall be taken by BOE resolution in open session. A copy of the resolution shall be provided to the MBU by certified mail.

### 8.06 EXTRACURRICULAR ADVISORY COMMITTEE (EAC)

**A.** The EAC shall meet when new positions are created to establish the specific percentage of BA-0 base salary for the position.

**B.** The Extracurricular Advisory Committee (EAC) shall consist of four (4) members, two (2) of whom shall be HEA members appointed by the HEA, and two (2) appointed by the BOE. The Athletic Director shall serve as an ex officio member and participate in discussions relating to Athletic Coaches.

## ARTICLE IX. JOB OPENINGS, VACANCIES AND TRANSFERS

### 9.01 JOB OPENINGS

**A.** An instructional or administrative job opening is triggered when an employee is on leave of absence which is expected to last a full school year or longer or when a bargaining unit position which is either newly created or which is unfilled for the following school year because of death, transfer, retirement, resignation, termination or nonrenewal.

**B.** For openings that occur on or after August 1 and also during the school year, the Board may fill the opening via voluntary transfers per 9.03 or through a long-term substitute. Long-term substitute positions may be posted at the Board's discretion,

giving due consideration to whether a summer hire should be a long-term substitute or a limited contract MBU. Every effort will be made to post such pre-school year summer postings to not influence the posting date so that it is eligible for long-term substitutes filling the position.

For teachers hired between August 1 and the start of the school year under this Section as a long-term substitute, such long-term substitute shall be paid on BA, Step 0, and eligible for benefits to the same extent as a first-year limited contract teacher, on their first contract day.

**C.** If such long-term substitute is subsequently hired the following school year as an MBU on a limited contract, then such long-term substitute year shall count for advancement on the salary schedule, so long as the long-term substitute's service is for the time period required in Article 13.02.A. A supplemental opening is triggered when there is a newly created position, the employee who currently holds the position chooses not to return or the administration chooses not to rehire the current employee or desires to consider other applicants for the position.

## 9.02 POSTING OF VACANCIES

**A.** After considering voluntary transfers under 9.03 or involuntary transfers under 9.04 for instructional openings, any remaining instructional opening that the Board intends to fill through the hiring process will be considered a vacancy subject to the posting process.

**B.** Any supplemental opening that the Board intends to fill will be considered a vacancy subject to the posting process.

**C.** Notice of any bargaining unit vacancies (including instructional, summer school, and supplemental) or administrative vacancies that the Board intends to fill shall be posted on the school district website and e-mailed to all MBUs at their school district e-mail address at least five (5) days prior to the completion of interviews. All qualified MBUs who apply in writing for an MBU-posted position will be interviewed.

## 9.03 VOLUNTARY TRANSFER

**A.** An MBU wishing to transfer within the HCSD may make a request to this effect as follows:

1. The MBU wishing to transfer shall file a request, in writing, with the Building Principal not later than February 1. The Building Principal shall forward this request to the Superintendent or designee.

2. As soon as practicable, but not later than July 10, the Superintendent or designee shall notify the MBU requesting the transfer and the Principal of the building where the MBU is currently assigned as to the disposition of the

request. In acting on requests for transfer, the following criteria will be considered:

a. Individual qualifications;

b. Instructional requirements;

c. Staff availability and experience mix.

3. In cases where more than one (1) MBU has requested transfer to the same position and the criteria indicated in a, b, and c, above, are considered by the Superintendent/Designee to be equal, the preference in assignment or transfer shall be given to the MBU with the greatest number of years of service in the HCSD.

### 9.04 INVOLUNTARY TRANSFER

**A.** Notice of an involuntary transfer or reassignment will be given to MBUs as soon as practicable and, except in cases of emergency, not later than July 10.

**B.** Upon notification of an involuntary transfer of an MBU, a meeting will be held with the MBU and the ADM regarding the transfer. The MBU reserves the right to waive the meeting.

### 9.05 ASSIGNMENT

The Superintendent reserves the right to make all assignments, including transfers, whether initiated by the MBU or the ADM, with the best interests of the students as the prime criterion.

## ARTICLE X. INSURANCE PROVISIONS – ARTICLE EFFECTIVE JANUARY 1, 2026

[To view Article X, effective July 1, 2025, through December 31, 2025, see Appendix F.]

### 10.01 FULL-TIME/PART-TIME STATUS DEFINED

For purposes of this Article only, the term “full-time” shall mean MBUs on full salary for the MBU’s class and step. “Part-time” MBUs are those whose assignment is expressed as a percentage of full-time. Those MBUs whose assignment is less than .5 time do not receive the insurance benefits outlined in this Article, with the exception of 10.03.G. (Employee Assistance Program). Those whose part-time assignment is .5 time or greater receive benefits as outlined below.

### 10.02 LIFE INSURANCE

All full-time MBUs will be provided with a minimum of Twenty Thousand Dollars ($20,000) of Convertible Term Life Insurance with Accidental Death and Dismemberment benefits, or an amount equal to each full-time MBU’s annual base salary expressed to the nearest

One Thousand Dollars ($1,000), whichever is greater. Part-time MBUs will be provided with either a minimum of Ten Thousand Dollars ($10,000) of Convertible Term Life Insurance, including Accidental Death and Dismemberment benefits, or an amount equal to each part-time MBU's annual base salary expressed to the nearest One Thousand Dollars ($1,000), whichever is greater. Premiums for such life insurance coverages will be paid by the BOE. The BOE shall allow individual MBUs to purchase additional amounts of coverage through payroll deduction, provided the number of MBUs electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company and such coverage is available through the insurance carrier providing the foregoing coverage.

The parties acknowledge life insurance may be provided by more than one carrier to meet the obligations in this Article.

## 10.03 MEDICAL, DENTAL, AND VISION INSURANCE

A. The Hudson City School District Board shall fully meet its obligations, except as otherwise stated herein, to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide medical, dental, and vision insurance through the COG. The coverage shall be the standardized COG specifications. In accordance with the agreement between the Hudson City Schools and the COG, the exact program of coverages, deductibles, co-insurance, and maximum-out-of-pocket figures for medical, dental, and vision insurances are set by the COG and are subject to change each calendar year as dictated by the COG.

B. **Medical Insurance**

1. **Premium Costs**

The Board will pay eighty-five percent (85%) of the premium share and the employee will pay fifteen percent (15%) of the premium share, effective January 1, 2026, for the following coverages: single and family.

Part time MBUs selecting single coverage will pay the same annual premium as full time MBUs. For part time MBUs selecting family coverage, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (e.g., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

2. **Preferred Provider**

The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

Any MBU or covered dependent who reaches age sixty-five (65) during the life of this Contract shall have the option to continue the medical coverage then in effect or to select medical coverage under Medicare. If the BOE-provided coverage is continued, it shall be the primary payer of medical benefits and Medicare shall be secondary, subject to the working spouse rule. If Medicare is selected as primary, there shall be no secondary coverage paid by the BOE. In most cases, it is to the MBU's advantage to continue BOE-provided coverage. This provision constitutes the notification to members required by the Equal Employment Opportunity Commission rules, and no further notification shall be made by or required of the BOE.

3. **Prescription Drugs**

The prescription drug benefit for MBUs and their covered dependents shall be set by the standardized COG specifications (refer to COG for guidance and is subject to change each calendar year as dictated by the COG).

4. **Open Enrollment**

Open enrollment for the Plan will occur in the fall as determined by the COG of each year to take effect on January 1. Once the plan has been selected, that plan shall remain in effect until the end of the calendar year. However, if a qualifying event occurs, the MBU will be able to enroll or make changes to the Plan.

5. **Married MBUs**

Married MBUs who are both employed by the District (or an MBU whose spouse is also employed by an entity covered by the COG) may elect plans according to the COG specifications.

If an MBU's spouse is covered as a dependent, additional information is available in Appendix H. Nothing in this Section shall be construed to prevent an MBU or spouse from maintaining an independent, personal, private health or accident insurance plan.

6. **Employee Assistance Program (EAP)**

The HCSD will provide an Employee Assistance Program (EAP) for MBUs who are experiencing personal difficulties. The purpose of the program is to assist MBUs in obtaining help to resolve such problems in an effective and confidential manner. This program recognizes that the primary obligation is to seek assistance and to resolve the problem rests with the MBU.

All MBUs of the HCSD are eligible for this benefit regardless of full-time/part-time status.

C. **Dental Insurance**

The Board will pay eighty-five percent (85%) of the premiums share and the MBU will pay fifteen percent (15%) of the premium cost for any coverage chosen.

For part time MBUs, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (e.g., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

D. **Vision Insurance**

The BOE shall offer a plan of vision insurance. The Board will pay eighty-five percent (85%) of the premiums share and the MBU will pay fifteen percent (15%) of the premium cost for any coverage chosen.

For part time MBUs, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (e.g., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

## 10.04 SPECIAL PROVISIONS

A. Effective January 1, 2026, through December 31, 2028 only, if an MBU was enrolled in HCSD's medical/prescription insurance plan as of December 31, 2025 and their spouse was also covered* under such HCSD plan, and if an MBU's spouse is required to take their employer's coverage as required by the COG's Working Spouse Coverage rule, the District shall reimburse the MBU up to two hundred fifty dollars ($250.00) per month for the spouse's single monthly premium paid to the spouse's employer. Reimbursement shall be made on a monthly basis and shall be subject to prior approval by the District upon submission of proper documentation verifying the spouse's monthly premium payment and required premium contribution.

** If an MBU is or would have been enrolled as of December 31, 2025, with their spouse covered and believes that they are being excluded from this provision due to extenuating circumstances, the MBU may request eligibility for this reimbursement to the Insurance Committee so long as the MBU is otherwise eligible for insurance (e.g., an employee on parental leave in 2025 but returning in 2026).*

B. Effective January 1, 2026, through December 31, 2028 only, if an MBU was enrolled in HCSD's medical/prescription insurance plan as of December 31, 2025 and their spouse or dependent children were covered*, in the District's self-insurance plan in either the "Employee + Spouse" or "Employee + Dependent

Children" coverage tier, and the MBU elects coverage under the COG plan, but is required to elect a Family coverage tier due to changes in plan structure (i.e., prior tiers no longer available, but the MBU continues to need coverage for only Employee + Dependent Children or Employee + Spouse), the MBU's premium contribution shall be adjusted as follows:

1. A full-time MBU covering the MBU and spouse under the COG's Family tier shall contribute fifteen percent (15%) of eighty percent (80%) of the Family plan premium. Part-time pro-ration shall apply, where applicable.

2. A full-time MBU covering the MBU and dependent children under the COG's Family tier shall contribute fifteen percent (15%) of seventy percent (70%) of the Family plan premium. Part-time pro-ration shall apply, where applicable.

**If an MBU is or would have been enrolled as of December 31, 2025, with their spouse or dependent children covered and believes that they are being excluded from this provision due to extenuating circumstances the MBU may request eligibility for this reimbursement to the Insurance Committee so long as the MBU is otherwise eligible for insurance (e.g., an employee on parental leave in 2025 but returning in 2026).*

C. An MBU can qualify for both Article 10.04.A. and 10.04.B. above.

D. All insurance provisions extend year-round for all MBUs. Full BOE-paid insurance provisions will extend to the end of the month in which the employee either retires, or voluntarily resigns, with the exception of MBUs who are rehired retirees. Pursuant to Article 17.05, insurance provisions shall extend year-round, so as to include insurance coverage for rehired retirees during the summer months when school is not in session. The BOE shall cease to offer insurance coverage through the summer months to retirees if a retiree is not rehired for the succeeding school year.

E. Those MBUs who retire or voluntarily resign shall have the right to receive their total payment of salary in the month in which they retire or voluntarily resign.

F. Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

The Board will offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). The Board will offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for the Board or employees for these services.

G. Effective from January 1, 2026-December 31, 2028 only: Where hearing aid coverage is not provided by the COG, and to the extent covered during plan year January 1, 2025-December 31, 2025, coverage will include one (1) hearing aid per ear, capped at $2,000 total every two (2) years, upon approval by the District and the submission of proper documentation by the MBU.

H. The Board will provide access to flu shots on-site at no cost to the MBU.

I. For the duration of this Negotiated Agreement (July 1, 2025, through June 30, 2028), the District Health Insurance Committee bargaining unit members will be compensated for service in this role to assist with the transition to the Stark County Schools Council of Governments (COG). Compensation will be annually determined, and recommended to the Board of Education for approval, utilizing the EAC process as outlined in Article 8.06

## 10.05 PREMIUM HOLIDAYS

If the District receives a premium holiday(s), the MBUs shall not be required to pay their portion of the premium(s) for the holiday month(s).

MBUs shall be provided with one (1) premium holiday during the contract year effective from July 1, 2025-June 30, 2026; with one (1) premium holiday during the contract year effective from July 1, 2026-June 30, 2027; and with one (1) premium holiday during the contract year effective from July 1, 2027-June 30, 2028. If the COG provides (i.e., pays for) at least all three (3) such premium holidays to the District/MBUs, then MBUs shall be provided with one (1) premium holiday during the contract year effective from July 1, 2028-June 30, 2029.

## 10.06 SPOUSAL COVERAGE

The Working Spouse Coverage rule shall apply and shall be set by the COG specifications (refer to COG for guidance and is subject to change each calendar year as dictated by the COG).

# ARTICLE XI. TEACHER APPRAISAL/EVALUATION

## 11.01 GUIDING STATEMENTS OF THE TEACHER EVALUATION PROCESS

**A.** The most important elements of the educational program are the students and the professional educators who instruct them.

**B.** The evaluation process shall look at the whole teacher and shall be conducted openly, consistently, and with full knowledge of the employee. This process considers the evidence in each standard area across the arc of the entire year, taking into account observations, conferences, and daily interactions. It is particularly important to consider trends in the teacher's performance over time.

**C.** The evaluation process promotes professional growth and reflection, using multiple measures to guide professional development, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices.

**D.** Professionalism is an essential part of the educational process, encompassing a commitment to demonstrate professional behavior in all settings and interactions.

**E.** The educational attainments and successes of students are the shared responsibility of students, parents, teachers, administrators, and the Board of Education. In this context, teachers recognize their shared responsibility for students accomplishing grade level subject objectives contained in the courses of study and state standards.

**F.** Accomplished practitioners should have the opportunity to assume greater influence over the evaluation process as it relates to their continued professional growth.

## 11.02 DEFINITION OF TEACHER AND OTHER MBUS

**A.** The Ohio Teacher Evaluation System (OTES 2.0) applies to any person employed under a teaching license or a professional certificate in accordance with law and who spends at least 50% of his or her time providing student instruction.

**B.** The Ohio School Counselor Evaluation System (OSCES) applies to any school counselor employed under a school counseling license or certificate in accordance with the law.

**C.** MBUs who are employed as a Library/Media Specialist, School Psychologist, Therapeutic Specialist, Curriculum Coordinator, and other identified personnel who have contact with students but do not fall under the definition of teacher or counselor under ORC shall be evaluated using the same procedures for classroom teachers using agreed upon forms found in Appendix D of the negotiated contract.

## 11.03 DEFINITION OF CREDENTIALED EVALUATOR

Observations and appraisals may be conducted by the MBU's principal, assistant principal, or by the appropriate certificated and credentialed administrators who are employees of the Hudson City Schools. In the event of exigent circumstances (which preclude the assigned evaluator from completing the evaluation), the Superintendent will consult with the HEA president prior to making a reassignment.

## 11.04 EVALUATION PROCEDURE AND TIMELINE

**A.** Assignment of Evaluator: Each MBU shall be notified, in writing or via email, of the name of his/her evaluator within thirty (30) days of the first day of school. An MBU with a final summative rating of accomplished may choose his or her own credentialed evaluator from the approved building list. When there is an

imbalanced number of evaluations to complete due to MBU choice and at the request of the Superintendent or designee(s), the HEA and Superintendent or designee(s) will meet to discuss and create a mutually agreed upon process that may result in the redistribution of evaluations. In the case of a new MBU hired after the start of the school year, the notification shall be within thirty (30) calendar days of the effective hire date.

**B.** Observations: The first observation shall be completed no later than January 15th and subsequent observations by May 1st.

**C.** New MBUs: Each MBU new to the profession (i.e., teaching fewer than four (4) full years) shall be evaluated every year for the first three (3) years in the profession, regardless of rating. Refer to Appendix D regarding "New to District Evaluation Scenarios".

**D.** All MBUs: One (1) full or off-year evaluation cycle shall be conducted and completed by May 1st and the MBU being evaluated shall receive a written report of the results of this evaluation by May 10th.

**E.** MBUs with a Final Summative Rating of Accomplished in the District and at least three (3) years in the profession shall be exempt from the full evaluation cycle the subsequent two (2) years, provided that the MBU has not applied for a continuing contract and provided that the MBU is making progress on the professional growth plan.

**F.** MBUs with a Final Summative Rating of Skilled in the District and at least three (3) in the profession shall be exempt from the full evaluation cycle the subsequent year, provided that the MBU has not applied for a continuing contract and provided that the MBU is making progress on the professional growth plan.

**G.** Any MBU who is exempt from a full evaluation cycle per paragraphs E or F above will receive one (1) off-year formal observation (using the Off-Year Formal Observation form-Appendix D) and post-observation conference during the off-cycle year. The MBU may request a walkthrough.

**H.** Any MBU who is exempt from a full evaluation cycle per paragraphs E or F above may request to be placed on a full evaluation cycle. Such requests must be submitted to the Superintendent/designee within thirty (30) calendar days of the first day of school.

**I.** Any MBU who was on an approved leave for fifty percent (50%) or more of the school year will not be subject to the evaluation process and any portion of the evaluation process that may have been completed prior to accumulation of the leave will not be reported.

**J.** Any MBU who has submitted notice of retirement by December 1 will not be subject to the evaluation process, and any portion of the evaluation process that may have been completed prior to submission of the notice will not be reported.

**K.** Final Summative Rating Report: Before the final summative rating is finalized, a conference shall be held between the MBU and the evaluator. The Final Summative Rating Report shall be provided to the MBU at least twenty-four (24) hours prior to the meeting. Within five (5) days after the conference, the appraisal shall be finalized. The MBU's signature or electronic verification shall not indicate agreement or disagreement, but only that the MBU has been provided the report.

**L.** Ohio ES Portal: MBUs shall verify accuracy of information in the Ohio ES Portal.

## 11.05 EVALUATION CYCLE

Credentialed evaluators will assess Teacher Performance on Standards using evidence gathered by completing the evaluation cycle as defined below including other informal observations. Data gathered throughout the evaluation cycle shall be used to inform a holistic rating of Accomplished, Skilled, Developing, or Ineffective. The District shall use OTES 2.0 and OSCES tools created by the Ohio Department of Education.

**A.** High Quality Student Data:

OTES 2.0 requires at least two (2) measures of high-quality student data (HQSD) which provide evidence of student learning attributable to the teacher. High quality student data may be used as evidence in any component of the evaluation rubric where applicable.

Committees (preschool, K-5, 6-8, and 9-12) made up of teachers and administrators, will be established to determine what instruments can be used to meet the requirements related to HQSD as set forth by the Ohio Department of Education. Teachers with value-added must use this metric as one measure of their HQSD evidence.

**B.** Professional Growth Plan (PGP)

All MBUs, with the exception of MBUs with an Ineffective Final Summative Rating, will develop a Professional Growth Plan. The Professional Growth Plan is intended to enhance or improve specific aspects of teaching. The Professional Growth Plan shall include one to two areas for future professional growth that align with the rubric. Professional Growth Plans are due by October 15th. Any self-evaluation tool is reflective and not required to be shared.

**C.** Full Evaluation Observation Requirements

1. Pre-Observation Conferences
   A pre-observation conference shall be scheduled with the MBU prior to each formal observation. This pre-observation conference shall allow the MBU to present and discuss with the evaluator evidence relating to the OTES 2.0, OSCES, and other appropriate Performance Rubrics. The pre-observation conference shall provide the MBU an opportunity to identify areas in which he/she would like focused feedback from the evaluator.

