Tue, 09/16/2025 04:31:22 PM SERB

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MASTER AGREEMENT

BETWEEN THE

HAMILTON LOCAL EDUCATION ASSOCIATION

AND THE

HAMILTON LOCAL BOARD OF EDUCATION

July 1, 2025 through June 30, 2028

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ARTICLE 1
NEGOTIATIONS AGREEMENT

A. Recognition

1. The Hamilton Local Board of Education, hereinafter referred to as “the Board” or the “Board of Education,” recognizes the Hamilton Local Education Association/OEA/NEA, hereinafter referred to as “the Association” or the “HLEA,” as the sole and exclusive representative of all the members of the bargaining unit, hereinafter referred to as “members” or “unit members” or “bargaining unit members” or "employees."

2. For purposes of recognition and negotiations, the term “bargaining unit” shall mean the certificated/licensed teaching employees, including certificated/licensed classroom teachers, guidance counselors, reading teachers, speech and hearing therapists, librarians, nurses, tutors and all other certificated/licensed employees whose position does not require supervisory duties. Excluded from the unit are the Superintendent and Assistant Superintendents, Principals and Assistant Principals, Administrative Directors, administrative office employees whose position requires a certificate/license in supervision or administration, other administrative and supervisory personnel, and casual day-to-day substitutes.

3. The Hamilton Local School District shall hereinafter be referred to as the "District."

B. Areas for Discussion and Agreement

1. This recognition constitutes an agreement between the Board and the Association to provide the framework to reach mutual agreement regarding matters related to salary, hours, and the terms and conditions of employment for members of the bargaining unit, and the continuation, modification, or deletion of the provisions of this Agreement.

2. Good faith requires that the Board and Association be willing to react to each other’s proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

C. Bargaining Procedures

1. The Board and the Association shall each designate a bargaining team of up to five, not including one legal representative per party and the HLEA President. All bargaining shall be conducted exclusively between the teams.

2. Not less than sixty (60) days prior to the expiration date of the existing Agreement, either party may notify the other of a desire to commence bargaining. Within thirty (30) days, unless there is a mutual agreement otherwise, the parties shall meet and submit issues proposed for discussion. The bargaining agenda will be set at this initial meeting and no additions shall be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties.

3. Time Limits:

    a. Either party may call caucuses during negotiations.

    b. Bargaining sessions shall last a maximum of eight (8) hours.

    c. These limits may be modified by mutual agreement.

4. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

5. Either party may call upon professional or other consultants to assist in negotiations for informational purposes. The expense of such consultants shall be borne by the party requesting them.

6. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Board of Education and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board of Education and the Association for approval. Following approval by both parties, the Agreement shall be binding on both parties.

7. Resolving Differences:

    a. In the event there are proposals that have not been resolved in negotiations between the parties, either party may declare impasse. The expiration date of the contract shall be extended through the mediation process. Upon the declaration of impasse by either party, any unresolved issues shall either be withdrawn by the proposer or considered at impasse and submitted to mediation. If the designated representatives of the Board and the Association are unable to agree upon the selection of a mediator within five (5) calendar days, all unresolved issues shall be submitted to federal mediation within ten (10) calendar days.

    b. If, after a minimum of fifteen (15) calendar days, mediation has not resolved the differences, the Association shall have the right to proceed under Ohio Revised Code (ORC) Section 4117.14(D)(2).

c. The expenses of the mediator shall be shared equally by the parties.

d. Mediation may extend beyond the expiration date of the contract only with the mutual consent of the parties.

e. The parties intend for this dispute resolution procedure to supersede and take the place of the impasse procedure contained in ORC Chapter 4117.

8. Change in Applicable Law

a. In the event there is a change in any applicable state law, which would invalidate any negotiated policy, the parties will meet to negotiate any necessary change relative to the affected policy only.

b. In the further event that the legislature mandates enactment of a negotiable policy, the parties will initiate negotiations within thirty (30) days of the effective date of such legislation. Upon commencement of negotiations, the applicable procedures of this Agreement shall be followed.

c. Inability to Reach Agreement – If the parties fail to reach agreement over the affected provision within 30 calendar days after the initial bargaining session, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or, if mutually agreed, an alternate mediation service, for a mediator. If there is a fee for such mediation, the costs shall be split equally between the parties. The parties pledge to make reasonable efforts in good faith to reach agreement on the unresolved issue(s) within thirty (30) calendar days of the initial mediation session (which timeline may be extended by mutual agreement). Neither party waives any legal remedy that it may have if mediation does not resolve the issue(s) in question.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an event or condition which violates the existing terms and conditions of employment of a unit member, group of unit members, or the Association and/or the interpretation, meaning, or application of any of the provisions of the negotiated agreement.