2. Observation

a. Formal Holistic Observation: The first formal observation consists of the evaluator documenting all observed areas on the rubric as well as information collected through the pre-conference and is at least thirty (30) minutes in length. A post-observation conference between the MBU and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both. MBUs with a Final Holistic Rating of Accomplished will select their own focus area(s). MBUs with a Final Holistic Rating of Skilled will select focus area(s) in collaboration with their evaluator. MBUs with a Final Holistic Rating of Developing will receive guidance from their evaluator to determine focus area(s). Evaluators will select the focus area(s) for MBUs with a Final Holistic Rating of Ineffective.

b. Formal Focused Observation: The second formal observation emphasizes the focus area(s) identified after the earlier Formal Holistic Post-Observation Conference and is at least thirty (30) minutes in length. Its purpose is to ensure the MBU receives the support necessary for growth in the focus area(s).

c. Recommendation for nonrenewal of a contract shall be made with no less than three (3) formal observations conducted within the current school year.

3. Post-Observation Conference

a. The completed rubric (holistic/focused) shall be provided to the MBU within ten (10) work days. A post-observation conference shall be held within fifteen (15) work days of the formal observation. These timelines shall be met unless there are documented exigent circumstances. The MBU shall receive a copy of the completed rubric (holistic/focused) at least one (1) work day prior to the meeting with the evaluator. The MBU will have the opportunity to provide evidence to support individual criteria ratings or overall performance rating scores. Such evidence shall be noted on the MBU's formal written evaluation. Submission may or may not change rating.

b. If an area or areas are marked as developing on the written rubric, the evaluator may choose to collaboratively develop a written improvement plan with the MBU (Performance Improvement Plan Form – Appendix E).

c. If an area or areas are marked as ineffective on the written rubric, the evaluator will develop a written improvement plan which will be implemented by the MBU (Performance Improvement Plan Form –

Appendix E).

4. Walkthroughs

a. A walkthrough is a short visit to a classroom lasting a minimum of three (3) minutes and a maximum of twenty (20) minutes.

b. Documentation from walkthroughs will be used to provide evidence to support an MBU's performance rating.

c. MBUs will be provided written feedback after walkthroughs within five (5) work days. This timeline shall be met unless there are documented exigent circumstances.

d. MBUs who are undergoing a full evaluation cycle will have at least one (1) walkthrough per observation. An MBU can request additional walkthroughs.

**D.** Off-Year Evaluation Requirements

1. Pre-Observation Conferences

A pre-observation conference is not required, but can be requested by an MBU or administrator.

2. Observation

One formal, scheduled observation shall be conducted to support the evaluation cycle. A formal observation shall last a minimum of thirty (30) consecutive minutes.

3. Post-Observation

a. The completed Off-Year Observation form (Appendix D) shall be provided to the MBU within ten (10) work days. A post-observation conference shall be held within fifteen (15) work days of the formal observation. These timelines shall be met unless there are documented exigent circumstances. The MBU shall receive a copy of the completed Off-Year Observation form at least one (1) work day prior to the meeting with the evaluator. The MBU may provide additional evidence, which shall be attached to the Off-Year Observation form. Submission may or may not change the feedback provided.

b. Statements of reinforcement and refinement shall be provided in written form.

4. Walkthroughs

A walkthrough is not required, but can be requested by an MBU.

**E**. Electronic Equipment

Electronic devices shall not be used to video/audio record in gathering evidence for evaluation. Videos recorded for the Resident Educator Program, Master Teacher, National Board, etc., will not be used for evaluation purposes.

## 11.06 CORRECTION OF DEFICIENCIES/IMPROVEMENT PLAN

**A.** Improvement Plans are developed in response to an Ineffective Final Summative Rating or an Ineffective rating on the rubric.

**B.** Additionally, an Improvement Plan may be initiated at any time by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.

**C.** The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the educator improve. When an improvement plan is initiated, the administrator identifies no more than two areas of concern to be addressed at one time.

**D.** When Implementing an Improvement Plan, the evaluator will:

1. Develop a written plan within a reasonable amount of time after deficiencies are noted in the evaluation that shall address correction of the documented deficiencies and shall include a reasonable time period for correction, and the means to gather evidence of progress or lack of progress.

2. Determine strategies, additional education and/or professional development needed to improve in the identified area(s). District resources and assistance will be made available and may include but are not limited to peer observations, professional development, and the assignment of a mentor. If used, a mentor shall not be required, directed, or expected to make any recommendation regarding the continued employment of the teacher or be required, directed, or expected to divulge information from the written documentation or confidential instructional mentor/teacher discussions. A mentor shall not be required to assist in writing or implementing the Improvement Plan.

**E.** Teachers who are being considered for non-renewal will have at least three (3) formal observations.

## 11.07 RETENTION/PROMOTION/REDUCTION/RECALL PROCESS

Retention, promotion, reduction, or recall shall be based in part on the MBU's final summative rating. Seniority will be used only when evaluations are comparable. The three comparable categories are: 1. Accomplished and Skilled; 2. Developing; 3. Ineffective. Notwithstanding the above, retention and promotion decisions may be based on information other than that provided through the OTES 2.0 and OSCES model consistent with Ohio Revised Code Chapter 3319.

## 11.08 REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers through non-renewal and/or termination will be in accordance with section 8.04 of this Agreement, notwithstanding the MBU's summative rating.

# ARTICLE XII. REDUCTION IN FORCE

## 12.01 PROCEDURES FOR IMPLEMENTATION

When the BOE determines it necessary to reduce the number of certified teaching staff positions due to, for example, declining enrollment or budgetary considerations, the following procedure shall apply:

**A.** The number of MBUs affected by a Reduction in Force (RIF) will be kept to a minimum, whenever possible, by not employing replacements for MBUs who retire or resign, or whose limited contracts are not renewed.

**B.** At least fifteen (15) calendar days before implementing a Reduction In Force through this procedure, the BOE shall give written notice to the HEA, through its President, of its intent to effect a Reduction In Force not to begin sooner than the first day of work of the next school year. At the next BOE meeting following such notice, the HEA shall be given the opportunity to address the BOE in executive session to present, both orally and in writing, its views on the proposed Reduction In Force.

**C.** RIF shall mean that an MBU will be placed in an inactive state of employment from an active state of employment through suspension of contract.

**D.** RIF shall be accomplished in each certification/licensure area, first among MBUs working under limited contract status and then among MBUs working under continuing contracts. Seniority shall not be a basis for determining the order of a Reduction in Force except when deciding between MBUs who have comparable evaluations. The three comparable Categories are (1) Accomplished/Skilled, (2) Developing, and (3) Ineffective. Reductions in the affected area of licensure shall be made starting with the most junior limited contract MBU in Category 3, and shall proceed sequentially, moving to limited contract MBUs in Categories 2 then 1,

based on seniority within each group, before proceeding to MBUs with continuing contracts in the affected area of licensure. The same sequence will then apply to continuing contract MBUs, beginning with the most junior continuing contract MBU in Category 3 and proceeding sequentially through Categories 2 then 1.

**E.** RIF decisions will be made based upon the information available, including the most current completed evaluation, as of the effective date of the RIF which is the first MBU work day.

**F.** Seniority shall be accumulated from the first day worked during the MBU contract year as a regular full time or part time MBU employed under a regular teaching contract, excluding New Teacher Orientation. Work under a supplemental contract, extended time, or hourly work assigned to the MBU before the first day of regular work in the MBU contract year will not be used to establish the first day worked. In the event of a tie, seniority shall be established by the earliest BOE hire date. If there is still a tie, it shall be broken by coin toss or equivalent random process.

**G.** The names of MBUs and their contract status shall appear in order of seniority on a list in their areas of certification. Continuing contract teachers shall be more senior than limited contract teachers.

**H.** MBUs whose contracts are suspended as part of a Reduction In Force shall have the right of restoration to service with the HCSD in reverse order of layoff in keeping with contract status and area of certification/licensure if and when teaching positions become vacant or are created for which any such MBUs are or become qualified.

**I.** MBUs whose contracts are suspended as part of a Reduction In Force shall be notified in writing not later than July 15th by the Superintendent within fifteen (15) calendar days preceding the date of BOE action. Such notice shall specify the reasons for the anticipated RIF. An MBU who receives this notice may elect to be released from his or her contract, effective immediately, by giving written notice to the Superintendent. This supersedes ORC 3319.15. Those MBUs affected by a Reduction In Force shall be placed on a recall list compiled from the seniority list described above.

**J.** MBUs with continuing contracts shall remain on the recall list indefinitely or until they resign, retire, or refuse the teaching position for which they are qualified. Limited contract teachers shall remain on the recall list for twenty-seven (27) calendar months after the last day of regular teaching in the HCSD or until they resign, retire, refuse the teaching position for which they are qualified.

**K.** On or about January 1 of each school year, the Superintendent will provide the HEA with the list showing the seniority of each MBU employed by the BOE and will, thereafter, promptly notify the HEA of any changes in the list.

**L.** Notice of recall to an MBU affected by a Reduction In Force will be given by certified mail to the last address given to the BOE by the MBU. A copy of the notice of recall will be given to the HEA. If the MBU fails to respond within ten (10) calendar days after the date the notice was sent, he/she will be deemed to have refused the position offered and, thereby, forfeits all rights contained in this provision. MBUs may reject substitute, part time or a lesser paying position and retain all rights to be recalled to a full time, equal pay position.

**M.** All benefits to which an MBU was entitled at the time of his/her RIF, including unused accumulated Sick Leave and credits toward sabbatical eligibility, will be restored to him/her upon return to active employment; and he/she will be placed upon the proper step of the salary schedule for his/her experience and education. An MBU will not receive increment credits for time spent on RIF, nor will such time count toward the fulfillment of time requirements for acquiring continuing contract status.

**N.** Regular MBUs and ISGITs shall be treated as separate and distinct classifications of teachers and none shall have the right to displace a person from the other classifications in the event of RIF. ISGITs shall, however, have seniority within their classification and will follow the same order of Reduction in Force and Recall as regular MBUs.

**O.** Authorized leaves of absence whether paid or unpaid, shall not be considered as a break in continuous service, and shall count as service time in the accumulation of seniority. This change as of September 1, 2009, shall not have retroactive effect.

## ARTICLE XIII. COMPENSATION

### 13.01 SALARY SCHEDULES

**A.** The BA-0 base will increase as follows: 3.50% in 2025-2026; 3.50% in 2026-2027; and 3.50% in 2027-2028. The ISGIT salary schedule is included in 13.18.

**B.** MBUs who receive a Skilled or Accomplished summative performance rating on the teacher evaluation side of OTES 2.0 for the applicable school year based on the most current evaluation shall advance a longevity step on the salary schedule for the subsequent year.

**C.** MBUs who receive a Developing summative performance rating for two (2) consecutive years on the teacher evaluation side of OTES 2.0 shall not advance a longevity step on the salary schedule for the subsequent year. If the MBU receives a Developing summative performance rating for three (3) consecutive years, the MBU will not receive a base increase for the subsequent year.

**D.** Any MBU who receives an Ineffective summative performance rating on the teacher evaluation side of OTES 2.0 for the applicable school year based on the most current evaluation (year 1) shall not advance a longevity step on the salary schedule for the subsequent year (year 2) and will not receive a base increase for

the subsequent year (year 2); however, if such MBU receives a skilled or accomplished summative performance rating on the teacher evaluation side of OTES 2.0 in that subsequent year (year 2), in the following year (year 3), where eligible, the MBU shall be placed on the salary schedule in effect for that year (year 3) and will earn a longevity step where eligible (in year 3).

**E.** MBUs are eligible to advance in column placement based upon additional training for the duration of the current contract period.

**F.** MBUs employed in the Career Technical Education (CTE), vocational, or other work-based program will be given credit on the salary schedule, according to State regulations, which will equate seven (7) years of professional trade experience with Step 1, Class IV, on the salary schedule. Each two (2) years of professional experience will be considered comparable to one (1) year of teaching experience on the B.A. schedule. Each year, thereafter, Career Technical Education (CTE), vocational, or other work-based teachers employed on this basis will progress on the salary schedule as other MBUs (see 13.01, B).

# HUDSON CITY SCHOOL DISTRICT TEACHER SALARY INDEX

| STEP | IV BA (1) | IVA BA+15 (2) | V MAST (4) | VA MA+15 (5) | VB MA+30 (6) | VC MA+45 (7) | VI PhD/EdD (8) |
|---|---|---|---|---|---|---|---|
| 0 | 1.0000 | 1.0363 | 1.0909 | 1.1272 | 1.1636 | 1.1936 | 1.2363 |
| 1 | 1.0363 | 1.0727 | 1.1386 | 1.1757 | 1.2156 | 1.2456 | 1.2926 |
| 2 | 1.0727 | 1.1090 | 1.1864 | 1.2242 | 1.2676 | 1.2976 | 1.3489 |
| 3 | 1.1454 | 1.1818 | 1.2818 | 1.3212 | 1.3717 | 1.4117 | 1.4616 |
| 4 | 1.1818 | 1.2181 | 1.3295 | 1.3696 | 1.4237 | 1.4637 | 1.5179 |
| 5 | 1.2181 | 1.2545 | 1.3773 | 1.4181 | 1.4757 | 1.5157 | 1.5742 |
| 6 | 1.2909 | 1.3272 | 1.4727 | 1.5151 | 1.5798 | 1.6298 | 1.6868 |
| 7 | 1.3272 | 1.3636 | 1.5205 | 1.5636 | 1.6318 | 1.6818 | 1.7432 |
| 8 | 1.3636 | 1.4000 | 1.5682 | 1.6121 | 1.6838 | 1.7339 | 1.7995 |
| 9 | 1.4000 | 1.4363 | 1.6159 | 1.6606 | 1.7358 | 1.7859 | 1.8558 |
| 10 | 1.4727 | 1.5090 | 1.7114 | 1.7576 | 1.8399 | 1.8899 | 1.9684 |
| 11 | 1.4727 | 1.5090 | 1.7591 | 1.8060 | 1.8919 | 1.9419 | 2.0247 |
| 12 | 1.4727 | 1.5090 | 1.8068 | 1.8545 | 1.9439 | 1.9939 | 2.0811 |
| 13 | 1.4727 | 1.5090 | 1.8545 | 1.9030 | 1.9960 | 2.0460 | 2.1374 |
| 14 | 1.4727 | 1.5090 | 1.9500 | 2.0000 | 2.1000 | 2.1500 | 2.2500 |
| 15 | 1.4727 | 1.5090 | 2.0000 | 2.0500 | 2.1500 | 2.2000 | 2.3000 |
| 16 | 1.4727 | 1.5090 | 2.0000 | 2.0500 | 2.1500 | 2.2000 | 2.3000 |
| 17 | 1.4727 | 1.5090 | 2.0000 | 2.0500 | 2.1500 | 2.2000 | 2.3000 |
| 18 | 1.4727 | 1.5090 | 2.0500 | 2.1000 | 2.2000 | 2.2500 | 2.3500 |
| 19 | 1.4727 | 1.5090 | 2.0500 | 2.1000 | 2.2000 | 2.2500 | 2.3500 |
| 20 | 1.4727 | 1.5090 | 2.0500 | 2.1000 | 2.2000 | 2.2500 | 2.3500 |
| 21 | 1.4727 | 1.5090 | 2.1000 | 2.1500 | 2.2500 | 2.3000 | 2.4000 |
| 22 | 1.4727 | 1.5090 | 2.1000 | 2.1500 | 2.2500 | 2.3000 | 2.4000 |
| 23 | 1.4727 | 1.5090 | 2.1000 | 2.1500 | 2.2500 | 2.3000 | 2.4000 |
| 24 | 1.4727 | 1.5090 | 2.1500 | 2.2000 | 2.3000 | 2.3500 | 2.4500 |
| 25 | 1.4727 | 1.5090 | 2.1500 | 2.2000 | 2.3000 | 2.3500 | 2.4500 |
| 26 | 1.4727 | 1.5090 | 2.1500 | 2.2000 | 2.3000 | 2.3500 | 2.4500 |
| 27 | 1.4727 | 1.5090 | 2.2000 | 2.2500 | 2.3500 | 2.4000 | 2.5000 |
| 28 | 1.4727 | 1.5090 | 2.2000 | 2.2500 | 2.3500 | 2.4000 | 2.5000 |
| 29 | 1.4727 | 1.5090 | 2.2000 | 2.2500 | 2.3500 | 2.4000 | 2.5000 |
| 30 | 1.4727 | 1.5090 | 2.2500 | 2.3000 | 2.4000 | 2.4500 | 2.5500 |

## HUDSON CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE
### 2025-2026 School Year

| BASE | 50,840 | Teacher Salary Schedule 2025-2026 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | IV BA (1) | IVA BA+15 (2) | V MAST (4) | VA MA+15 (5) | VB MA+30 (6) | VC MA+45 (7) | VI PhD/EdD (8) |
| 0 | 50,840 | 52,685 | 55,461 | 57,307 | 59,157 | 60,683 | 62,853 |
| 1 | 52,685 | 54,536 | 57,886 | 59,773 | 61,801 | 63,326 | 65,716 |
| 2 | 54,536 | 56,382 | 60,317 | 62,238 | 64,445 | 65,970 | 68,578 |
| 3 | 58,232 | 60,083 | 65,167 | 67,170 | 69,737 | 71,771 | 74,308 |
| 4 | 60,083 | 61,928 | 67,592 | 69,630 | 72,381 | 74,415 | 77,170 |
| 5 | 61,928 | 63,779 | 70,022 | 72,096 | 75,025 | 77,058 | 80,032 |
| 6 | 65,629 | 67,475 | 74,872 | 77,028 | 80,317 | 82,859 | 85,757 |
| 7 | 67,475 | 69,325 | 77,302 | 79,493 | 82,961 | 85,503 | 88,624 |
| 8 | 69,325 | 71,176 | 79,727 | 81,959 | 85,604 | 88,151 | 91,487 |
| 9 | 71,176 | 73,021 | 82,152 | 84,425 | 88,248 | 90,795 | 94,349 |
| 10 | 74,872 | 76,718 | 87,008 | 89,356 | 93,541 | 96,083 | 100,073 |
| 11 | 74,872 | 76,718 | 89,433 | 91,817 | 96,184 | 98,726 | 102,936 |
| 12 | 74,872 | 76,718 | 91,858 | 94,283 | 98,828 | 101,370 | 105,803 |
| 13 | 74,872 | 76,718 | 94,283 | 96,749 | 101,477 | 104,019 | 108,665 |
| 14 | 74,872 | 76,718 | 99,138 | 101,680 | 106,764 | 109,306 | 114,390 |
| 15 | 74,872 | 76,718 | 101,680 | 104,222 | 109,306 | 111,848 | 116,932 |
| 16 | 74,872 | 76,718 | 101,680 | 104,222 | 109,306 | 111,848 | 116,932 |
| 17 | 74,872 | 76,718 | 101,680 | 104,222 | 109,306 | 111,848 | 116,932 |
| 18 | 74,872 | 76,718 | 104,222 | 106,764 | 111,848 | 114,390 | 119,474 |
| 19 | 74,872 | 76,718 | 104,222 | 106,764 | 111,848 | 114,390 | 119,474 |
| 20 | 74,872 | 76,718 | 104,222 | 106,764 | 111,848 | 114,390 | 119,474 |
| 21 | 74,872 | 76,718 | 106,764 | 109,306 | 114,390 | 116,932 | 122,016 |
| 22 | 74,872 | 76,718 | 106,764 | 109,306 | 114,390 | 116,932 | 122,016 |
| 23 | 74,872 | 76,718 | 106,764 | 109,306 | 114,390 | 116,932 | 122,016 |
| 24 | 74,872 | 76,718 | 109,306 | 111,848 | 116,932 | 119,474 | 124,558 |
| 25 | 74,872 | 76,718 | 109,306 | 111,848 | 116,932 | 119,474 | 124,558 |
| 26 | 74,872 | 76,718 | 109,306 | 111,848 | 116,932 | 119,474 | 124,558 |
| 27 | 74,872 | 76,718 | 111,848 | 114,390 | 119,474 | 122,016 | 127,100 |
| 28 | 74,872 | 76,718 | 111,848 | 114,390 | 119,474 | 122,016 | 127,100 |
| 29 | 74,872 | 76,718 | 111,848 | 114,390 | 119,474 | 122,016 | 127,100 |
| 30 | 74,872 | 76,718 | 114,390 | 116,932 | 122,016 | 124,558 | 129,642 |

| Summer School / Curriculum Development Rates | | |
|---|---|---|
| Step 0-6 | $ | 33.10 |
| Step 7-27 | $ | 41.38 |