2. A grievant may be any unit member or group of unit members, or the Association.

3. For the purposes of this Article, a day is defined as a normal workday in which unit members are required to be in attendance.

4. The immediate supervisor is the lowest level administrator having authority to adjust the grievance.

5. Informal Level - Before a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor as defined above.

6. "Superintendent" shall mean Superintendent or Deputy Superintendent.

B. Procedure

At any level or step, the grievant shall have the right to an Association representative of his/her choice. Any level or step of the grievance procedure shall not be delayed more than one (1) day due to the availability of the Association representative of choice unless mutually agreed to between the parties.

1. Step 1-Immediate Supervisor: Within ten (10) days after the Informal Level step above, the grievant must present the grievance in writing on the mutually agreed upon form (attached as Appendix E) electronically to his/her immediate supervisor. If the written grievance is not filed within twenty-five (25) days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

   If the grievance is not within the jurisdiction of the immediate supervisor, the grievant may file the written grievance at Step 2.

   The written grievance shall include a clear statement of the facts causing the grievance. It shall include a reference to the specific provision of the memorandum, contract, policy rule or regulation allegedly violated, misinterpreted or misapplied.

Within ten (10) days after receiving the grievance, the immediate supervisor shall communicate an electronic written decision to the grievant.

2. Step 2-Superintendent: In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate grievance form within ten (10) days to the Superintendent.

   At this step, a hearing shall be held within ten (10) days from receipt of the appeal. An electronic written decision shall be issued to all parties within ten (10) days after hearing the appeal.

3. Step 3-FMCS Mediation: In the event the grievant and the Association are not satisfied with the decision at Step 2, the Association may, within ten (10) days after receipt of the Superintendent's disposition, submit a request electronically to the Superintendent for Federal Mediation and Conciliation Service (FMCS) mediation or another mutually agreed upon mediator/mediation service. The parties shall participate in grievance mediation, which shall be held as soon as practicable in accordance with the mediator's availability. If there is a fee for such mediation, the costs shall be split equally between the parties.

4. Arbitration: In the event the grievant and the Association are not satisfied with the results of Step 3, the Association may submit a request in writing electronically that the grievance be submitted to binding arbitration. The request shall be made within ten (10) days of the final mediation session at Step 3. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the American Arbitration Association (AAA). If the parties are unable to select an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the AAA. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the AAA.

   The cost of arbitration shall be borne equally by the Board and the grievant. The Arbitrator shall have no power to alter, amend, or change any of the terms of this Agreement. The decision rendered by the arbitrator shall be final and binding upon the parties.

C. Unit Member Processed Grievance

A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of HLEA as long as the adjustment is not inconsistent with the terms of this Agreement and HLEA is present at the time of adjustment. HLEA shall be provided copies of any grievance filed by unit members directly and any responses by the District. A unit member shall not have the authority to forward a grievance to arbitration without the concurrence of the Association.

D. Timelines

Any grievance not advanced to the next step within the time limits shall be null and void. Failure of the administration or Board to render a decision within the time limits shall automatically advance the grievance to the next step.

ARTICLE 3.1
TEACHER AND SCHOOL COUNSELOR EVALUATION

A. Objectives

1. To assist teachers, counselors, and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth and to help unit members improve their performance.

2. To establish goals and procedures for professional development.

3. To provide information for recommendations regarding contract status.

4. To assess a unit member's work performance.

B. Definitions

1. Evaluation Procedure: The procedural requirements are set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111, 3319.112, and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 and the framework for the evaluation of school counselors under section 3319.113 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

   Ohio School Counselor Evaluation System (OSCES): The school counselor evaluation system that is codified under section 3319.113 of the Ohio Revised Code.

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

4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation and school counselor evaluation procedures. The evaluation factors for teachers being evaluated under OTES 2.0 include the walkthroughs, observations, and any/all other components required by the Ohio Revised Code. The two factors for school counselor evaluation are student outcomes and counselor performance.

5. Teacher or Counselor Performance: The assessment of a teacher's or school counselor's performance resulting in a performance rating. As an evaluation factor, the teacher or school counselor performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating of Accomplished, Skilled, Developing, or Ineffective. School counselor performance results are reported as a school counselor performance rating of Accomplished, Skilled, Developing, or Ineffective. Accomplished is the highest rating and Ineffective is the lowest rating.

6. Evaluation Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle. For teachers, the final holistic evaluation rating is assigned at the conclusion of the evaluation cycle. For counselors, the individual performance rating is combined with student metrics to reach the evaluation rating. Each completed evaluation will result in the assignment of a teacher/school counselor to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

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

8. Evaluation Instrument: The process and forms used by the evaluator. The forms or instruments are located in Appendix C to this agreement for teacher evaluation and school counselor evaluation. Forms will be used as provided by ODE as of July 1, 2021. Any change to the ODE forms shall be subject to review by the Evaluation Committee. If the Evaluation Committee is in agreement with the changes, then the changes shall be incorporated into this Agreement upon ratification of the Association and approval by the Board.

9. Evidence – Information collected by the evaluator as part of the Evaluation Procedure and/or information provided to the credentialed evaluator by the unit member to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples..

10. Ohio Evaluation System (OhioES) – The electronic system used by the District to electronically report to ODE aggregate final, summative evaluation ratings. The District shall report the number of unit members for whom an evaluation was conducted and the number of unit members assigned to each evaluation rating. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

11. High-Quality Student Data (HQSD): Quantitative information, derived from instruments(s) rigorously reviewed and approved by locally determined education experts (as determined by the HQSD Committee), which provides evidence of student learning that can be directly attributable to the teacher being evaluated. HQSD is data that:

    a. Aligns to learning standards
    b. Measures what is intended to be measured
    c. Does not offend or be driven by bias
    d. Is attributable to a specific teacher for course(s) and grade level(s) taught
    e. Demonstrates evidence of student learning (achievement and/or academic growth)
    f. Follows protocols for administration and scoring
    g. Provides trustworthy results

12. Coaching Plan: A written coaching plan is to be developed at any time when an educator has demonstrated deficiencies in any component of the evaluation system. A deficiency is defined as a rating of ineffective or developing in any component of the rubric.

13. Improvement Plan: A written plan developed by the evaluator, utilized when a teacher/counselor receives a summative/holistic rating of Ineffective. The evaluator will take into consideration any input from the teacher when developing the improvement plan.

14. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of ineffective for three (3) years during any five (5) year period.

15. Professional Growth Plan: A written plan, self-directed or developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified by the unit member.

16. Value Added Progress Dimension – A calculation designed to estimate the influence that school districts and buildings have on the academic progress rates of student populations from year to year. Specifically, the calculations measure District and school Value Added effects for each subject and grade tested. The Value Added Progress Dimension is provided by a third-party and not calculated at the District level.

17. Walkthrough – An informal observation of at least four (4) consecutive minutes, but not more than twenty (20) consecutive minutes in duration.

C. Application

1. The teacher evaluation procedure contained in Article 3.1 applies to teachers issued licenses under RC 3319 or a permanent certificate issued under former

RC 3319.22, and who spend at least 50% of their time providing student instruction. Additionally, Article 3.1 shall apply to school counselors.

2. Unit Members who are not covered in Article 3.1 shall be evaluated using the procedure in Article 3.2.

D. Evaluators

1. An evaluator shall be a credentialed contracted administrator of the District.

2. An evaluator shall not be a bargaining unit member.

3. It will be a mutual goal that the immediate supervisor be the primary evaluator. If the unit member reaches the Accomplished rating, they may select their own evaluator from a list of District-approved evaluators within the teacher's assigned building.

4. In the event a unit member performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluating administrator.

5. When entering information into OhioES, the District shall have the ability to designate both a primary and secondary evaluator for each bargaining unit member.

   a. The secondary evaluator shall only become involved in the evaluation of a unit member if the primary evaluator becomes incapacitated or is on leave from the District for more than twenty (20) consecutive workdays. In this situation, the secondary evaluator shall become the primary evaluator of the unit member.

   b. If either the primary or secondary evaluator is incapacitated or on leave from the District for more than twenty (20) consecutive workdays, the parties shall meet to mutually agree upon the evaluator who shall be designated as the primary evaluator for unit members who are on a less frequent evaluation cycle.

6. An evaluator shall be under contract with the Board pursuant to section 3319.01 or 3319.02 of the Revised Code and holds a license designated for being a superintendent, assistant superintendent, principal, administrative specialist, or supervisor issued under section 3319.22 of the Revised Code.

7. Not later than September 15 of each year, or in the case of a new unit member, within thirty (30) days of the first day worked, each unit member shall be notified in writing of the name and position of his or her primary and secondary evaluator.