# HUDSON CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE
## 2026-2027 School Year

| BASE | 52,619 | Teacher Salary Schedule 2026-2027 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | IV BA (1) | IVA BA+15 (2) | V MAST (4) | VA MA+15 (5) | VB MA+30 (6) | VC MA+45 (7) | VI PhD/EdD (8) |
| 0 | 52,619 | 54,529 | 57,402 | 59,312 | 61,227 | 62,806 | 65,053 |
| 1 | 54,529 | 56,444 | 59,912 | 61,864 | 63,964 | 65,542 | 68,015 |
| 2 | 56,444 | 58,354 | 62,427 | 64,416 | 66,700 | 68,278 | 70,978 |
| 3 | 60,270 | 62,185 | 67,447 | 69,520 | 72,177 | 74,282 | 76,908 |
| 4 | 62,185 | 64,095 | 69,957 | 72,067 | 74,914 | 77,018 | 79,870 |
| 5 | 64,095 | 66,011 | 72,472 | 74,619 | 77,650 | 79,755 | 82,833 |
| 6 | 67,926 | 69,836 | 77,492 | 79,723 | 83,127 | 85,758 | 88,758 |
| 7 | 69,836 | 71,751 | 80,007 | 82,275 | 85,864 | 88,495 | 91,725 |
| 8 | 71,751 | 73,667 | 82,517 | 84,827 | 88,600 | 91,236 | 94,688 |
| 9 | 73,667 | 75,577 | 85,027 | 87,379 | 91,336 | 93,972 | 97,650 |
| 10 | 77,492 | 79,402 | 90,052 | 92,483 | 96,814 | 99,445 | 103,575 |
| 11 | 77,492 | 79,402 | 92,562 | 95,030 | 99,550 | 102,181 | 106,538 |
| 12 | 77,492 | 79,402 | 95,072 | 97,582 | 102,286 | 104,917 | 109,505 |
| 13 | 77,492 | 79,402 | 97,582 | 100,134 | 105,028 | 107,658 | 112,468 |
| 14 | 77,492 | 79,402 | 102,607 | 105,238 | 110,500 | 113,131 | 118,393 |
| 15 | 77,492 | 79,402 | 105,238 | 107,869 | 113,131 | 115,762 | 121,024 |
| 16 | 77,492 | 79,402 | 105,238 | 107,869 | 113,131 | 115,762 | 121,024 |
| 17 | 77,492 | 79,402 | 105,238 | 107,869 | 113,131 | 115,762 | 121,024 |
| 18 | 77,492 | 79,402 | 107,869 | 110,500 | 115,762 | 118,393 | 123,655 |
| 19 | 77,492 | 79,402 | 107,869 | 110,500 | 115,762 | 118,393 | 123,655 |
| 20 | 77,492 | 79,402 | 107,869 | 110,500 | 115,762 | 118,393 | 123,655 |
| 21 | 77,492 | 79,402 | 110,500 | 113,131 | 118,393 | 121,024 | 126,286 |
| 22 | 77,492 | 79,402 | 110,500 | 113,131 | 118,393 | 121,024 | 126,286 |
| 23 | 77,492 | 79,402 | 110,500 | 113,131 | 118,393 | 121,024 | 126,286 |
| 24 | 77,492 | 79,402 | 113,131 | 115,762 | 121,024 | 123,655 | 128,917 |
| 25 | 77,492 | 79,402 | 113,131 | 115,762 | 121,024 | 123,655 | 128,917 |
| 26 | 77,492 | 79,402 | 113,131 | 115,762 | 121,024 | 123,655 | 128,917 |
| 27 | 77,492 | 79,402 | 115,762 | 118,393 | 123,655 | 126,286 | 131,548 |
| 28 | 77,492 | 79,402 | 115,762 | 118,393 | 123,655 | 126,286 | 131,548 |
| 29 | 77,492 | 79,402 | 115,762 | 118,393 | 123,655 | 126,286 | 131,548 |
| 30 | 77,492 | 79,402 | 118,393 | 121,024 | 126,286 | 128,917 | 134,178 |

| Summer School / Curriculum Development Rates | | |
|---|---|---|
| Step 0-6 | $ | 34.25 |
| Step 7-27 | $ | 42.83 |

# HUDSON CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE

## 2027-2028 School Year

| BASE | 54,461 | Teacher Salary Schedule 2027-2028 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | IV BA (1) | IVA BA+15 (2) | V MAST (4) | VA MA+15 (5) | VB MA+30 (6) | VC MA+45 (7) | VI PhD/EdD (8) |
| 0 | 54,461 | 56,438 | 59,412 | 61,388 | 63,371 | 65,005 | 67,330 |
| 1 | 56,438 | 58,420 | 62,009 | 64,030 | 66,203 | 67,837 | 70,396 |
| 2 | 58,420 | 60,397 | 64,613 | 66,671 | 69,035 | 70,669 | 73,462 |
| 3 | 62,380 | 64,362 | 69,808 | 71,954 | 74,704 | 76,883 | 79,600 |
| 4 | 64,362 | 66,339 | 72,406 | 74,590 | 77,536 | 79,715 | 82,666 |
| 5 | 66,339 | 68,321 | 75,009 | 77,231 | 80,368 | 82,547 | 85,733 |
| 6 | 70,304 | 72,281 | 80,205 | 82,514 | 86,037 | 88,761 | 91,865 |
| 7 | 72,281 | 74,263 | 82,808 | 85,155 | 88,869 | 91,593 | 94,936 |
| 8 | 74,263 | 76,245 | 85,406 | 87,797 | 91,701 | 94,430 | 98,003 |
| 9 | 76,245 | 78,222 | 88,004 | 90,438 | 94,533 | 97,262 | 101,069 |
| 10 | 80,205 | 82,182 | 93,205 | 95,721 | 100,203 | 102,926 | 107,201 |
| 11 | 80,205 | 82,182 | 95,802 | 98,357 | 103,035 | 105,758 | 110,267 |
| 12 | 80,205 | 82,182 | 98,400 | 100,998 | 105,867 | 108,590 | 113,339 |
| 13 | 80,205 | 82,182 | 100,998 | 103,639 | 108,704 | 111,427 | 116,405 |
| 14 | 80,205 | 82,182 | 106,199 | 108,922 | 114,368 | 117,091 | 122,537 |
| 15 | 80,205 | 82,182 | 108,922 | 111,645 | 117,091 | 119,814 | 125,260 |
| 16 | 80,205 | 82,182 | 108,922 | 111,645 | 117,091 | 119,814 | 125,260 |
| 17 | 80,205 | 82,182 | 108,922 | 111,645 | 117,091 | 119,814 | 125,260 |
| 18 | 80,205 | 82,182 | 111,645 | 114,368 | 119,814 | 122,537 | 127,983 |
| 19 | 80,205 | 82,182 | 111,645 | 114,368 | 119,814 | 122,537 | 127,983 |
| 20 | 80,205 | 82,182 | 111,645 | 114,368 | 119,814 | 122,537 | 127,983 |
| 21 | 80,205 | 82,182 | 114,368 | 117,091 | 122,537 | 125,260 | 130,706 |
| 22 | 80,205 | 82,182 | 114,368 | 117,091 | 122,537 | 125,260 | 130,706 |
| 23 | 80,205 | 82,182 | 114,368 | 117,091 | 122,537 | 125,260 | 130,706 |
| 24 | 80,205 | 82,182 | 117,091 | 119,814 | 125,260 | 127,983 | 133,429 |
| 25 | 80,205 | 82,182 | 117,091 | 119,814 | 125,260 | 127,983 | 133,429 |
| 26 | 80,205 | 82,182 | 117,091 | 119,814 | 125,260 | 127,983 | 133,429 |
| 27 | 80,205 | 82,182 | 119,814 | 122,537 | 127,983 | 130,706 | 136,153 |
| 28 | 80,205 | 82,182 | 119,814 | 122,537 | 127,983 | 130,706 | 136,153 |
| 29 | 80,205 | 82,182 | 119,814 | 122,537 | 127,983 | 130,706 | 136,153 |
| 30 | 80,205 | 82,182 | 122,537 | 125,260 | 130,706 | 133,429 | 138,876 |

| Summer School / Curriculum Development Rates | | |
|---|---|---|
| Step 0-6 | $ | 35.45 |
| Step 7-27 | $ | 44.33 |

## 13.02 SALARY SCHEDULE ADVANCEMENT

### A. Annual Increment

1. Salary increases as indicated on the salary schedule are contingent exclusively upon the re-employment of the teacher for an additional year or years and subject to the contingencies reflected in Section 13.01 above.

2. To be credited with a year's experience on the salary schedule, a teacher must have served at least 120 days in a given year. Anything less than 120 days will not be considered in calculating service credit.

3. Service credit for part-time or half time teaching which involves 120 or more days will be evaluated by the Superintendent for purposes of placement on the salary schedule at the time of employment or advancement to a full-time position.

4. The Superintendent has the discretion to place newly hired teachers on the salary schedule at a step that will enable the district to compete with other districts for top candidates.

5. Effective with the 2025-2026 contract year, all current bargaining unit members who were bargaining unit members during the 2012–2013 and/or 2013–2014 school years and were eligible for step advancement during one or both of those years, but did not receive such advancement due to the District's step freezes, shall have those missed step(s) restored (so long as the MBU has step(s) to recover on the schedule).

   Eligible bargaining unit members shall advance one step on the salary schedule in 2025–2026 for each year of frozen movement for which they were eligible and employed, in addition to any regular step advancement for the 2025–2026 school year.

   The restoration of frozen steps shall not be retroactive and shall not affect salary, retirement contributions, or other benefits for any prior year. This adjustment shall be applied for salary schedule placement purposes only beginning with the 2025–2026 school year.

### B. Changes In Salary Classification As A Result Of Advanced Training

1. For the purpose of this section, advanced training is defined as graduate level course credit confirmed by the college or department of education of an accredited college or university.

2. It is the sole responsibility of the MBU to submit evidence of the successful completion of additional training to the Superintendent's office. Evidence

will be accepted until October 31 for adjustment retroactive to the beginning of the first semester. The only form of evidence acceptable will be the official transcript prepared by the college or university awarding the course credit.

3. Advanced training beyond the Bachelor's level shall be earned subsequent to receiving the Bachelor's Degree and a teaching certificate/license from the State of Ohio. Advanced training beyond the Master's level shall be earned subsequent to receiving the Master's degree, and teaching certification/licensure.

4. Graduate level course credit earned from a department or college other than the education department will be evaluated by the Superintendent or designee as to its application based upon the teacher's specific assignment. It is advisable that this review take place in advance of enrollment in the course or class in question.

5. Graduate hours applicable toward advancement on the salary schedule will be accepted and applied toward appropriate increments once each year at the beginning of the first semester. The MBU is responsible for providing official transcripts of completion of additional training from an accredited institution. Evidence will be accepted until October 31 for adjustment retroactive to the first semester. No changes in salary shall be made until notification is received by the Treasurer and accepted by the BOE. Evidence received after October 31 will be effective for salary purposes at the beginning of the next school year.

## 13.03 MASTERS DEGREE + 45 SEMESTER HOURS BONUS

The Master's Degree + 45 Semester Hours annual bonus ($500.00) of the preceding Negotiated Agreement [Section 13.02(A)] is discontinued, except that it shall continue to be paid to any ISGIT MBU or MBU who is placed on the PhD. salary column who received the bonus in the 2008-2009 school year. The bonus is superseded by the Master's Degree + 45 Semester Hours column which now appears on the salary schedule. Any hours earned after September 1, 2009, toward any column must comply with the language in Article 13.02; however, prior to September 1, 2009, college courses sponsored by the HCSD in cooperation with a college or university shall apply to the MA+45 bonus regardless of whether the MBU took the course for credit; this is assuming that the HCSD-sponsored college course is in the MBU's assigned teaching field or in a directly related field.

## 13.04 ELIMINATION OF THE BA+30 (IVB) COLUMN

The BA+30 (IVB) column will be discontinued effective July 1, 2017. MBUs who are on that Column as of July 1, 2017 will be "grandfathered" and able to move on the Step index until June 30, 2019. Effective July 1, 2019, any grandfathered MBU who remains on the BA+30 (IVB) column will be frozen at the MBU's longevity step and will not move on the salary index schedule until the MBU earns sufficient graduate hours to advance to the

MA (V) column. If the MBU earns sufficient graduate hours and advances to the MA (V) column, the MBU shall be placed on the longevity step corresponding to the step the MBU would have earned, had the MBU not been frozen.

## 13.05 CAPPING OF STEPS ON THE BA (IV) AND BA+15 (IVA) COLUMNS

The index steps for the BA (IV) and BA+15 (IVA) Columns will be capped at step index K/10 effective July 1, 2019. Any MBUs who are on those Columns and at Steps I/8 or above as of July 1, 2017, will be "grandfathered" and able to move up on the Step index until June 30, 2019. Effective July 1, 2019, any grandfathered MBU who remains on those Columns and who are at step index K/10 or above will be frozen at the MBU's longevity step and will not move on the salary index schedule until the MBU earns sufficient graduate hours to advance to the MA (V) column. If the MBU earns sufficient graduate hours and advances to the MA (V) column, the MBU shall be placed on the longevity step corresponding to the step the MBU would have earned, had the MBU not been frozen.

## 13.06 EXTENDED SERVICE

**A.** Extended service is considered to be additional time worked before or following the regular school year which demands the same type of professional training and education required to perform the MBU's duties during the school year. Examples: library work, counseling, band, etc.

**B.** All extended service must have the prior approval of the Superintendent or be clearly indicated in the MBU's contract.

**C.** MBUs employed beyond the regular school year on extended service will have their salaries prorated on a daily basis for the additional time worked. Extended service salary will be calculated on the basis of one hundred eighty-five (185) days which is the number of days in the MBUs' contract year.

**D.** This Agreement does not apply to newly employed MBUs who are required to attend meetings or conferences developed by the ADM for orientation prior to the opening of school.

## 13.07 SUMMER SCHOOL, CURRICULUM DEVELOPMENT, TUTORING AND ESY

MBUs employed beyond the regular school day or year for summer school or curriculum development will be paid at the following rates:

| Year | Base Salary | Steps | Rate | $ per Hour |
|---|---|---|---|---|
| 25-26 | $50,840 | 0-6 | 0.000651 | $33.10 |
| 25-26 | $50,840 | 7+ | 0.000814 | $41.38 |
| 26-27 | $52,619 | 0-6 | 0.000651 | $34.25 |

| | | | | |
|---|---|---|---|---|
| 26-27 | $52,619 | 7+ | 0.000814 | $42.83 |
| 27-28 | $54,461 | 0-6 | 0.000651 | $35.45 |
| 27-28 | $54,461 | 7+ | 0.000814 | $44.33 |

These amounts shall be increased the same percentage and at the same time as increases to the BA-0 Base Salary.

MBUs employed outside of the regular school day for home instruction, home tutoring or tutoring during school issued detention time will be paid at the rate of $32.81 for the 2025-2026 school year; $33.96 for the 2026-2027 school year; and $35.18 for the 2027-2028 school year. This amount shall be increased the same percentage and at the same time as increases to the BA-0 on the ISGIT Salary Schedule.

MBUs employed beyond the regular school day or year for Extended School Year (ESY) will be paid the following rates:

| Year | Base Salary | Steps | Rate | $ per Hour |
|---|---|---|---|---|
| 25-26 | $50,840.00 | 0-6 | 0.000989 | $50.28 |
| 25-26 | $50,840.00 | 7-27 | 0.001436 | $73.01 |
| 26-27 | $52,619.00 | 0-6 | 0.000989 | $52.04 |
| 26-27 | $52,619.00 | 7-27 | 0.001436 | $75.56 |
| 27-28 | $54,461.00 | 0-6 | 0.000989 | $53.86 |
| 27-28 | $54,461.00 | 7-27 | 0.001436 | $78.21 |

These amounts shall be increased the same percentage and at the same time as increases to the BA-0 Base Salary.

## 13.08 MILEAGE

Mileage reimbursement will be allowed MBUs assigned to more than one building for interbuilding travel, for approved BOE business including approved attendance at professional meetings, and for travel required to purchase necessary classroom supplies not available from regular BOE supply sources, e.g., Family and Consumer Science materials. Such reimbursement will be at the rate established by the Internal Revenue Service (IRS). Should the IRS rate change, such change will become effective on January 1 of the year following the change in rate. During the 2025-2026 school year (or before if determined by the Parties), the District and HEA will jointly study streamlining the mileage reimbursement process.

## 13.09 SEVERANCE PAY

**A.** MBUs under contract with the BOE for a minimum of one hundred twenty (120) days per year shall, upon death or retirement from active service under the provisions of the State Teachers Retirement System (STRS), be paid one-fourth (¼) of their accrued but unused Sick Leave for the first one hundred seventy-two (172) days up to a maximum of forty-three (43) days severance allowance, plus one (1) day of severance pay for every eight (8) accumulated Sick Leave days in excess of one hundred seventy-two (172), to a maximum of forty-three (43) additional days severance allowance. Severance pay shall not exceed a total of eighty-six (86) days.

**B.** The rate for severance compensation will be equal to the per diem rate, exclusive of extended service and supplemental contracts, at the time of death or retirement from active duty. In the case of retirement, this payment shall be made upon certification of approval of retirement benefits by STRS provided, however, that the retirement be effective within three (3) years of the last day of service. Such payment shall be made only once to any MBU.

**C. Special Pay Plan**

All MBUs who are not 55 or older in the calendar year in which they retire are not eligible to participate in the Special Pay Plan. The severance pay of those MBUs will be made through payroll within thirty (30) days following the submission of proof of their first retirement payment from STRS.

All MBUs turning 55 or older in the calendar year in which they retire, shall take part in the Special Pay Plan for Public Employees. It is understood that the vendor used by the Treasurer's office for this retirement plan does not charge a fee for the transmittal.

1. If a retiring member is a participant in the Special Pay Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Special Pay Plan in an amount equal to the lesser of:

    a. The total amount of the participant's severance pay, or

    b. The maximum contribution amount allowable under the terms of the Special Pay Plan

2. To the extent that a Special Pay Plan participant's pay exceeds the maximum amount allowable under the Special Pay Plan for a calendar year, the excess amount shall be payable to the retired employee in a lump sum within 30 days following the payment made to the Special Pay Plan.

3. If a member is entitled to have a contribution paid to a Special Pay Plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

## 13.10 DEPARTMENT CHAIRS AND CONTENT FACILITATORS

### A. High School Department Chairs (9-12)

High School Department Chairs in grades 9-12 shall be compensated on an annual rate based on the size of the department as follows:

| Department FTE | Percent of the BA-0 |
|---|---|
| Less than 3 | 5% |
| 3 or 4 | 7% |
| 5 or 6 | 8% |
| 7 or 8 | 9% |
| 9 or 10 | 10% |
| 11 or More | 11% |

Department Chairs shall include Mathematics and Computer Science, English, Science, Social Studies, World Language, Physical Education/Health, Special Education, School Counseling, and Fine & Applied Arts (Art, Business, Career Education, Family & Consumer Science, Industrial Technology, Music, and Photography,).

Department Chair positions may be shared (i.e., co-chairs) with mutual agreement between the MBUs and the Superintendent/Designee.

## B. Content Facilitators

Content Facilitators shall be compensated on an annual rate as follows:

**Content Facilitators (Percent of the BA-0)**

| Position<br>Grade Level | Math | Language Arts | Science | Social Studies | Special Education | Unified Arts* | Technology |
|---|---|---|---|---|---|---|---|
| K | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 1 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 2 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 3 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 4 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 5 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 6 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 7 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 8 | 4.50% | 4.50% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| 9 | | | | | | | 1.75% |
| 10 | | | | | | | 1.75% |
| 11 | | | | | | | 1.75% |
| 12 | | | | | | | 1.75% |

*Unified Arts includes Physical Education/Health, Art, Music, Industrial Technology, Computers, Family and Consumer Science, and World Language.

Starting the 2022-2023 school year, a districtwide content facilitator for OT/SLP will be included in this Negotiated Agreement with a rate of 1.75%.

Content Facilitator positions may be shared (i.e., co-facilitators) with mutual agreement between the MBUs and the Superintendent/Designee.

Additionally, Content Facilitator positions may be combined (e.g., Science 3, 4, and 5) at the discretion of the Superintendent/Designee.

**C. Longevity**

Department Chairs and Building Level Content Facilitators will be compensated at the BA-0 salary in accordance with 13.10A and 13.10B. Years of service in the HCSD in the same Department Chair and/or Building Level Content Facilitator position will be recognized on the following basis for:

| Years of Service (in position) | % of Extracurricular Stipend |
|---|---|
| 0 - 4 years | 100% |
| 5 - 8 years | 110% |
| 9 - 11 years | 120% |
| 12 - 14 years | 130% |
| 15 or more years | 140% |

## 13.11 NUMBER OF PAY PERIODS

**A.** Normally, MBUs shall be paid in twenty-six (26) bi-weekly payments.

**B.** An MBU planning extensive travel or advanced schooling during the summer months may request through the Superintendent, by May 1, to receive his/her remaining school year salary in one (1) payment following the last regular pay during the instructional year. Normal deductions as outlined in 13.13 will be made from this one (1) payment for the remaining pay days of the school year.

**C. Supplemental and Additional Compensation Payment Procedure**

1. If a supplemental or additional compensation contract begins before September 1, then the payments will be paid in two lump sums unless the employee returns an election form indicating they preferred to be paid over twenty-six (26) pays by August 15. A signed contract must be on file with the Human Resources Office before any payment will be issued.

2. If a supplemental contract begins on or after September 1, but before November 5, then the payments will be paid in two lump sums unless the employee returns an election form indicating they prefer to be paid over twenty (20) pays by October 31. A signed contract must be on file with the Human Resources Office before any payment will be issued.

3. If a supplemental contract begins on or after November 5, but before December 1, then the payments will be paid in two lump sums unless the employee returns an election form indicating they prefer to be paid over 18 pays by November 15. A signed contract must be on file with the Human Resources Office before any payment will be issued.

4. If a supplemental contract begins on or after December 1, but before April 1, then the payments will be paid in two lump sums unless the employee

returns an election form indicating they prefer to be paid over (10) pays by March 15. A signed contract must be on file with the Human Resources Office before any payment will be issued.

5. Supplemental contract employees not employed elsewhere in the District will be paid in one (1) lump sum payment upon completion unless we receive written notification of a preference for two payments.

6. Where supplemental pay is paid in two (2) equal installments, one payment shall be made approximately half way through the term of duties, with the second payment after the completion of duties as defined in the supplemental contract.

7. If contracts for supplemental and additional compensation are returned after the announced deadline, such compensation will be paid in two (2) lump sums, as referred to in Number 6, unless an appeal to be paid through regular payroll is approved by the Superintendent/Designee (Note: Compensation will be in one lump sum for contracts returned after the deadline for the first lump sum, upon the completion of duties as defined in the supplemental contract, for contracts returned after the deadline for the first lump sum).

**D.** Intervention Team and National Board Certification payments will be paid in the same manner as supplementals, as outlined in Article 13.11 (C).

## 13.12 PAYCHECKS

All MBUs will be paid by electronic bank deposit.

## 13.13 PAYROLL DEDUCTIONS

**A.** MBUs may authorize payroll deductions to be made by the Treasurer for payment of yearly dues and/or fees to the following:

1. Hudson Education Association

2. Ohio Education Association

3. National Education Association

4. North Eastern Ohio Education Association

5. Departments of the Ohio Education Association as found on the yearly enrollment form.

The deductions shall be continuous from year to year unless the Treasurer is notified in writing by the person signing the original deduction authorization. It is the responsibility of the HEA to notify the Treasurer of the total dues for each MBU,

consistent with the billing for dues provided by the Ohio Education Association (OEA).

Five percent (5%) of the total amount shall be deducted in each of twenty (20) pays commencing with the first pay after the second pay in September. An MBU whose payroll deductions commence after the first pay after the second pay in September will have his or her total dues/fees prorated through the remaining pays from which deductions will be made. An MBU whose employment with the HCSD is terminated before the end of Payroll deductions will have the balance of the Association dues/Service Fee deducted from his or her last paycheck.

**B.** Other deductions in each pay period include:

1. Health Insurance
2. Savings Bonds
3. Annuities
4. Credit Union
5. OEA Fund
6. Flexible Spending Plan 125
7. STRS Service Credit Purchase

Credit Union and/or Annuities shall be forwarded to the MBU's individual account no later than three (3) working days after the scheduled payday.

## 13.14 ANNUITIES

1. Any MBU wishing to purchase a tax-sheltered annuity may have the payments deducted from his/her salary. The district will have the ability to utilize a third-party administrator to manage the district's 403b/457 annuity plans. The service provided by the third-party administrator will be at no cost to the MBU.

    1. A minimum of five (5) MBUs must enroll with a specific tax-sheltered annuity plan in order to qualify for this payroll deduction.

    2. Each MBU is responsible for determining the amount of payroll deduction for tax sheltered annuities, and shall hold the Board harmless from any taxes, penalties or interest resulting from any deductions exceeding limits established by the Internal Revenue Code and regulations.

## 13.15 EXTRACURRICULAR COMPENSATION

**A.** All positions listed in the *Extracurricular Schedule of Compensation* will be compensated at a percentage of the BA-0 salary in accordance with the accompanying Extracurricular Schedule of Compensation. Years of service in these positions will be recognized on the following basis:

| Years of Service (in position) | % of Extracurricular Stipend |
|---|---|
| 0 - 4 years | 100% |
| 5 - 8 years | 110% |
| 9 - 11 years | 120% |
| 12 - 14 years | 130% |
| 15 or more years | 140% |

**B.** Assistant Coaches, if advanced to Head Coach, shall receive credit for fifty percent (50%) of their years of service as an Assistant for computation of years of service as Head Coach. The Superintendent may grant partial or full credit for years of service if an Advisor transfers from one activity to another clearly related activity. The Superintendent will evaluate and may grant partial or full credit to a Coach or Advisor for years of service in a similar position performed in another school district.

## EXTRACURRICULAR SCHEDULE OF COMPENSATION

| Academics/Clubs/Sports/Activities | School | BA-0 |
|---|---|---|
| Academic Challenge | High School | 6.00% |
| Academic Challenge, Ast | High School | 3.00% |
| Annual Advisor (Yearbook) | High School | 8.00% |
| Auditorium Manager, Semester 1 | High School | 10.00% |
| Auditorium Manager, Semester 2 | High School | 10.00% |
| Auditorium Manager, Summer | High School | 5.00% |
| Band Director, Concert (3) | High School | 8.00% |
| Band Director, Marching | High School | 17.50% |
| Band Director, Marching, Ast (2) | High School | 11.00% |
| Baseball Coach Boys' | High School | 13.00% |
| Baseball Coach Boys' Ast (3) | High School | 9.10% |
| Basketball Coach Boys' | High School | 18.00% |
| Basketball Coach Boys' Ast (3) | High School | 11.70% |
| Basketball Coach Girls' | High School | 18.00% |
| Basketball Coach Girls' Ast (3) | High School | 11.70% |
| Bowling Coach | High School | 9.00% |
| Bowling Coach Ast | High School | 6.30% |
| Business Club | High School | 6.00% |
| Cheerleaders, Head Coach | High School | 6.50% per Season |
| Cheerleaders, Ast Coach (2) | High School | 4.25% per Season |
| Chess Club | High School | 3.00% |
| Community First Advisory Bd | High School | 6.00% |
| Community First Advisory Bd Ast | High School | 3.00% |
| Cross Country Coach Boys | High School | 9.00% |
| Cross Country Coach Boys' Ast (2) | High School | 6.30% |
| Cross Country Coach Girls | High School | 9.00% |
| Cross Country Coach Girls' Ast (2) | High School | 6.30% |
| Debate/Speech Coach | High School | 6.00% |
| Debate/Speech Coach, Ast (2) | High School | 3.00% |
| Digital Video Production Club | High School | 3.00% |
| Drama Director (Fall Play) | High School | 6.00% |
| Drama Director (Spring Musical) | High School | 8.00% |
| Drama Director, Ast | High School | 8.00% |

| Academics/Clubs/Sports/Activities | School | BA-0 |
|---|---|---|
| Drug Free Club Of America | High School | 6.00% |
| Field Hockey Coach Girls' Ast (3) | High School | 7.70% |
| Field Hockey Coach, Girls' | High School | 11.00% |
| Football Coach | High School | 18.00% |
| Football Coach, Ast. (9) | High School | 11.70% |
| Golf Coach Boys' | High School | 9.00% |
| Golf Coach Boys' Ast | High School | 6.30% |
| Golf Coach Girls' | High School | 9.00% |
| Golf Coach Girls' Ast (2) | High School | 6.30% |
| Gymnastic Coach Girls' | High School | 11.00% |
| Gymnastic Coach Girls' Ast | High School | 7.70% |
| HUDDLE | High School | 6.00% |
| Ice Hockey Coach | High School | 15.00% |
| Ice Hockey Coach, Ast (2) | High School | 9.80% |
| Jazz Ensemble I | High School | 6.00% |
| Jazz Ensemble II | High School | 3.00% |
| Jazz Lab | High School | 1.00% |
| Key Club Advisor | High School | 6.00% |
| Lacrosse Coach Boys' Ast (3) | High School | 9.10% |
| Lacrosse Coach Girls' | High School | 13.00% |
| Lacrosse Coach Girls' Ast (3) | High School | 9.10% |
| Lacrosse Coach, Boys' | High School | 13.00% |
| Leadership Co-Advisor (3) | High School | 4.00% |
| Makerspace Club Advisor | High School | 8.00% |
| Mock Trial | High School | 6.00% |
| Model UN Advisor | High School | 6.00% |
| Model UN Advisor Ast | High School | 3.00% |
| Music Director, Vocal | High School | 11.00% |
| National Art Honor Society Advisor | High School | 4.00% |
| National Honor Soc Co-Advisor (2) | High School | 4.00% |
| Orchestra | High School | 8.00% |
| Our Time to Shine | High School | 4.00% |
| Science Olympiad | High School | 6.00% |
| Science Olympiad Ast | High School | 3.00% |
| Soccer Coach Boys' | High School | 13.00% |

| Academics/Clubs/Sports/Activities | School | BA-0 |
|---|---|---|
| Soccer Coach Boys' Ast (3) | High School | 9.10% |
| Soccer Coach Girls' | High School | 13.00% |
| Soccer Coach Girls' Ast (3) | High School | 9.10% |
| Softball Coach Girls' | High School | 13.00% |
| Softball Coach Girls' Ast (3) | High School | 9.10% |
| Sparkle Cheer Advisor | High School | 3.50% |
| Student Gov, Graduation Advisor | High School | 6.50% |
| Student Government, Co-Advisor (2) | High School | 14.00% |
| Student Newspaper Advisor | High School | 6.00% |
| Student Newspaper Ast | High School | 4.00% |
| Swim Team Coach | High School | 15.00% |
| Swim Team Coach Ast (3) | High School | 9.80% |
| Swim Team Coach Ast (Diving) | High School | 9.80% |
| Tennis Coach Boys' Ast | High School | 6.30% |
| Tennis Coach Girls' Ast | High School | 6.30% |
| Tennis Coach, Boys' | High School | 9.00% |
| Tennis Coach, Girls' | High School | 9.00% |
| Track Coach Boys' | High School | 11.00% |
| Track Coach Boys' Ast (3) | High School | 7.70% |
| Track Coach Girls' | High School | 11.00% |
| Track Coach Girls' Ast (3) | High School | 7.70% |
| Video Announcement Advisor | High School | 14.00% |
| Video Game Club Advisor | High School | 2.00% |
| Volleyball Coach Boys' | High School | 13.00% |
| Volleyball Coach, Ast Boys' (3) | High School | 9.10% |
| Volleyball Coach Girls' | High School | 13.00% |
| Volleyball Coach, Ast Girls' (3) | High School | 9.10% |
| Weight Trng Sprvsr, Fall | High School | 4.50% |
| Weight Trng Sprvsr, Spring | High School | 4.50% |
| Weight Trng Sprvsr, Summer | High School | 4.50% |
| Weight Trng Sprvsr, Winter | High School | 4.50% |
| Wrestling Coach | High School | 18.00% |
| Wrestling Coach Ast (3) | High School | 11.70% |
| Athletic Supervisor Fall | High School & Middle School | 17.50% |
| Athletic Supervisor Spring | High School & Middle School | 15.00% |

| Academics/Clubs/Sports/Activities | School | BA-0 |
|---|---|---|
| Athletic Supervisor Winter | High School & Middle School | 15.00% |
| Auditorium Manager | Middle School | 5.00% |
| Band Director (2) | Middle School | 4.50% |
| Basketball Coach Boys' 7th | Middle School | 8.00% |
| Basketball Coach Boys' 8th | Middle School | 8.00% |
| Basketball Coach, Girls' 7th | Middle School | 8.00% |
| Basketball Coach, Girls' 8th | Middle School | 8.00% |
| Builders' Club (Key Club) Advisor | Middle School | 2.50% |
| Cheerleaders, (Co-Advisor- Fall) | Middle School | 3.00% |
| Cheerleaders, (Co-Advisor-Winter) | Middle School | 3.00% |
| Cross Country Coach | Middle School | 8.00% |
| Cross Country Coach Ast | Middle School | 6.00% |
| Drama Director | Middle School | 4.00% |
| Drama Director Ast | Middle School | 2.00% |
| Field Hockey Coach 7th | Middle School | 8.00% |
| Field Hockey Coach 8th | Middle School | 8.00% |
| Field Hockey Coach Ast | Middle School | 6.00% |
| Football Coach 7th | Middle School | 9.00% |
| Football Coach 7th Ast (3) | Middle School | 6.80% |
| Football Coach 8th | Middle School | 9.00% |
| Football Coach 8th Ast (2) | Middle School | 6.80% |
| Jazz | Middle School | 2.00% |
| Lacrosse Coach Girls' 7th | Middle School | 8.00% |
| Lacrosse Coach Girls' 8th | Middle School | 8.00% |
| Lacrosse Coach Girls' Ast | Middle School | 6.00% |
| Makerspace Club Advisor | Middle School | 2.50% |
| Music Director, Vocal | Middle School | 6.50% |
| Orchestra | Middle School | 4.50% |
| Power Of The Pen | Middle School | 5.00% |
| Science Olympiad | Middle School | 4.00% |
| Science Olympiad Ast | Middle School | 2.00% |
| Soccer Coach Boys' | Middle School | 8.00% |
| Soccer Coach Boys' Ast (2) | Middle School | 6.00% |
| Soccer Coach Girls' | Middle School | 8.00% |
| Soccer Coach Girls' Ast | Middle School | 6.00% |

| Academics/Clubs/Sports/Activities | School | BA-0 |
|---|---|---|
| Speech and Debate Club Advisor | Middle School | 4.00% |
| Speech and Debate Club, Ast | Middle School | 2.00% |
| Student Council, Advisor | Middle School | 5.00% |
| Track Coach Boys' | Middle School | 8.00% |
| Track Coach Boys' Ast (2) | Middle School | 6.00% |
| Track Coach Girls' | Middle School | 8.00% |
| Track Coach Girls' Ast (3) | Middle School | 6.00% |
| Volleyball Coach Girls' 7th | Middle School | 8.00% |
| Volleyball Coach Girls' 8th | Middle School | 8.00% |
| Wrestling Coach | Middle School | 9.00% |
| Wrestling Coach Ast (2) | Middle School | 6.80% |
| Yearbook, Co-Advisor (2) | Middle School | 2.50% |
| Band | Elementary | 2.00% |
| Choir | Elementary | 2.00% |
| General Music, 3rd | Elementary | 1.50% |
| General Music, 4th | Elementary | 1.00% |
| Orchestra | Elementary | 2.00% |
| Resident Educator Mentors | Year 1 & 2 | 6.00%* |
| Mentor Support | Year 3 | 1.50%* |
| Mentors/New To Building | | 1.50% |
| Mentors/New To District | | 3.00% |
| Lead Mentors | | 13.00% |
| Senior Lead Mentor | | 15.00% |

*If a newly hired MBU is in the Resident Educator Program Years 1 or 2, and is also new to the district (i.e. MBUs first year in the HCSD), that MBU's mentor will receive an additional two percent (2.00%) above the stipend for the mentor's service as a Resident Educator Mentor Year 1 or Year 2.

### 13.16 RETIREMENT

**A.** As an employee of the BOE, a percentage of the MBU's gross pay will be deducted from the MBU's check and deposited in the MBU's account with the State Teachers Retirement System (STRS). The BOE then matches this amount with a percentage of the MBU's gross pay, which is also deposited in the MBU's account with the STRS. All percentage deductions shall be in accordance with STRS regulations.

**B.** For purposes of the schedule of salaries (relating to payment of MBU's salary) of this Agreement, total annual salary or salary per pay period for each MBU shall be the salary otherwise payable under this Agreement. The total annual salary or salary per pay period of each MBU shall be payable by the BOE in two (2) parts: (1) deferred salary and (2) cash salary. An MBU's deferred salary shall be equal to that percentage of said MBU's total annual salary or salary per pay period which is required from time to time by the STRS to be paid as an employee contribution by the BOE to STRS on behalf of said MBU as a pick-up of the STRS employee contribution otherwise payable by said MBU. An MBU's cash salary shall be equal to said MBU's total annual salary or salary per pay period less the amount of the pick-up for said MBU, and shall be payable, subject to applicable payroll deductions, to said MBU. The BOE's total combined expenditures for the MBUs' total annual salaries or salaries per pay period otherwise payable under this Agreement, as amended (including pick-up amounts), and its BOE contributions to STRS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

**C.** The BOE shall compute and remit its BOE contributions to STRS based upon total annual salary per pay period, including the pick-up. The BOE shall report for Federal and Ohio Income Tax purposes as an MBU's gross income, said MBU's total annual salary or salary per pay period less the amount of the pick-up. The BOE shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

**D.** The pick-up shall be included in the MBU's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

**E.** The pick-up shall apply to all payroll payments made after the adoption of this Agreement.

## 13.17 ADDITIONAL COMPENSATION FOR INTERVENTION TEAM (GRADES K-8)

The core Intervention Team will be comprised of three (3) to five (5) positions as designated by the building principal. The first two (2) positions to be filled will be a psychologist and a school counselor. This may include time outside of the workday.