E. Evaluation Committee

1. The Association and the Board agree to establish a joint Evaluation Committee for the purpose of reviewing Articles 3.1 and/or 3.2, procedure and process, including the off-cycle year(s) and the evaluation instrument, for the evaluation of teachers in the District and to review the effectiveness of Articles 3.1 and/or 3.2, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. Upon request by either the Board or the Association, and not more than one (1) time during the term of the contract, a mutually agreed upon third party neutral shall train all Committee members on consensus and committee operation. Additionally, the Committee shall not meet when any of the requirements of the Committee Operation as outlined in 3 below have not been met. If training is requested, the Board and Association shall meet to determine when the training is held, but the training will not be held during a student day. If there is a fee for such training, the costs shall be split equally between the parties.

2. Committee Composition

    a. The committee shall be comprised of between five (5) and seven (7) Association members appointed by the Association president and between five (5) and seven (7) administrators appointed by the Superintendent or designee.

    b. Committee members shall be representative of elementary school, intermediate school, middle school, high school, and specialty areas (e.g., music, art, special education).

3. Committee Operation

    a. A committee member from the Association and a committee member from the Board shall chair the committee jointly.

    b. The committee will establish meeting dates and times.

    c. The co-chairpersons of the committee will develop committee agendas jointly.

    d. All recommendations of the committee will be achieved by consensus.

    e. The committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of the meeting.

f. The committee will select an individual to act as the official recording scribe for that meeting.

g. Committee meeting minutes will be distributed to committee members, Association President and Superintendent within ten (10) work days following meetings of the committee.

h. The committee shall be authorized to utilize consultant(s).

4. Committee Authority

a. The committee is responsible for reviewing and recommending changes to Articles 3.1 and/or 3.2, procedure and process, including the off-cycle year(s) and the evaluation instrument, for teacher evaluation.

b. If either party wishes to consider any change or revision to the evaluation procedure or process contained in Article 3.1, including the off-cycle year(s) and the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument the recommendation shall be subject to ratification by the Board and the Association.

c. This committee shall not limit the areas for discussion and agreement, by the Association or the Board, as contained in Article 1.

F. Orientation

A unit member newly employed or one reassigned after the beginning of the work year shall be notified of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

G. Training

1. Training on the evaluation procedure will occur annually for unit members new to the District and shall include the tools, processes, methodology, and the use of student growth measure data or student metrics.

2. Each unit member shall have access to written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

3. Evaluation instrument training shall be presented to unit members not later than September 30, or in the case of a unit member employed after September 30, not later than thirty (30) days after initial employment with the District.

H. Schedule for Evaluation

1. No observations or conferences will be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break, or the day before or after District testing (when such testing is a District Assessment, mid-term, or final exam in the unit member's subject area) and/or standardized testing (when such testing is occurring for a majority of the unit member's students or in the unit member's assigned workspace).

2. The evaluation shall be completed no later than the first day of May, and the unit member being evaluated shall receive a conference and a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

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

I. Criteria for Performance Assessment

1. A unit member's performance shall be assessed based on the criteria set forth in the evaluation instrument.

2. A unit member's evaluation shall be based on evidence gathered in a variety of avenues: professional growth or improvement plans, formal observations, walkthroughs, conferences, and evidence of practice.

J. Required Evaluation Components

1. Full Evaluation Cycle

a. Professional Growth Plan or Improvement Plan

b. Two (2) formal observations, one of which shall be a formal holistic observation, and one of which shall be a formal focused observation. Each observation shall be preceded by a pre-observation conference and followed by a post-observation conference.

c. Classroom Walkthroughs

d. Final Summative Conference

2. Less Frequent Evaluation Cycle

a. Professional Growth Plan

b. One (1) formal observation utilizing the observation form in Appendix D.

c. One (1) observation conference utilizing the observation form in Appendix D.

K. Observations

1. Schedule of Observations for the Full Evaluation

a. For Teachers: At least two (2) formal observations shall be conducted to support each evaluation. One (1) observation shall be a formal holistic observation. One (1) observation shall be a formal focused observation.

b. For Counselors: At least two (2) formal observations shall be conducted to support each evaluation.

c. A formal observation shall last at least thirty (30) minutes.

2. Schedule of Observations for the Less Frequent Evaluation Cycle

a. For Teachers: Less frequent evaluations must include one formal observation and a post-observation conference. The formal observation is completed utilizing the observation form in Appendix D.

b. For Counselors: Less frequent evaluations must include at least one (1) formal observation and one (1) post-observation conference. The formal observation is completed utilizing the observation form in Appendix D.

c. A formal observation shall be at least thirty (30) minutes.