Each core team member shall receive an annual supplemental salary as follows: .00814 of BA-0. For example, the annual supplemental salary for the 2025-2026, 2026-2027 and 2027-2028 school years are as follows:

| Year | Base Salary | Rate | Annual Supplemental Salary |
|---|---|---|---|
| 25-26 | $50,840 | .00814 | $414 |
| 26-27 | $52,619 | .00814 | $428 |
| 27-28 | $54,461 | .00814 | $443 |

## 13.18 ISGIT COMPENSATION SCHEDULE

**A.** A full-time ISGIT shall follow the same work day as a full-time teacher at the assigned building, including all responsibilities and will be paid based upon the ISGIT salary schedule. For part-time ISGITs, the Board agrees to pay a percentage of the salary that the ISGIT would earn under a full-time contract as set forth below.

**B.** For ISGITs assigned to the high school, the percentage will be calculated using the daily instructional assignments[1] of a full-time teacher at that building (e.g., six periods), and will be assigned a proportionate amount of non-classroom duties, lunch, and planning time. For example: The salary of a high school ISGIT who is assigned 3 periods will be calculated as follows:

Instructional time: 3 of 6 periods = .50, which means the ISGIT will be considered .50 of full-time. The ISGIT will be given prorated planning time of ½ period and a prorated lunch of ½ period.

**C.** For ISGITs assigned to a K-5 building, the percentage will be calculated using a daily average of 335 instructional minutes (405 minute student day, less 40 planning minutes, and 30 minutes for lunch) and will be assigned a proportionate amount of lunch and planning time. For example: The salary of a K-5 ISGIT who is assigned 150 minutes of instructional time will be calculated as follows:

Instructional time: 150/335 = .447 or .45, which means the ISGIT will be considered .45 of full-time. The ISGIT will be given prorated planning time of 18 minutes (.45 x 40) and a prorated lunch of 14 minutes (.45 x 30).

**D.** For ISGITs assigned to the middle school, the percentage will be calculated using a daily average of 350 instructional minutes (420 minute student day, less 40 planning minutes, and 30 minutes for lunch) and will be assigned a proportionate amount of lunch and planning time. For example: The salary of a middle school ISGIT who is assigned 150 minutes of instructional time will be calculated as follows:

Instructional time: 150/350 = .429 or .43, which means the ISGIT will be considered .43 of full-time. The ISGIT will be given prorated planning time of 17 minutes (.43 x 40) and a prorated lunch of 13 minutes (.43 x 30).

---

*[1] For purposes of 13.18, "instructional assignments" includes all assigned responsibilities during the student day, excluding planning time and lunch.*

**E.** The planning and lunch for an ISGIT that is scheduled at the beginning or end of their workday may be taken offsite. Also, any planning time given to an ISGIT during the day will be scheduled in blocks of not less than 15 minutes.

**F. ISGIT Service Credit**

1. ISGITs shall receive years of service credit on the compensation schedule for up to five (5) years of full-time service in accredited Ohio schools, based upon a minimum of one hundred twenty (120) days working at five (5) hours per day.

2. If an ISGIT is subsequently hired as a teacher by the Board, he/she shall be granted up to five (5) years of full-time (120 days/6 hours per day) service credit for placement on the regular teachers' salary schedule.

3. If a teacher is subsequently hired as an ISGIT by the Board, he/she shall be granted his/her years of service credit as a teacher, for placement on the ISGIT salary schedule.

Advancement on the longevity steps will be subject to the same criteria as in paragraph 13.01 B, above.

| HUDSON CITY SCHOOL DISTRICT: ISGIT SALARY INDEX | | | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | BA (1) | BA+30 (2) | MA (3) | MA+15 (4) | MA+30 (5) | MA+45 (6) | PHD (7) |
| 0 | 1.0000 | 1.0376 | 1.0937 | 1.1188 | 1.1438 | 1.1738 | 1.2165 |
| 1 | 1.0376 | 1.0803 | 1.1429 | 1.1682 | 1.1935 | 1.2235 | 1.2662 |
| 2 | 1.0756 | 1.1225 | 1.1912 | 1.2175 | 1.2437 | 1.2737 | 1.3250 |
| 3 | 1.1137 | 1.1666 | 1.2381 | 1.2662 | 1.2942 | 1.3342 | 1.3841 |
| 4 | 1.1504 | 1.2101 | 1.2868 | 1.3151 | 1.3434 | 1.3834 | 1.4376 |
| 5 | 1.1893 | 1.2521 | 1.3350 | 1.3643 | 1.3935 | 1.4335 | 1.4920 |
| 6 | 1.2273 | 1.2947 | 1.3819 | 1.4128 | 1.4436 | 1.4936 | 1.5506 |
| 7 | 1.2640 | 1.3382 | 1.4302 | 1.4560 | 1.4817 | 1.5317 | 1.5931 |
| 8 | 1.3039 | 1.3810 | 1.4789 | 1.5112 | 1.5434 | 1.5934 | 1.6590 |
| 9 | 1.3410 | 1.4246 | 1.5267 | 1.5603 | 1.5939 | 1.6439 | 1.7138 |
| 10 | 1.3796 | 1.4664 | 1.5740 | 1.6089 | 1.6438 | 1.6938 | 1.7723 |
| 11 | 1.3796 | 1.4664 | 1.6218 | 1.6578 | 1.6937 | 1.7437 | 1.8265 |
| 12 | 1.3796 | 1.4664 | 1.6718 | 1.7078 | 1.7437 | 1.7937 | 1.8809 |
| 13 | 1.3796 | 1.4664 | 1.7218 | 1.7578 | 1.7937 | 1.8437 | 1.9351 |
| 14 | 1.3796 | 1.4664 | 1.7718 | 1.8078 | 1.8437 | 1.8937 | 1.9937 |
| 15 | 1.3796 | 1.4664 | 1.8218 | 1.8578 | 1.8937 | 1.9437 | 2.0437 |
| 16 | 1.3796 | 1.4664 | 1.8218 | 1.8578 | 1.8937 | 1.9437 | 2.0437 |
| 17 | 1.3796 | 1.4664 | 1.8218 | 1.8578 | 1.8937 | 1.9437 | 2.0437 |
| 18 | 1.3796 | 1.4664 | 1.8718 | 1.9078 | 1.9437 | 1.9937 | 2.0937 |
| 19 | 1.3796 | 1.4664 | 1.8718 | 1.9078 | 1.9437 | 1.9937 | 2.0937 |
| 20 | 1.3796 | 1.4664 | 1.8718 | 1.9078 | 1.9437 | 1.9937 | 2.0937 |
| 21 | 1.3796 | 1.4664 | 1.9218 | 1.9578 | 1.9937 | 2.0437 | 2.1437 |
| 22 | 1.3796 | 1.4664 | 1.9218 | 1.9578 | 1.9937 | 2.0437 | 2.1437 |
| 23 | 1.3796 | 1.4664 | 1.9218 | 1.9578 | 1.9937 | 2.0437 | 2.1437 |
| 24 | 1.3796 | 1.4664 | 1.9718 | 2.0078 | 2.0437 | 2.0937 | 2.1937 |
| 25 | 1.3796 | 1.4664 | 1.9718 | 2.0078 | 2.0437 | 2.0937 | 2.1937 |
| 26 | 1.3796 | 1.4664 | 1.9718 | 2.0078 | 2.0437 | 2.0937 | 2.1937 |
| 27 | 1.3796 | 1.4664 | 2.0218 | 2.0578 | 2.0937 | 2.1437 | 2.2437 |
| 28 | 1.3796 | 1.4664 | 2.0218 | 2.0578 | 2.0937 | 2.1437 | 2.2437 |
| 29 | 1.3796 | 1.4664 | 2.0218 | 2.0578 | 2.0937 | 2.1437 | 2.2437 |
| 30 | 1.3796 | 1.4664 | 2.0718 | 2.1078 | 2.1437 | 2.1937 | 2.2937 |

## HUDSON CITY SCHOOL DISTRICT ISGIT SALARY SCHEDULE
2025-2026 School Year

| BASE | 42,486 | ISGIT Salary Schedule 2025-2026 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | BA (1) | BA+30 (2) | MA (3) | MA+15 (4) | MA+30 (5) | MA+45 (6) | PHD (7) |
| 0 | 42,486 | 44,083 | 46,467 | 47,533 | 48,595 | 49,870 | 51,684 |
| 1 | 44,083 | 45,898 | 48,557 | 49,632 | 50,707 | 51,982 | 53,796 |
| 2 | 45,698 | 47,691 | 50,609 | 51,727 | 52,840 | 54,114 | 56,294 |
| 3 | 47,317 | 49,564 | 52,602 | 53,796 | 54,985 | 56,685 | 58,805 |
| 4 | 48,876 | 51,412 | 54,671 | 55,873 | 57,076 | 58,775 | 61,078 |
| 5 | 50,529 | 53,197 | 56,719 | 57,964 | 59,204 | 60,904 | 63,389 |
| 6 | 52,143 | 55,007 | 58,711 | 60,024 | 61,333 | 63,457 | 65,879 |
| 7 | 53,702 | 56,855 | 60,763 | 61,860 | 62,952 | 65,076 | 67,684 |
| 8 | 55,397 | 58,673 | 62,833 | 64,205 | 65,573 | 67,697 | 70,484 |
| 9 | 56,974 | 60,526 | 64,863 | 66,291 | 67,718 | 69,843 | 72,813 |
| 10 | 58,614 | 62,301 | 66,873 | 68,356 | 69,838 | 71,963 | 75,298 |
| 11 | 58,614 | 62,301 | 68,904 | 70,433 | 71,959 | 74,083 | 77,601 |
| 12 | 58,614 | 62,301 | 71,028 | 72,558 | 74,083 | 76,207 | 79,912 |
| 13 | 58,614 | 62,301 | 73,152 | 74,682 | 76,207 | 78,331 | 82,215 |
| 14 | 58,614 | 62,301 | 75,277 | 76,806 | 78,331 | 80,456 | 84,704 |
| 15 | 58,614 | 62,301 | 77,401 | 78,930 | 80,456 | 82,580 | 86,829 |
| 16 | 58,614 | 62,301 | 77,401 | 78,930 | 80,456 | 82,580 | 86,829 |
| 17 | 58,614 | 62,301 | 77,401 | 78,930 | 80,456 | 82,580 | 86,829 |
| 18 | 58,614 | 62,301 | 79,525 | 81,055 | 82,580 | 84,704 | 88,953 |
| 19 | 58,614 | 62,301 | 79,525 | 81,055 | 82,580 | 84,704 | 88,953 |
| 20 | 58,614 | 62,301 | 79,525 | 81,055 | 82,580 | 84,704 | 88,953 |
| 21 | 58,614 | 62,301 | 81,650 | 83,179 | 84,704 | 86,829 | 91,077 |
| 22 | 58,614 | 62,301 | 81,650 | 83,179 | 84,704 | 86,829 | 91,077 |
| 23 | 58,614 | 62,301 | 81,650 | 83,179 | 84,704 | 86,829 | 91,077 |
| 24 | 58,614 | 62,301 | 83,774 | 85,303 | 86,829 | 88,953 | 93,202 |
| 25 | 58,614 | 62,301 | 83,774 | 85,303 | 86,829 | 88,953 | 93,202 |
| 26 | 58,614 | 62,301 | 83,774 | 85,303 | 86,829 | 88,953 | 93,202 |
| 27 | 58,614 | 62,301 | 85,898 | 87,428 | 88,953 | 91,077 | 95,326 |
| 28 | 58,614 | 62,301 | 85,898 | 87,428 | 88,953 | 91,077 | 95,326 |
| 29 | 58,614 | 62,301 | 85,898 | 87,428 | 88,953 | 91,077 | 95,326 |
| 30 | 58,614 | 62,301 | 88,022 | 89,552 | 91,077 | 93,202 | 97,450 |

## HUDSON CITY SCHOOL DISTRICT ISGIT SALARY SCHEDULE
2026-2027 School Year

| BASE | 43,973 | ISGIT Salary Schedule 2026-2027 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | BA (1) | BA+30 (2) | MA (3) | MA+15 (4) | MA+30 (5) | MA+45 (6) | PHD (7) |
| 0 | 43,973 | 45,626 | 48,093 | 49,197 | 50,296 | 51,616 | 53,493 |
| 1 | 45,626 | 47,504 | 50,257 | 51,369 | 52,482 | 53,801 | 55,679 |
| 2 | 47,297 | 49,360 | 52,381 | 53,537 | 54,689 | 56,008 | 58,264 |
| 3 | 48,973 | 51,299 | 54,443 | 55,679 | 56,910 | 58,669 | 60,863 |
| 4 | 50,587 | 53,212 | 56,584 | 57,829 | 59,073 | 60,832 | 63,216 |
| 5 | 52,297 | 55,059 | 58,704 | 59,992 | 61,276 | 63,035 | 65,608 |
| 6 | 53,968 | 56,932 | 60,766 | 62,125 | 63,479 | 65,678 | 68,185 |
| 7 | 55,582 | 58,845 | 62,890 | 64,025 | 65,155 | 67,353 | 70,053 |
| 8 | 57,336 | 60,727 | 65,032 | 66,452 | 67,868 | 70,067 | 72,951 |
| 9 | 58,968 | 62,644 | 67,134 | 68,611 | 70,089 | 72,287 | 75,361 |
| 10 | 60,665 | 64,482 | 69,214 | 70,748 | 72,283 | 74,481 | 77,933 |
| 11 | 60,665 | 64,482 | 71,315 | 72,898 | 74,477 | 76,676 | 80,317 |
| 12 | 60,665 | 64,482 | 73,514 | 75,097 | 76,676 | 78,874 | 82,709 |
| 13 | 60,665 | 64,482 | 75,713 | 77,296 | 78,874 | 81,073 | 85,092 |
| 14 | 60,665 | 64,482 | 77,911 | 79,494 | 81,073 | 83,272 | 87,669 |
| 15 | 60,665 | 64,482 | 80,110 | 81,693 | 83,272 | 85,470 | 89,868 |
| 16 | 60,665 | 64,482 | 80,110 | 81,693 | 83,272 | 85,470 | 89,868 |
| 17 | 60,665 | 64,482 | 80,110 | 81,693 | 83,272 | 85,470 | 89,868 |
| 18 | 60,665 | 64,482 | 82,309 | 83,892 | 85,470 | 87,669 | 92,066 |
| 19 | 60,665 | 64,482 | 82,309 | 83,892 | 85,470 | 87,669 | 92,066 |
| 20 | 60,665 | 64,482 | 82,309 | 83,892 | 85,470 | 87,669 | 92,066 |
| 21 | 60,665 | 64,482 | 84,507 | 86,090 | 87,669 | 89,868 | 94,265 |
| 22 | 60,665 | 64,482 | 84,507 | 86,090 | 87,669 | 89,868 | 94,265 |
| 23 | 60,665 | 64,482 | 84,507 | 86,090 | 87,669 | 89,868 | 94,265 |
| 24 | 60,665 | 64,482 | 86,706 | 88,289 | 89,868 | 92,066 | 96,464 |
| 25 | 60,665 | 64,482 | 86,706 | 88,289 | 89,868 | 92,066 | 96,464 |
| 26 | 60,665 | 64,482 | 86,706 | 88,289 | 89,868 | 92,066 | 96,464 |
| 27 | 60,665 | 64,482 | 88,905 | 90,488 | 92,066 | 94,265 | 98,662 |
| 28 | 60,665 | 64,482 | 88,905 | 90,488 | 92,066 | 94,265 | 98,662 |
| 29 | 60,665 | 64,482 | 88,905 | 90,488 | 92,066 | 94,265 | 98,662 |
| 30 | 60,665 | 64,482 | 91,103 | 92,686 | 94,265 | 96,464 | 100,861 |

## HUDSON CITY SCHOOL DISTRICT ISGIT SALARY SCHEDULE
2027-2028 School Year

| BASE | 45,512 | ISGIT Salary Schedule 2027-2028 | | | | | |
|---|---|---|---|---|---|---|---|
| STEP | BA (1) | BA+30 (2) | MA (3) | MA+15 (4) | MA+30 (5) | MA+45 (6) | PHD (7) |
| 0 | 45,512 | 47,223 | 49,776 | 50,919 | 52,057 | 53,422 | 55,365 |
| 1 | 47,223 | 49,167 | 52,016 | 53,167 | 54,319 | 55,684 | 57,627 |
| 2 | 48,953 | 51,087 | 54,214 | 55,411 | 56,603 | 57,969 | 60,303 |
| 3 | 50,687 | 53,094 | 56,348 | 57,627 | 58,902 | 60,722 | 62,993 |
| 4 | 52,357 | 55,074 | 58,565 | 59,853 | 61,141 | 62,961 | 65,428 |
| 5 | 54,127 | 56,986 | 60,759 | 62,092 | 63,421 | 65,241 | 67,904 |
| 6 | 55,857 | 58,924 | 62,893 | 64,299 | 65,701 | 67,977 | 70,571 |
| 7 | 57,527 | 60,904 | 65,091 | 66,265 | 67,435 | 69,711 | 72,505 |
| 8 | 59,343 | 62,852 | 67,308 | 68,778 | 70,243 | 72,519 | 75,504 |
| 9 | 61,032 | 64,836 | 69,483 | 71,012 | 72,542 | 74,817 | 77,998 |
| 10 | 62,788 | 66,739 | 71,636 | 73,224 | 74,813 | 77,088 | 80,661 |
| 11 | 62,788 | 66,739 | 73,811 | 75,450 | 77,084 | 79,359 | 83,128 |
| 12 | 62,788 | 66,739 | 76,087 | 77,725 | 79,359 | 81,635 | 85,604 |
| 13 | 62,788 | 66,739 | 78,363 | 80,001 | 81,635 | 83,910 | 88,070 |
| 14 | 62,788 | 66,739 | 80,638 | 82,277 | 83,910 | 86,186 | 90,737 |
| 15 | 62,788 | 66,739 | 82,914 | 84,552 | 86,186 | 88,462 | 93,013 |
| 16 | 62,788 | 66,739 | 82,914 | 84,552 | 86,186 | 88,462 | 93,013 |
| 17 | 62,788 | 66,739 | 82,914 | 84,552 | 86,186 | 88,462 | 93,013 |
| 18 | 62,788 | 66,739 | 85,189 | 86,828 | 88,462 | 90,737 | 95,288 |
| 19 | 62,788 | 66,739 | 85,189 | 86,828 | 88,462 | 90,737 | 95,288 |
| 20 | 62,788 | 66,739 | 85,189 | 86,828 | 88,462 | 90,737 | 95,288 |
| 21 | 62,788 | 66,739 | 87,465 | 89,103 | 90,737 | 93,013 | 97,564 |
| 22 | 62,788 | 66,739 | 87,465 | 89,103 | 90,737 | 93,013 | 97,564 |
| 23 | 62,788 | 66,739 | 87,465 | 89,103 | 90,737 | 93,013 | 97,564 |
| 24 | 62,788 | 66,739 | 89,741 | 91,379 | 93,013 | 95,288 | 99,840 |
| 25 | 62,788 | 66,739 | 89,741 | 91,379 | 93,013 | 95,288 | 99,840 |
| 26 | 62,788 | 66,739 | 89,741 | 91,379 | 93,013 | 95,288 | 99,840 |
| 27 | 62,788 | 66,739 | 92,016 | 93,655 | 95,288 | 97,564 | 102,115 |
| 28 | 62,788 | 66,739 | 92,016 | 93,655 | 95,288 | 97,564 | 102,115 |
| 29 | 62,788 | 66,739 | 92,016 | 93,655 | 95,288 | 97,564 | 102,115 |
| 30 | 62,788 | 66,739 | 94,292 | 95,930 | 97,564 | 99,840 | 104,391 |

## 13.19 ADDITIONAL COMPENSATION FOR MASTER TEACHER AND NATIONAL BOARD CERTIFICATION

**A.** An MBU who has been designated as an Ohio Master Teacher shall receive a one-time lump sum compensation equivalent to 4.0% of the BA-0 in effect at the time of acquiring Master Teacher Status. MBUs who are successful in renewing the Master Teacher will receive 2% of the BA-0 in effect at the time of renewal. This compensation will be paid June 30th of the school year in which Master Teacher designation is earned or renewed.

**B.** MBUs who have been designated as having National Board Certification (NBCT) shall receive additional annual compensation of four and one-half percent (4.5%) of the BA-0 salary, so long as they remain employed as a teacher in the District and maintain the National Board Certification.

Article 13.11 (C) applies for compensation payment procedure with this exception: Additional compensation for NBCT will be paid in a lump sum by June 30th of the school year in which initial designation or renewal is achieved.

In addition, subject to Article XV, any MBU successfully earning National Board Certification and/or successfully renewing National Board Certification shall be reimbursed, as follows:

1. Registration fees:

   The MBU shall be eligible for reimbursement for the registration fee in any year in which the MBU earns a Completed Component. A “Completed Component” is defined as a component for which the MBU earns the minimum competency score for that component.

2. Component Fees: The MBU shall be eligible for reimbursement for Completed Component fees. An MBU may receive such reimbursement only once for each Completed Component. A “Completed Component” is defined as a component for which the MBU earns the minimum competency score for that component.

3. Renewal Fees: If the MBU successfully completes the renewal process, MBUs shall be eligible for reimbursement for the renewal fee.

All fees that qualify for reimbursement will be reimbursed via the tuition assistance fund in Article XV.

## 13.20 TEACHER PROFESSIONAL ORGANIZATION

Upon the request of the Association, the following Section will apply. Consistent with Ohio Administrative Code Rule 3307-6-01 and STRS rules/regulations, the amounts paid as compensation to the Association's officers for service to the Association shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code.

Association officers will be compensated per the Association Constitution and Bylaws.

The amount of Association compensation will be sent to the Board by Association, and the Board will perform administration functions within applicable laws and related to the Association compensation.

The Association shall reimburse the Board for Association compensation before the pay date of the Association compensation that shall be paid within the fiscal year consistent with the Association Constitution and Bylaws. It is mutually understood that the amounts paid to or on behalf of Association officers for services rendered to the Association will be wholly reimbursed to the Board by the Association and that the operation of this Section will in no event result in a cost to the Board apart from the incidental cost of administering this provision.

# ARTICLE XIV. OTHER PROGRAMS AND PROVISIONS

## 14.01 MENTOR PROGRAMS

The Mentor Program is for first-year entry level teachers and teachers new to the Hudson Schools. A Mentor may also be provided to teachers new to a building, if appropriate.

### A. Definitions

For purposes of this Agreement, the pertinent terms shall be defined as follows:

1. Mentor Teacher: A teacher who will provide formative assistance.

2. Entry-Year Teacher: A teacher in the first year of employment in the district under a teaching or educational personnel certificate who will be provided formative assistance by a Mentor Teacher.

3. Resident Educator Program: A program for beginning teachers which will provide Ohio's newest educators with coaching, mentoring, and guidance that are critical to improving their skills, knowledge and student achievement. The program is designed to assist educators in achieving a 5-year professional educator license. The Program is exclusively for licensure determination and shall not replace the negotiated Teacher Appraisal/Evaluation system. The Resident Educator Program will be evaluated annually.

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

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

6. Formative Assistance: Assistance which is diagnostic and designed to yield information that will help Entry-Year Teachers and Resident Educators identify specific areas for skill enrichment. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement. Mentor Teachers will not be a part of the evaluation process of the Entry-Year Teacher or Resident Educator.

## B. Lead Mentor Committee

The Committee will include lead mentors representing elementary, middle, high school, and administrators, with a majority of Committee members being MBUs. The Committee chairperson shall be the Senior Lead Mentor.

1. Committee members shall be provided release time to attend Committee meetings, training or professional development.

2. The Committee and Building Principal shall select teachers who will act as Resident Educator Mentors.

3. The Committee shall retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

## C. Lead Mentors

1. All Lead Mentor openings will be posted.

2. Lead Mentors shall provide an orientation for all Mentors regarding mentoring responsibilities.

## D. Resident Educator Mentor

1. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.

2. The Resident Educator Mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

3. The Resident Educator Mentor and Resident Educator's professional relationship shall be regarded as highly confidential. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions nor be involved in the writing of an action plan if there are performance deficiencies.

4. Each Resident Educator shall be granted release time for direct mentoring activities and shall be coordinated by the Building Principal.

**E. Mentor Selection Criteria And Process**

The following criteria will be used in selecting Mentors:

1. Respected for educational leadership skills;

2. Continued involvement in professional growth opportunities;

3. Well organized;

4. Strong interpersonal relationship skills;

5. Demonstrated knowledge and use of effective teaching techniques;

6. Similar or same subject area/grade level as the Mentee.

## 14.02 SPECIAL NEEDS: IEP/504 PLAN PROVISIONS

**A.** Each MBU with responsibility for the education of a student on an IEP/504 Plan shall:

1. Have the opportunity to provide input into the development of the IEP/504 Plan.

2. Have access to each respective student's safe and secure file which are housed in each building's safe and secure files.

3. Have the right to request a meeting at any time to review and consider IEP/504 services and accommodations.

**B. Professional Development**

The Board shall strive to make available the opportunity for professional development to MBUs during the regular school year and day to assist in addressing the legal and education needs of students with disabilities in a general education classroom environment.

## C. Specialized Health Care Provisions

MBUs other than nurses shall not be requested or required to provide custodial care services to any student. Custodial care services are defined as long-term health needs and not emergency assistance required by a student.

## D. Support Services

The Board shall provide individualized supplementary aids and services and the personnel necessary to provide or perform any supportive services which may be required by any student's IEP/504 Plan.

## E. IEP/504 Plan Development And Meetings

1. Any MBU needing to attend to an IEP/504 Plan meeting held during the MBU's day shall be released from other responsibilities.

2. Each MBU, including ISGITs, responsible for the development of IEPs can use three (3) days of consultation/collaboration time to develop IEPs and/or hold IEP meetings. Each qualifying MBU may choose to use contract days for this purpose. MBUs must receive prior administrative approval for this time. The provisions of Article VI, Section 6.05(B) on personal leave shall apply to the scheduling of the days. The work need not be done at school buildings.

3. In lieu of the foregoing, MBUs may elect to be paid for two (2) hours for each IEP written to a maximum of thirty-six (36) hours, paid at the hourly rate established by Section 13.05. MBUs must make an election to use either the three days consultation/collaboration time, or be paid for IEP writing as set forth herein. The election must be made not later than October 30 each school year.

4. Any MBU who is required to attend an IEP that extends more than 1.25 hours outside of the student day shall be compensated at the summer school/curriculum development rate per section 13.05, calculated in fifteen (15) minute increments. Alternatively, by mutual agreement of the teacher and Building Principal, the teacher may receive compensatory time in lieu of the extra pay, also calculated in fifteen (15) minute increments for time that extends more than 1.25 hours outside of the student day. Any compensatory time not used by the end of the school year will be paid out in the first pay in July. Documentation must be submitted by June 15.

## F. Special Education Committee

1. A Special Education Committee is established consisting of (a) the Director of Pupil Personnel Services, (b) an administrative representative from each building appointed by the Superintendent/Designee, (c) an MBU representative from each building appointed by the HEA, (d) special

education coordinator(s), (e) one at-large MBU appointed by the HEA, and (f) by mutual agreement, 2-3 at large representatives may be invited to participate on the committee in order to have a cross section of disciplines. The Special Education Committee shall establish by-laws.

2. The Superintendent/Designee may release other MBUs to attend all or part of committee meetings.

3. The purpose of the committee shall be to aid in collaborative problem solving and communication on special education issues for the benefit of the District. The discussions held by this Committee shall not be construed as negotiations.

4. Meeting minutes will be distributed.

5. The Committee will meet at least three (3) times a year with release time scheduled for up to one-half (1/2) day but subject to extension to a full day if deemed necessary by the Superintendent/Designee. Additional meetings may be scheduled at the request of one of the parties. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters considered taken up at the meeting shall be limited to those included in the agenda. The agenda shall be jointly prepared by Director of Pupil Services or designee and HEA appointed at-large representative. By mutual agreement, items may be added to the agenda.

6. All special education documents will be made available electronically to all MBUs.

**G. Consistency With Law**

Any provision in the Article that is inconsistent with federal and state laws or regulations governing the education of disabled students shall be null and void.

## 14.03 LEADERSHIP TEAM

**A.** A Leadership Team is established, composed of an equal number of members appointed by the HEA and members appointed by the BOE.

**B.** The purpose of the committee shall be to aid in problem solving and communication on issues for the benefit of the district. Its procedures shall be created and maintained in bylaws. The discussions held by this committee shall not be construed as negotiations.

**C.** The parties shall meet regularly or at the request of one of the parties. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters considered taken up at the meeting shall be limited to those included in the agenda. By mutual agreement, items may be added to the agenda.

## 14.04 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

**A.** The purpose of the Hudson City School District's LPDC is to review coursework and other professional development activities completed by certified/licensed staff within the district for renewal of certificates or licenses.

**B.** The LPDC shall consist of a maximum of eleven (11) members. A majority of the members shall be teachers who shall be selected from each school by the Association. The remaining members may be a combination of administrators from the district office and/or from the building level who shall be selected or appointed by the Superintendent/Designee.

**C.** The number of meetings in any one year will meet the needs of licensure renewal. MBUs will be provided either release time or compensation at the summer school and curriculum development rate per section 13.07.

**D.** Comprehensive by-laws of the LPDC are maintained and reviewed annually by the LPDC and are made available electronically to MBUs. Any proposed changes to the by-laws must be approved by a majority of the LPDC members.

## 14.05 MASTER TEACHER CERTIFICATION

A Master Teacher demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning. A Master Teacher strives for distinguished teaching and continued professional growth as specified by *The Ohio Standards for the Teaching Profession.*

**A.** The Purpose of the Master Teacher Committee is to:

1. Facilitate the Master Teacher application process

2. Confirm candidates' eligibility

3. Review applications

4. Determine the District's Master Teachers

**B.** Membership, Qualifications, Compensation

1. The Master Teacher Committee will consist of at least five (5) members. The committee will consist of a majority of Master Teachers and may include building and central office administrators and board members as appropriate. Committee members will be compensated through release time or at the summer school, curriculum development and tutoring rate per section 13.07.

2. The teacher members of the committee will be selected by the application process with the final approval of the HEA President. The

Superintendent/Designee will appoint the administrative seats. The committee will attempt to maintain a balance in building representation, years of service, and teaching disciplines. Committee members who discover they are unable to fulfill their role as an active committee member may withdraw by notifying the chair(s) in writing.

3. Teacher members of the committee will be comprised of current Master Teachers (which includes current National Board Certified Teachers).

4. Comprehensive by-laws of the Master Teacher Committee are maintained and reviewed annually by the Master Teacher Committee and are made available electronically to MBUs. Any proposed changes to the by-laws must be approved by a majority of the Master Teacher Committee.

### 14.06 OHIO TEACHER EVALUATION SYSTEM (OTES) CORE COMMITTEE

The purpose of the OTES Core Committee is to review current law and district practices regarding the evaluation process. MBUs will be provided either release time or compensation at the summer school, curriculum development and tutoring rate per section 13.07.

## ARTICLE XV. TUITION ASSISTANCE

The Board will appropriate the amount of sixty thousand dollars ($60,000) annually for the term of this contract for the purpose of assisting teachers to earn approved college credit in connection with their professional responsibilities with the District. A maximum of $10,000 of any unused funds may be carried over from one year to the next.

### 15.01 COURSE WORK CRITERIA

**A.** Course work must be pre-approved by the Superintendent/designee and must be graduate level in college or university approved for teacher training by the Ohio Department of Education (ODE). If the coursework is graduate level and not approved for teacher training by ODE, an MBU may petition through the Superintendent/designee for tuition assistance. Correspondence courses, workshops not for graduate credit, and/or CEUs will not be considered for approval, nor will any course for which a teacher is receiving any kind of financial aid or other consideration.

**B.** Course work must be in the area of a teacher's present certification/license unless such course work is in a certification/licensure area designated as one of need for the District.

**C.** Final decisions regarding the awarding of Tuition Assistance rest with the Superintendent/designee and are not subject to challenge through the grievance procedure or otherwise.

**15.02 ELIGIBILITY**

**A.** All current MBUs are eligible to participate.

**B.** Members of the bargaining unit obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) school year following the completion of the course work. Any voluntary separation by the teacher prior to this time will result in the obligation of the MBU to repay the full amount of the tuition assistance, within thirty (30) days of the separation from employment.

**15.03 PROCEDURE**

Interested applicants must submit a Tuition Assistance Request Form for approval prior to the beginning of the course work for which the teacher is requesting reimbursement. The maximum reimbursement per year will be for nine (9) semester hours or twelve (12) quarter hours~~ or eight (8) semester hours.~~ Once tuition assistance is approved, reimbursement will be processed by the Treasurer prior to the end of the fiscal year and only upon receipt on or before June 1 of the fiscal year of an official transcript indicating that the teacher obtained a minimum grade of "B" in the course(s) or "Pass" in the case of a Pass/Fail course and paid receipt showing actual costs incurred.

**15.04 REIMBURSEMENT**

**A.** Reimbursement for approved tuition reimbursement hours will take place once per year between June 1 and June 30.

**B.** The rate of reimbursement shall be the lesser of the actual tuition cost or $200.00 per quarter hour/$300.00 per semester hour. The $60,000 appropriated annually will be divided by the total number of approved prorated hours for the fiscal year, in years when the amount requested for reimbursement exceeds the amount appropriated. (It is possible that reimbursement may be less than $200.00 per quarter hour/$300.00 per semester hour depending on how many total classes are taken by teachers in a fiscal year.)

## ARTICLE XVI. TECHNOLOGY USE

**16.01** MBUs will make reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by students and parents and where such efforts are made, MBUs shall not suffer disciplinary action.

**16.02** The Administration will not regularly monitor email/use of internet unless the District has a business purpose for doing so.

**16.03** The HEA shall select teachers to serve on the Technology Committee, including the Technology Coordinator. The Board technology policy will be reviewed annually by the committee and recommendations for changes will be presented to the Superintendent.

**16.04** The BOE shall train all MBUs on the District's technology/acceptable use policy. In addition, the Technology Committee will determine on an annual basis the updates and training for MBUs regarding technology.

## ARTICLE XVII. HIRING OF RETIREES

**17.01** Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher, the Board may consider and employ a Retiree for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has retired as an MBU employed by the Board and has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

**17.02** A Retiree shall be paid at step 5 of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

**17.03** A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term provided that the Retiree has received a written notice of nonrenewal not later than June 1. Continuation of the employment of a Retiree through offering a new one-year limited contract shall be at the election of the Board and upon recommendation of the Superintendent, provided that timely notice of nonrenewal has been given. The requirements of Article XI of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC 3319.11 and 3319.111.

**17.04** A Retiree shall accumulate and may use sick leave in accordance with Article VI of the Negotiated Agreement, but shall not be entitled to severance pay under Article XIII of the Negotiated Agreement or under law upon conclusion of employment as a Retiree, nor be eligible to contribute to or have access to the Sick Leave Bank.

**17.05** A Retiree shall be entitled to participate in insurances provided to bargaining unit members under Article X of the Negotiated Agreement.

**17.06** A Retiree shall not accumulate seniority in the bargaining unit, but has the right of recall in the event of a suspension of the retiree's contract under Article XII of the Negotiated Agreement, or under ORC 3319.17.

**17.07** A Retiree is eligible for a supplemental contract only on recommendation of the Superintendent. This supersedes ORC 3313.53.

**17.08** The Board and the HEA expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation

requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

## ARTICLE XVIII. GENERAL

### 18.01 COMPLETE AGREEMENT

This Agreement, including Appendices, supersedes and cancels all previous Agreements, verbal or written or based upon alleged past practices, between the Parties, and constitutes the entire Agreement between the Parties. Any amendment or Agreement supplemental hereto shall not be binding upon either Party unless executed in writing by the Parties to this Agreement.

### 18.02 MANAGEMENT RIGHTS

**A.** Subject to the provisions of this Agreement, the BOE retains the rights, powers, duties, and obligations of management conferred upon and vested in it by law and specifically ORC 4117.08(C), including the management and operation of the HCSD, the selection of personnel, the establishment of courses of instruction and student programs, and the delegation of authority.

**B.** The BOE has the final authority and responsibility for the implementation of the instructional program. MBUs, individually and collectively, are under the direction and supervision of the BOE and its administrative staff.

### 18.03 CONTRACT SUPREMACY/CONTRARY TO LAW

**A.** This Agreement supersedes and prevails over all statutes of the State of Ohio [except as specifically set forth in ORC 4117.10 (A)], and all policies, rules, and regulations of the BOE with respect to the specific matters set forth herein, unless otherwise specified herein.

**B.** If the State Employment Relations Board or any Court of competent jurisdiction determines, after all appeals or time for appeals have been exhausted, that any provision in this Agreement is unlawful, such provision will be automatically terminated but all other provisions of the Agreement will remain in full force and effect.

**C.** The parties shall meet within ten (10) days after the final determination to bring the Agreement into compliance with respect to the provision which has been held unlawful.

### 18.04 INDIVIDUAL RIGHTS

Nothing included in this Agreement shall restrict or deny to any MBU rights provided by law or statutes, rulings, and regulations of the State or Federal government.

### 18.05 AVAILABILIITY OF AGREEMENT

An electronic copy will be made available to all MBUs. Upon request, a printed copy will be made available at no cost to the MBU.

### 18.06 DURATION OF AGREEMENT

The Agreement shall be in effect on July 1, 2025 and shall continue in full force and effect until midnight, June 30, 2028.

### 18.07 NO REPRISAL CLAUSE

**A.** There shall be no reprisals of any kind against any student, parent, community member, the HEA, or MBUs by the BOE or ADM because of support for or participation prior to or during the strike which occurred from February 5, 1998 through its conclusion.

**B.** There shall be no reprisals by the HEA, its members or MBUs against the BOE, BOE members, ADM, students, teachers, parents or community members who attended school, worked and/or supported the BOE prior to or during said strike.

## ARTICLE XIX. SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first mentioned above.

**Hudson Education Association**

HEA President

HEA Vice President

HEA Secretary

HEA Treasurer

**Hudson City Schools' Board of Education**

Board President

Superintendent

Treasurer

# APPENDIX INFORMATION

Appendix A – Grievance Form

Appendix B – Assault Leave Form

Appendix C – Sick Leave Bank Application

Appendix D – New to District Evaluation Scenarios

*Please go to the Human Resources page on the Hudson intranet to access additional evaluation information, including all resources and forms.*

Appendix E – Improvement Plans

Article F –Insurance Provisions:
Effective July 1, 2025-December 31, 2025

Appendix G – Right to Fair Share Legacy Document

Appendix H – Non-Participation Election

INDEX

-A-

Accidental Death and Dismemberment (INSURANCE PROVISIONS: Life Insurance) ..... 34
Action, Disciplinary ..... 31
Additional Compensation for Master Teacher & National Board Certification ..... 77
"Administration (ADM)" (DEFINITIONS) ..... 1
Administrative Vacancies (VACANCIES AND TRANSFERS: Posting of Vacancies) ..... 33
Admission to School Activities (TEACHER RIGHTS) ..... 12
Advisory Committee (EAC), Extracurricular ..... 32
Agreement (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 3
Agreement, Complete ..... 87
Agreement, Duration of ..... 88
Agreement, Printing of ..... 88
Annuities (COMPENSATION) ..... 63
APPRAISAL/EVALUATION, TEACHER ..... 39
Assault (TEACHER RIGHTS: Protection of MBUs) ..... 13
Assault Leave (LEAVES) ..... 15
Assignment (VACANCIES AND TRANSFERS) ..... 34
"Association (HEA)" (DEFINITIONS) ..... 1

-B-

Bank, Sick Leave ..... 21
BARGAINING PROCEDURES ..... 3
Bargaining Recognition, Duration of ..... 2
Bargaining Time Lines (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 3
Benefit Restoration (REDUCTION IN FORCE: Procedures for Implementation) ..... 48
"Board (BOE)" (DEFINITIONS) ..... 1
BOE-Owned Equipment, Use of ..... 9
Bonus, Master's Degree +45 Semester Hours ..... 55
Building Facilities, Use of ..... 9
Building Level Content Facilitator (COMPENSATION: Department Chairs and Schedule) ..... 59
Building Staff Meetings (CONDITIONS OF EMPLOYMENT) ..... 25

Bulletin Boards, Use of ..... 9
Bus Duty (CONDITIONS OF EMPLOYMENT: Relief Help) ..... 27

-C-

Calendar (CONDITIONS OF EMPLOYMENT) ..... 25
Calendar Day ..... 1, 25
Capping of the Steps on BA/BA+15 Columns ..... 56
Caucus (BARGAINING PROCEDURES: While Negotiations are in Progress) ..... 4
Class Size (CONDITIONS OF EMPLOYMENT) ..... 26
Clause, No Reprisal ..... 88
Committee (EAC), Extracurricular Advisory ..... 32
COMPENSATION ..... 48
Compensation, Additional, For, National Board Certification and Master Teacher, ..... 77
Compensation, Department Chair and Schedule of ..... 59
Compensation, Extracurricular ..... 64
Compensation, Extracurricular Schedule of ..... 65
Compensation, Workers' ..... 16
Complete Agreement (GENERAL) ..... 87
Conditions (LEAVES: Parental Leave) ..... 17
Conditions (LEAVES: Personal) ..... 18
CONDITIONS OF EMPLOYMENT ..... 23
Conferences, Professional Meetings and ..... 14
Conference Time, Preparation/ ..... 25
Consistency with the Law ..... 82
Contents of Personnel File (TEACHER RIGHTS: Personnel Records) ..... 12
Continuing Contracts (CONTRACTS) ..... 29
CONTRACTS ..... 29
Contracts, Limited ..... 29
Contracts, Supplemental ..... 30
Contract Supremacy/Contrary to Law (GENERAL) ..... 87
Contractual Renewals (LEAVES: Parental Leave) ..... 18
Contract Year, MBUs' ..... 23
Criminal Records Check Law (CONDITIONS OF EMPLOYMENT) ..... 28
Criteria and Process, Selection (MENTOR TEACHER PROGRAM) ..... 78

Curriculum Development, Summer School and Tutoring ..... 83

-D-

Day, Length of MBUs' ..... 24
"Days" (DEFINITIONS) ..... 1
Deductions, Payroll ..... 62
Definition (LEAVES: Sabbatical Leave) ..... 19
DEFINITIONS ..... 1
Definitions (GRIEVANCE PROCEDURE) ..... 5
Definitions (MENTOR TEACHER PROGRAM) ..... 78
Dental Insurance (INSURANCE PROVISIONS) ..... 37
Department Chairs and Schedule of Compensation (COMPENSATION) ..... 59
Disability Leave (LEAVES: Extended Illness and/or Disability Leave) ..... 16
Disability Retirement (LEAVES: Extended Illness and/or Disability Leave) ..... 16
Disciplinary Action (CONTRACTS) ..... 31
Disciplinary Action (TEACHER RIGHTS: Right of HEA Representation) ..... 14
Disciplinary Procedures (CONTRACTS) ..... 31-32
Discussion (GRIEVANCE PROCEDURE: Procedure Level One) ..... 7
"District (HCSD)" (DEFINITIONS) ..... 1
Duration of Agreement (GENERAL) ..... 88
Duration of Bargaining Recognition (RECOGNITION) ..... 2
Duty-Free, Uninterrupted Lunch (CONDITIONS OF EMPLOYMENT) ..... 25

-E-

Elective Surgery ..... F
Eligibility (LEAVES: Sabbatical Leave) ..... 19
E-Mail, Use of ..... 9
Employee Assistance Program (EAP) (INSURANCE PROVISIONS) ..... 36
EMPLOYMENT, CONDITIONS OF ..... 23
Entry-Year Teacher (MENTOR TEACHER PROGRAM: Definitions) ..... 78
Equipment and Supplies ..... 27
Equipment, Use of BOE-Owned ..... 9
Evaluation Procedure (TEACHER APPRAISAL/EVALUATION) ..... 40
Evaluation Procedures (CONTRACTS: Continuing Contracts) ..... 29-30
EVALUATION, TEACHER APPRAISAL ..... 39
Extended Illness and/or Disability Leave (LEAVES) ..... 16
Extended Service (COMPENSATION) ..... 56

Extracurricular Advisory Committee (EAC) (CONTRACTS) ..... 32
Extracurricular Compensation (COMPENSATION) ..... 64
Extracurricular Schedule of Compensation (COMPENSATION) ..... 65

-F-

Facilitator (PreK-8), Building Level Content ..... 60
Facilities, Use of Building ..... 9
Fair Share Fee, Right to (HEA RIGHTS) ..... 10
Family and Medical Leave (LEAVES) ..... 23
Federal Mediation and Conciliation Service (FMCS) ..... 5
File, Personnel ..... 13
Formative Assistance (MENTOR TEACHER PROGRAM: Definitions) ..... 78
Full-Time/Part-Time Status Defined (INSURANCE PROVISIONS) ..... 34

-G-

GENERAL ..... 87
Grievance Policy (GRIEVANCE PROCEDURE) ..... 5
GRIEVANCE PROCEDURE ..... 5
"Grievant" (GRIEVANCE PROCEDURE: Definitions) ..... 5

-H-

Health and Safety of Workers (TEACHER RIGHTS: Protection of MBUs) ..... 13
INSURANCE PROVISIONS: Medical Insurance) ..... 35
HEA Representation, Right to ..... 14
HEA RIGHTS ..... 9
Help, Relief ..... 26
HIRING OF RETIREES ..... 86
Hospitalization/Medical Insurance (INSURANCE PROVISIONS) ..... 34

-I-

IT Compensation ..... 70
IEP/504 Plan Development Meetings ..... 81
Illness and/or Disability Leave, Extended ..... 16
"Immediate Family," Definition of (LEAVES: Sick Leave) ..... 21
Impasse (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 5
Implementation (MENTOR TEACHER PROGRAM) ..... 78
Implementation, Procedures for (REDUCTION IN FORCE) ..... 46
Individual Rights (GENERAL) ..... 87
Information (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 3
Inservice Activities (CONDITIONS OF EMPLOYMENT: MBUs' Contract Year) ..... 23
Instructional Days (CONDITIONS OF EMPLOYMENT: MBUs' Contract Year) ..... 23
Instructional Vacancies (VACANCIES AND TRANSFERS: Posting of Vacancies) ..... 33
Insurance, Dental ..... 37
Insurance Fringe Benefits (LEAVES: Extended Illness and/or Disability Leave) ..... 16

Insurance, Life ..... 34
Insurance, Prescription Drug ..... 36
INSURANCE PROVISIONS (Special Provisions) ..... 37
Item Agreement (BARGAINING PROCEDURES: While Negotiations are in Progress) ..... 4
Interschool Mail System, Use ..... 9
Involuntary Transfer (VACANCIES AND TRANSFERS) ..... 34
ISGIT Contract Year (CONDITIONS OF EMPLOYMENT: MBUs' Contract Year) ..... 24
ISGIT Compensation Schedule ..... 71
ISGIT Salary Schedule ..... 74
ISGITs Service Credit ..... 72

-J-

Job Openings ..... 32
Joint Study Committee ..... 4
Jury Duty Leave (LEAVES) ..... 22

-L-

Leadership Team (OTHER PROGRAMS AND PROVISIONS) ..... 84
Leave, Assault ..... 16
Leave, Extended Illness and/or Disability ..... 17
Leave, Family and Medical ..... 24
Leave, Jury Duty ..... 24
Leave, Military ..... 17
Leave of Absence, Parental ..... 18
Leave, Personal ..... 19
LEAVES ..... 16
Leave, Sabbatical ..... 20
Leave, Sick ..... 22
Leave, Witness ..... 24
Length of MBUs' Day (CONDITIONS OF EMPLOYMENT) ..... 26
Level One ..... 7
Level Two ..... 7
Level Three ..... 8
Level Four ..... 8
Life Insurance (INSURANCE PROVISIONS) ..... 36
Limited Contracts (CONTRACTS) ..... 31
LPDC ..... 84
Lunch, Duty-Free, Uninterrupted ..... 28
Lunch Room Duty (CONDITIONS OF EMPLOYMENT: Relief Help) ..... 28
Lunch Time Supervision (CONDITIONS OF EMPLOYMENT: Relief Help) ..... 28

-M-

Mail System, Use of Interschool ..... 9
Major Medical (INSURANCE PROVISIONS: Medical Insurance) ..... 35
Makeup of Teams (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 3

Management Level Employees (Definition of), Supervisor and ..... 2
Management Rights, (GENERAL) ..... 87
Master Teacher, Additional Compensation For ..... 77
Master's Degree +45 Semester Hours Bonus (COMPENSATION) ..... 55
MBUs' Contract Year (CONDITIONS OF EMPLOYMENT) ..... 23
MBUs' Day, Length of ..... 24
MBUs, Protection of ..... 13
MBU, Travel Time/Traveling ..... 26
Media (BARGAINING PROCEDURES: While Negotiations are in Progress) ..... 4
Medical Leave, Family and ..... 23
Medicare (INSURANCE PROVISIONS: Medical Insurance) ..... 36
Meetings and Conferences, Professional ..... 14
Meetings, Building Staff ..... 25
Membership Eligibility (LEAVES: Sick Leave Bank) ..... 21
"Members of the Bargaining Unit (MBUs)" (DEFINITIONS) ..... 1
Mentor Program (OTHER PROGRAMS AND PROVISIONS) ..... 78
Mileage (COMPENSATION) ..... 57
Military Leave (LEAVES) ..... 10
(Minor) First Time Infraction (CONTRACTS: Disciplinary Action) ..... 31
Miscellaneous (GRIEVANCE PROCEDURE) ..... 9

-N-

National Board Certification, Additional Compensation For ..... 77
Negotiations Procedure, Traditional ..... 3
Negotiations Schedule (BARGAINING PROCEDURE: Traditional Negotiations Procedure) ..... 3
NEOEA Day (CONDITIONS OF EMPLOYMENT: MBUs' Contract Year) ..... 24
Nonrenewal/Probationary (CONTRACTS: Nonrenewal/Termination) ..... 31
Nonrenewal/Termination (CONTRACTS) ..... 31
Noon Playground Duty (CONDITIONS OF EMPLOYMENT: Relief Help) ..... 26
No Reprisal Clause (GENERAL) ..... 88
Number of Pay Periods (COMPENSATION) ..... 61

-O-

Orientation Meetings (CONDITIONS OF EMPLOYMENT: MBUs' Contract Year) ..... 24
"ORC" (DEFINITIONS) ..... 1
OTES Core Committee ..... 84

-P-

Parental Leave of Absence (LEAVES: Family and Medical Leave--Conditions) ..... 17
"Parties," (DEFINITIONS) ..... 1
"Part-Time MBUs" (DEFINITIONS) ..... 1
Part-Time Status Defined, Full-Time/ ..... 34
"Party In Interest" (GRIEVANCE PROCEDURE: Definitions) ..... 5
Paychecks (COMPENSATION) ..... 62
Pay Periods, Number of (COMPENSATION) ..... 61

Payroll Deductions (COMPENSATION) ..... 62
Personal Leave (LEAVES) ..... 18
Personal Leave Procedures ..... 19
Personnel Records (TEACHER RIGHTS) ..... 12
Pick-Up (COMPENSATION: Retirement) ..... 70
Police Report (LEAVES: Assault Leave) ..... 16
Policy, Grievance ..... 5
Posting of Vacancies (JOB OPENINGS, VACANCIES AND TRANSFERS) ..... 33
Preparation/Conference Time (CONDITIONS OF EMPLOYMENT) ..... 25
Prescription Drug Insurance (INSURANCE PROVISION: Medical Insurance) ..... 36
Printing of Agreement (GENERAL) ..... 88
Professional Learning Communities (CONDITIONS OF EMPLOYMENT) ..... 28
Probationary Period, Limited Contracts ..... 29
PROCEDURE, GRIEVANCE ..... 5
Procedures to Draw Upon the Bank (LEAVES: Sick Leave Bank) ..... 22
PROCEDURES, BARGAINING ..... 3
Procedures, Disciplinary ..... 31
Procedures, Evaluation ..... 40
Procedures of Implementation (REDUCTION IN FORCE) ..... 46
Procedure, Traditional Negotiations ..... 3
Professional Development ..... 80
Professional Growth (SABBATICAL LEAVE) ..... 20
Professional Meetings and Conferences (TEACHER RIGHTS) ..... 14
PROGRAM, MENTOR TEACHER ..... 78
Progress Reports (BARGAINING PROCEDURES: While Negotiations are in Progress) ..... 4
Proposals ..... 4
Protection of MBUs (TEACHER RIGHTS) ..... 13
PROVISIONS, INSURANCE ..... 34
Provisions, Special (INSURANCE) ..... 37

-R-

Recall List (REDUCTION IN FORCE: Procedures for Implementation) ..... 47
RECOGNITION ..... 2
Recognition, Duration of Bargaining ..... 2
Records Check Law, Criminal ..... 28
Records, Personnel ..... 12
REDUCTION IN FORCE ..... 46
Reinstatement (LEAVES: Military Leave) ..... 16
Reinstatement (LEAVES: Parental Leave of Absence) ..... 18
Release Time (HEA RIGHTS: Rights Granted to the HEA) ..... 9-10
Relief Help (CONDITIONS OF EMPLOYMENT) ..... 26
Reprisal Clause, No ..... 88
"RIF," Definition of (REDUCTION IN FORCE; Procedures for Implementation) ..... 46

RETIREES, HIRING OF ..... 86
Retirement (COMPENSATION) ..... 69
Rights Granted to the HEA (HEA RIGHTS) ..... 9
RIGHTS, HEA ..... 9
Rights, Individual ..... 87
Rights, Management ..... 87
Rights of the Grievant and the HEA (GRIEVANCE PROCEDURE ..... 5
RIGHTS, TEACHER ..... 12
Right to Fair Share Fee, (HEA RIGHTS) ..... 10
Right to HEA Representations (TEACHER RIGHTS) ..... 14

-S-

Sabbatical Leave (LEAVES) ..... 19
Safe and Healthy Workplace ..... 13
Salary Schedule Advancement (COMPENSATION) ..... 54
Salary Schedules (COMPENSATION) ..... 48
School Activities, Admission to ..... 14
School Visits by HEA (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Scope of Bargaining (BARGAINING PROCEDURES: Traditional Negotiations Procedure) ..... 3
Selection Criteria and Process (MENTOR TEACHER PROGRAM) ..... 80
Semester Hours Bonus, Master's Degree +45 ..... 55
Seniority (REDUCTION IN FORCE: Procedures for Implementation) ..... 47
Seniority List (REDUCTION IN FORCE: Procedures for Implementation) ..... 47
(Serious) Infractions (CONTRACTS: Disciplinary Action) ..... 31
Service, Extended ..... 56
Severance Pay (COMPENSATION) ..... 58
Sick Leave (LEAVES) ..... 20
Sick Leave Bank (LEAVES) ..... 21
Special Education Committee ..... 81
Special Provisions (INSURANCE PROVISIONS) ..... 31
Special Needs: IEP/504 Plan Provisions ..... 80
Specialized Health Care Provisions ..... 81
Staff Meetings, Building ..... 25
Statement of Purpose (LEAVES: Sick Leave Bank) ..... 21
Status Defined, Full-Time/Part-Time ..... 34
STRS (COMPENSATION: Retirement) ..... 69
"Substitute" (DEFINITIONS) ..... 1
Substitute Teachers (CONDITIONS OF EMPLOYMENT) ..... 27
Substitute Duty (LEAVES: Parental Leave of Absence) ..... 18
Summer School, Curriculum Development and Tutoring (COMPENSATION) ..... 57
Summer Vacancies (JOB OPENINGS, VACANCIES AND TRANSFERS Posting of Vacancies) .. 32-33
Supervisor and Management Level Employees (RECOGNITION) ..... 2
Supplemental & Additional Compensation Payment Procedure (COMPENSATION) ..... 61
Supplemental Contracts (CONTRACTS) ..... 30
Support Services ..... 81
Suspension (CONTRACTS: Disciplinary Actions) ..... 32

-T-

Tax-Sheltered Annuity (COMPENSATION: Annuities) ..... 63
TEACHER APPRAISAL/EVALUATION ..... 39
TEACHER PROGRAM, MENTOR ..... 78
TEACHER RIGHTS ..... 12
Teachers, Substitute ..... 27
"Teams" (DEFINITIONS) ..... 1
TECHNOLOGY USE ..... 85
Telephones (i.e. Communication Network Equipment), Use of ..... 9
Termination (CONTRACTS) ..... 31
(Term) Life Insurance (INSURANCE PROVISIONS) ..... 34
Time, Preparation/Conference ..... 25
Time Limits (GRIEVANCE PROCEDURE) ..... 6
Traditional Negotiations Procedure (BARGAINING PROCEDURES) ..... 3
Transfer, Involuntary ..... 34
TRANSFER, VACANCIES AND JOB OPENINGS ..... 34
Transfer, Voluntary ..... 33
Travel Time/Traveling MBU (CONDITIONS OF EMPLOYMENT) ..... 26
TUITION ASSISTANCE ..... 84

-U-

Use of BOE-Owned Equipment (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Use of Building Facilities (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Use of Bulletin Boards (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Use of E-Mail (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Use of Interschool Mail System (HEA RIGHTS: Rights Granted to the HEA) ..... 9
Use of Telephones (HEA RIGHTS: Rights Granted to the HEA) ..... 9

-V-

VACANCIES, JOB OPENINGS AND TRANSFERS ..... 32
Vacancies, Posting of ..... 33
Value-Added (A1) MBUs ..... 42
Vision Insurance ..... 37
Voluntary Transfer (VACANCIES AND TRANSFERS) ..... 33

-W-

Well Child Care ..... 40
While Negotiations Are In Progress (BARGAINING PROCEDURES: Traditional) ..... 4
Witness Leave ..... 23
Workers' Compensation (LEAVES: Assault Leave) ..... 15

-Y-

Year, MBUs' Contract ..... 23

**APPENDIX A**

**Hudson City School District**
**Grievance Form – Level ____**
**Grievance No.: ____**

**Name: _____ Assignment: _____**

**Date Received by District: _____ Date of Hearing: _____**

**Section of Master Agreement claimed to have been violated, misapplied, and/or misinterpreted:**

**Statement of Grievance:** _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

**Remedy Requested:** _____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____ _____
**Signature of the Aggrieved** **Date**

**********

**Disposition Rendered:**

_____
_____
_____
_____
_____

_____
**Signature of Person Rendering Disposition** **Date: _____**

**Date Received by Grievant: _____**

**I hereby request/do not request that the grievance be forwarded to Level _____.**
**(If "request," next level form must be attached.**

**Signature of Grievant: _____ Date: _____**

**APPENDIX B**

**Hudson City School District**
**Assault Leave Form**

Employee's Name:_____ Date: _____

Employee Number: _____ School: _____

Date of Assault: _____ ☐ Accident Report completed

Written Statement:

| |
|---|
| |

Medical Attention was _____ or was not _____ required

(please mark with an X).

If medical attention was necessary, complete the following:

Print Name of Physician: _____
(Attach any necessary certifications from physician stating nature of the disability and duration)

Office Address: _____

Assault leave was taken (date/s): _____

# of Work Day/s _____ and/or# of Hours _____

Assault leave is being requested in accordance with ORC 3319.143 and/or the Negotiated Agreement.

Employee's Signature _____

Supervisor's Signature_____

Superintendent or Designee's Signature _____

cc: Pupil Services
Business Office
Human Resources

## HUDSON CITY SCHOOL DISTRICT
## Sick Leave Bank Application

Name _____ School _____
Home Address
_____
Home Phone _____ City Zip

Employment Status:
Part-time _____ Full-time _____

Before applying for the Sick Leave Bank, you must meet the following criteria:

Used or will have used all sick days: _____ yes _____ no

Last paid sick day (check with payroll): _____

Supplied a Physician's Statement: _____ yes _____ no

Understand and agree to how the school district will use and disclose medical information:
_____ yes _____ no
Current member of Sick Leave Bank: _____ yes _____ no

After completing the above qualifications:
First day to miss work for this absence _____
Number of days requesting (not to exceed thirty (30) days)
Sick Leave Bank days should begin _____/_____/_____
month day year

The above requested days are needed for the following reason:

A statement from my physician is also attached.

Applicant Signature: _____ Date: _____

*Return this form to Sick Leave Bank Committee Chairperson*

**********

Approved _____ Disapproved _____Effective Date: _____

_____ _____
Sick Leave Bank Committee Chairperson Administrative Representative

**HUDSON CITY SCHOOL DISTRICT**
**Sick Leave Bank Application**
**Attending Physician's Statement**

Patient's Name (please print):
_____

Nature of Sickness or Injury:
_____

Dates of
Treatment:_____

Give dates hospitalized, if any, and name and address of hospital:

Date admitted: _____ Date discharged: _____

Hospital Name: _____ Address: _____

To your knowledge, what is the earliest date this patient was treated for this condition?

How long was or will the patient be unable to work?
Date the patient able to return to work:

Is the patient still under your care? yes _____ no _____

Physician Signature: _____ Date: _____

Print Physician Name: _____

Address: _____ City: _____ Phone: _____

Return to Sick Leave Bank Committee
c/o Office of Human Resources, 76 N Hayden Pkwy
Hudson, Ohio 44236
330-653-1369
330-653-1474 (FAX)

**HUDSON CITY SCHOOL DISTRICT**
**Sick Leave Bank Application**

**This form must be completed after using Sick Leave Bank Days**

(Appropriate form/s, including Family Medical Leave Form
and absence forms must also be completed for entire period of absence)

Complete the personal information and forward this form to Payroll. Payroll will complete the Usage of Sick Leave Bank Days and return the form to you. Sign the form and send it to the Sick Leave Bank Committee Chairperson via Human Resources.

Name: _____ Employee#: _____

School:_____
Home
Address:_____
City Zip
Home Phone: _____

Usage of Sick Leave Bank Days:

First day to miss work for this absence: _____

Sick Leave Bank days began: _____
(date)
Last Sick Leave Bank day used: _____
(date)
Total number of days used: _____

Payroll Designee Signature: _____ Date: _____

Employee Signature: _____ Date: _____

## New to District Evaluation Scenarios

| Scenario | Evaluation Cycle |
|---|---|
| New to District and new to the Profession | Full evaluation for a minimum of the first three years in District. |
| New to the District and 1 year in the Profession. | Full evaluation for a minimum of the first two years in the District and then eligible for off-year cycle if final summative rating is Accomplished or Skilled. |
| New to the District and 2 years in the Profession | Full evaluation for a minimum of the first year in the District and then eligible for off-year cycle if final summative rating is Accomplished or Skilled. |
| New to the District and at least 3 years in the Profession | Full evaluation for a minimum of first year in the District and then eligible for off-year cycle if final summative rating is Accomplished or Skilled. |

Note: If an MBU is applying for continuing contract status, a full evaluation will be conducted during the year that continuing contract status is being considered.

***Please go to the Human Resources page on the Hudson intranet to access additional evaluation information, including all resources and forms.***

# APPENDIX E

## Improvement Plans

Improvement plans can also be found on the Human Resources page on the Hudson intranet or on the Ohio State Board of Education website at www.sboe.ohio.gov.

## Improvement Plan

| Teacher Name | Grade Level and 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) |
|---|---|---|---|
| | | | |

March 2023

Ohio State Board of Education

**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: Signature Date:

Evaluator's Signature: 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 and Subject |
|---|---|---|
| | | |
| **School Year** | **Building** | **Date of Improvement Plan Conference** |
| | | |

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 the 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: Signature Date:

Evaluator's Signature: Signature Date:

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

## Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

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

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

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

| Goal(s) | Level of Performance<br>Specifically Describe Successful Improvement Target(s) | Starting Date | Ending Date |
|---|---|---|---|
| | | | |

## Improvement Plan (continued)

### Section 3: Specific Plan of Action

| Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan. | |
|---|---|
| Actions to be Taken | Sources of Evidence that Will Be Examined |
| | |

### Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

## Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- ☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
- ☐ Continue with the Improvement Plan for a specified amount of time. Date:
- ☐ Recommend dismissal.

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

**APPENDIX F**

## ARTICLE X. INSURANCE PROVISIONS

Effective July 1, 2025, through December 31, 2025

### 10.01 FULL-TIME/PART-TIME STATUS DEFINED

For purposes of this Article only, the term "full-time" shall mean MBUs on full salary for the MBU's class and step. "Part-time" MBUs are those whose assignment is expressed as a percentage of full-time. Those MBUs whose assignment is less than .5 time do not receive the insurance benefits outlined in this Article, with the exception of 10.03 M (Employee Assistance Program). Those whose part-time assignment is .5 time or greater receive benefits as outlined below.

### 10.02 LIFE INSURANCE

All full-time MBUs will be provided with a minimum of Twenty Thousand Dollars ($20,000) of Convertible Term Life Insurance with Accidental Death and Dismemberment benefits, or an amount equal to each full-time MBU's annual base salary expressed to the nearest One Thousand Dollars ($1,000), whichever is greater. Part-time MBUs will be provided with either a minimum of Ten Thousand Dollars ($10,000) of Convertible Term Life Insurance, including Accidental Death and Dismemberment benefits, or an amount equal to each part-time MBU's annual base salary expressed to the nearest One Thousand Dollars ($1,000), whichever is greater. Premiums for such life insurance coverages will be paid by the BOE. The BOE shall allow individual MBUs to purchase additional amounts of coverage through payroll deduction, provided the number of MBUs electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company and such coverage is available through the insurance carrier providing the foregoing coverage.

### 10.03 MEDICAL INSURANCE

**A.** The BOE agrees to provide Medical Insurance essentially equal to the coverage currently in effect in the HCSD. The HEA shall be provided a certified copy of the insurance contract specifically outlining detailed coverage provisions and any changes or revisions thereof.

**B. Premium Costs**

The Board will pay eighty-four percent (84%) of the premium share and the employee will pay sixteen percent (16%) of the premium share, effective July 1, 2017, for the following coverages: single; employee and spouse; employee and dependent children; and family (employee, spouse and dependent children). Effective January 1, 2018, any MBU who chooses not to participate in each of the four aspects of the Wellness Program outlined in 10.07 will pay an eighteen percent (18%) premium share for the subsequent calendar year. Employees who

do not choose to participate in the Wellness Program in any given year of this Negotiated Agreement have the opportunity to participate in the Wellness Program during the following year of this Negotiated Agreement and the rate of the employee's premium share will return back to the reduced rate of sixteen percent (16%) if proof of participation is provided. For example, if an employee does not participate in the Wellness Program in the calendar year 2017 (i.e., January 1, 2017 through December 1, 2017) then the employee's premium share will increase from sixteen percent (16%) to eighteen percent (18%) effective January 1, 2018. If the employee chooses to participate in Wellness Program the subsequent calendar year (i.e., January 1, 2018 through December 1, 2018) then the employee's premium share will be reduced back to sixteen (16%) effective January 1, 2019.

Part time MBUs selecting single coverage will pay the same annual premium as full time MBUs. For part time MBUs selecting other coverage, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (i.e., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

**C. Deductible/Co-Pay**

The plan shall contain an annual deductible amount of Two Hundred Dollars ($200.00) per individual and/or Four Hundred Dollars ($400.00) maximum per family. After payment of the annual deductible, the benefits under the Medical Insurance Plan shall be paid on an eighty percent/twenty percent (80%/20%) coinsurance basis of the reasonable and customary charges for all Hospitalization and Major Medical covered expenses for in-network charges. Out-of-network charges shall be paid seventy percent/thirty percent (70%/30%). In a calendar year, the coinsurance will change to one hundred percent (100%) whenever an MBU's deductible is met and copayment(s) exceed Five Hundred Dollars ($500.00) for single coverage or One Thousand Dollars ($1,000.00) for family coverage in expenses for either the MBU, covered dependents, or both in combination.

**D.** Any MBU or covered dependent who reaches age sixty-five (65) during the life of this Contract shall have the option to continue the medical coverage then in effect or to select medical coverage under Medicare. If the BOE-provided coverage is continued, it shall be the primary payer of medical benefits and Medicare shall be secondary. If Medicare is selected as primary, there shall be no secondary coverage paid by the BOE. In most cases, it is to the MBU's advantage to continue BOE-provided coverage. This provision constitutes the notification to members required by the Equal Employment Opportunity Commission rules, and no further notification shall be made by or required of the BOE.

**E.** The Board will provide access to flu shots on-site at no cost to the MBU.

**F.** Coverage will also include one (1) hearing aid per ear, capped at $2,000 every two (2) years.

**G.** Open enrollment for the Plan will occur in November of each year to take effect on January 1. Once the plan has been selected, that plan shall remain in effect until the end of the calendar year. However, if a qualifying event occurs, the MBU will be able to enroll or make changes to the Plan.

An MBU who elects to not participate in the District's medical coverage shall receive an annual payment of Four Hundred Fifty Dollars ($450.00) in April of the following year. This amount will be prorated for new hires.

**H.** A husband and wife, both working for the BOE, may not both elect family coverage. One will receive coverage as the MBU and the other shall be covered as a dependent. The MBU's spouse covered as a dependent shall be eligible for reimbursement to opt out of the medical insurance Plan. Nothing in this Section shall be construed to prevent a MBU or spouse from maintaining an independent, personal, private health or accident insurance plan.

**I.** Elective surgery will be covered at fifty percent/fifty percent (50%/50%) coinsurance unless the following conditions are met:

1. The member or covered dependent must obtain a second medical opinion from a licensed practitioner of his/her choice. The opinion does not need to confirm the need for the elective surgery but must be available for evaluation by BOE.

2. The practitioner performing the surgery must submit in advance to the carrier, on a form provided by the carrier, a request for predetermination of the length of the hospital stay. Upon receipt of this determination, the plan will cover only those days unless there are unforeseen complications certified by the practitioner.

3. Hospitalization coverage shall not provide any benefits for Friday or Saturday prior to surgery unless the surgery is scheduled on Monday.

4. Nothing in this provision shall apply to emergency surgery recommended by a licensed practitioner.

**J. Prescription Drug Insurance**

1. <u>Pharmacy</u>

The BOE agrees to provide for the MBU or covered dependent(s) prescription drug insurance, with co-pays as prescribed below. In a calendar year, the coinsurance will change to one hundred percent (100%) whenever the prescription drug co-pays, as prescribed below, exceed Five Hundred

Dollars ($500.00) for single coverage and One Thousand Dollars ($1,000.00) for family coverage.

Effective January 1, 2018, prescription drug insurance co-pays will be:

| | |
|---|---|
| Generic | $25.00 |
| Preferred | $30.00 |
| Non-Preferred | $40.00 |

Also, effective January 1, 2018, where generic is available, the member will be required to take generic unless the physician indicates on the prescription that formulary or legend are medically necessary.

2. Mail Order Maintenance Drugs

The BOE agrees to provide for the MBU or covered dependent for maintenance drugs through a Mail Order Maintenance Drug Service provider, with co-pays as prescribed below. In a calendar year, the co-insurance will change to one hundred percent (100%) whenever the prescription drug co- pays, as prescribed below, exceed Five Hundred Dollars ($500.00) for single coverage and One Thousand Dollars ($1,000.00) for family coverage

Effective January 1, 2018, mail order co-pays will be:

| | |
|---|---|
| Generic | $50.00 |
| Preferred | $60.00 |
| Non-Preferred | $80.00 |

Also, effective January 1, 2018, after a member has three (3) fills of a particular maintenance medication at a retail pharmacy, all future prescription refills for that medication must be obtained through mail order. This requirement does not apply to medications requiring a signature for receipt or to medications that cannot otherwise be delivered via mail.

**K.** Well child care shall be provided and shall include scheduled immunizations and office visits for eligible dependent children from birth to age 18. This benefit will be provided consistent with other medical benefits.

**L. Preventive Care**

The health care shall provide for the following preventive services at the payment percentage listed in the Schedule of Coverage after satisfaction of the calendar year deductible.

2. One (1) routine papanicolaou (PAP) smear per calendar year for women over the age of 18.

3. One (1) routine mammogram for women age 35-39, every two (2) years for women age 40-50, and every year for women over 50 years of age.

4. Charges incurred once every three (3) years for pathology, X-ray or radiology services rendered to detect prostate cancer for men over the age of 40.

5. Charges incurred once every three (3) years for the pathology, X-ray or radiology services rendered to detect colon or rectum cancer for men or women over the age of 40.

6. The Board shall pay the reasonable and customary cost, not to exceed $250.00 per occasion, of a periodic physical examination to be performed by a practitioner of the MBU's choice with the following frequency: Employees under 40 years old, once between the 33rd and 37th birthday; employees between 40 and 50, once every three years; employees over 50, once every two years or annually if recommended by MBU's doctor.

### M. Employee Assistance Program (EAP)

The HCSD will provide an Employee Assistance Program (EAP) for MBUs who are experiencing personal difficulties. The purpose of the program is to assist MBUs in obtaining help to resolve such problems in an effective and confidential manner. This program recognizes that the primary obligation is to seek assistance and to resolve the problem rests with the MBU.

All MBUs of the HCSD are eligible for this benefit regardless of full-time/part-time status.

## 10.04 DENTAL INSURANCE

The Board will pay eighty-five percent (85%) of the premiums share and the employee will pay fifteen percent (15%) of the premium cost for any coverage chosen.

For part time MBUs, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (i.e., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

### A. Dental Insurance Option 1 - Delta Dental "High" Plan

The BOE will provide Dental Insurance coverage equal to the Delta Dental Plan High Plan [100/80/60/60% co-insurance; Twenty-Five Dollar ($25.00) deductible single, Fifty Dollar ($50.00) deductible family; Two Thousand Five Hundred Dollar

($2,500) calendar year maximum; Two Thousand Five Hundred Dollars ($2,500.00) Orthodontia lifetime maximum].

**B. Dental Insurance Option 2 - Delta Dental "Low" Plan**

The BOE will provide dental insurance coverage equal to the Delta Dental Low Plan [Class "A" procedure deductibles none, payment percentages are 100%; Class "B" procedure deductibles are Twenty-Five Dollars ($25.00) per individual and Fifty Dollars ($50.00) per family, payment percentages are 100% of "Dental Schedule Amount;" Class "C" procedure deductibles are Twenty-Five Dollars ($25.00) per individual and Fifty Dollars ($50.00) per family, payment percentages are 100% of "Dental Schedule Amount," One Thousand Five Hundred Dollar ($1,500) calendar year maximum for Class "A," Class "B," and Class "C" procedures combined; One Thousand Dollar ($1,000) Orthodontia lifetime maximum.]

## 10.05 VISION INSURANCE

**A.** The BOE shall offer a plan of vision insurance. The Board will pay eighty-five percent (85%) of the premiums share and the employee will pay fifteen percent (15%) of the premium cost for any coverage chosen.

For part time MBUs, the MBU will pay the same annual premium as full time MBUs plus the prorated portion of the remainder of the premium based upon the percentage assignment of the MBU (i.e., a 50% MBU member will pay the applicable premium plus 50% of the remainder of the premium).

**B.** A summary of vision insurance benefits, together with co-pays and premium costs, is contained at Appendix F.

## 10.06 SPECIAL PROVISIONS

**A.** All insurance coverages except life insurance, here listed, shall be provided single or family coverage at the option of the MBU.

**B.** All insurance provisions extend year-round for all MBUs. Full BOE-paid insurance provisions will extend to the end of the month in which the employee either retires, or voluntarily resigns, with the exception of MBUs who are rehired retirees. Pursuant to Article 17.05, insurance provisions shall extend year-round, so as to include insurance coverage for rehired retirees during the summer months when school is not in session. The BOE shall cease to offer insurance coverage through the summer months to retirees if a retiree is not rehired for the succeeding school year.

**C.** Those MBUs who retire or voluntarily resign shall have the right to receive their total payment of salary in the month in which they retire or voluntarily resign.

**D.** The BOE will offer a Flex 125 plan to all employees. The BOE agrees to pay all costs for MBUs who enroll in the plan.

**E.** Claims for mental/substance abuse conditions are processed on the same basis as any other illness.

## 10.07 WELLNESS INITIATIVE

**A.** The premium share for an MBU is sixteen (16%) percent if the MBU participates in each of the following aspects of the wellness program: (1) an annual Body Mass Index (BMI); (2) an annual physical examination; (3) an annual health risk assessment; and (4) annual professional development related to the District's insurance program. Effective January 1, 2018, any MBU who chooses not to participate in each of the four aspects of the wellness program outlined above will pay an eighteen (18%) premium for the subsequent calendar year.

**B.** The Board will provide opportunities for MBUs to participate in the wellness program on site at no charge and will consider documentation of participation from January 1 to December 1 to satisfy the wellness components.

The Insurance Committee will study functional medicine and an onsite minute-clinic with nurse practitioner.

**APPENDIX G**

**LEGACY DOCUMENT**

## 4.02 RIGHT TO FAIR SHARE FEE

**A.** Fair share fee applies to current members of HEA as of May 1, 2009 and to new hires for 2009-2010 school year and thereafter, but not to current bargaining unit members who were not members of HEA as of May 1, 2009.

**B.** Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Hudson Education Association, a fair share fee for the Union's representation of such non-members during the term of this contract.

**C.** 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 of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 30th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

**D.** Schedule of Fair Share Fee Deductions

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

Sixty (60) days employment in a bargaining unit position or

January 15th

**E.** Transmittal of Deductions

The employer 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.

**F.** Procedure for Rebate

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not

join the Union 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.

**G.** Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

**H.** Indemnification of Employer

The HEA on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost of liability incurred as a result of the implementation an enforcement of this provision provided that:

1. The employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The HEA shall reserve the right to designate counsel to represent and defend the employer;

3. The employer agrees to (1) give full and complete cooperation and assistance to the HEA and its counsel at all levels of the proceeding, (2) permit the HEA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the HEA or its affiliates' application to file briefs amicus curiae in the action;

4. The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**APPENDIX H**

**NON-PARTICIPATION ELECTION**

## NON-PARTICIPATION ELECTION

An MBU who elects to not participate in the District's medical coverage shall receive an annual payment of Four Hundred Fifty Dollars ($450.00) in April of the following year. This amount will be prorated for new hires.

For employees who are both employed by the District, if an MBU's spouse is covered as a dependent, the spouse shall be eligible for reimbursement to opt out of the medical insurance plan in accordance with this Appendix H. Nothing in this Section shall be construed to prevent an MBU or spouse from maintaining an independent, personal, private health or accident insurance plan.