3. Observation Conference

a. Formal observations for unit members in the full evaluation cycle must be preceded by a conference between the evaluator and the unit member in order for the unit member to explain plans and objectives for the work situation to be observed. Unit members in the less frequent evaluation cycle may request and shall be entitled to a pre-observation conference. The pre-observation conference shall occur no more than five (5) work days nor fewer than two (2) work days prior to the observation. The only exception to this shall be if the unit member requests an observation fewer than two (2) work days in advance. In this instance, the pre-observation conference may occur at any time prior to the formal observation. Part of the discussion during the pre-observation conference shall be

determining the areas of focus for walkthroughs, areas of focus for the observation(s) and discussing progress on the unit member's Professional Growth Plan or Improvement Plan.

b. Regardless of the unit member's evaluation status, either full evaluation or less frequent evaluation, a post-observation conference must be held within ten (10) work days after each formal observation and may be used to inform the unit member if observed instructional practices are aligned with the expectations that are identified in the professional growth or improvement plan. Other key elements of the post-conference discussion are determining area(s) of focus and discussing progress on the Professional Growth or Improvement Plan.

L. Walkthroughs

1. A walkthrough is a:

a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction or school counselor practice over a series of short classroom visits;

b. Process for giving targeted evidenced-based feedback to unit members; and

c. Means for evaluators to visit more frequently and more purposefully.

2. Walkthroughs, as part of the evaluation system, may be general in nature or focused on observing a specific aspect of performance.

3. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the unit member's summative performance rating: ineffective, developing, skilled or accomplished.

4. At least two (2) walkthroughs shall be included in each full evaluation.

5. Walkthroughs are formative assessments that focus on one or more of the following components:

For teachers:

a. Teacher is consistent and effective in communicating appropriate, needs based, differentiated learning goals;
b. Instructional time is used effectively;
c. Teacher combines collaborative and whole class learning opportunities;
d. Rapport and expectations for respectful, supportive and caring

interactions with and among students and the teacher are evident;

e. Lesson makes clear and coherent connections with student's prior and future learning;
f. Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students;
g. Communication strategies and questioning techniques check for understanding and encourage higher-level thinking;
h. Information is presented in multiple formats;
i. Routines, procedures and transitions are consistent, effective and maximum instructional time;
j. Feedback is substantive, specific, timely and supports student learning;
k. Teacher selects, develops and uses multiple assessments;
l. Teacher uses differentiated instructional strategies and resources for groups of students;
m. Other (including a narrative explaining what was observed and how it relates to the unit member's Professional Growth Plan or Improvement Plan)

For school counselors:

a. Comprehensive School Counseling Program Plan;
b. Direct Service for Academic, Career, and Social/Emotional Development;
c. Indirect Services: Partnerships and Referrals;
d. Evaluation and Data;
e. Leadership and Advocacy;
f. Professional Responsibility, Knowledge and Growth; and
g. Other

6. Walkthroughs, when included in a unit member's evaluation, shall be at least four (4) consecutive minutes, but not more than twenty (20) consecutive minutes in duration.

7. The unit member shall be provided walkthrough feedback within three (3) work days of the walkthrough having been completed.

M. Metrics of Student Outcomes

The School Counselor and Evaluator shall work in collaboration to determine metrics of student outcomes that most clearly reflect the work of the school counselor and clearly illustrate a link between the work and the student outcomes.

N. High-Quality Student Data

1. Teacher evaluation shall incorporate at least two (2) measures of HQSD, one (1) of which shall include the Value-Added Progress Dimension, if available.

2. Building-level HQSD Committees comprised of two (2) building administrators and teachers who are locally determined experts in the field of education shall determine if an instrument meets the criteria for generating HQSD. The building principal will select the teachers for the HQSD Building Committee.

   a. Prior to September 30th for first semester and February 15th for second semester, individual teachers may request the building-level HQSD Committee review a preferred assessment to determine whether it meets the HQSD criteria. The building-level HQSD Committee shall meet by October 15th for first semester and March 15th for second semester to review the preferred assessment and to issue a decision.

   b. The HQSD Committee shall utilize the Evaluation Committee's HQSD Consideration rubric (to be developed) to assess each instrument under consideration as a measure of HQSD. Teachers shall be provided a copy of the rubric. The rubric shall assess whether each of the metrics required for an assessment to meet the criteria for HQSD as outlined in Article 3, section 3.1 B 11 has been met. This decision shall be made by consensus with at least seventy percent (70%) of the building-level HQSD Committee in agreement.

   c. If a teacher is not in agreement that a locally determined HQSD measure meets the required criteria set forth in the definition of HQSD contained in this Article of this Agreement, the teacher may request an appeal in writing to the Evaluation Committee. An HLEA appointed member shall present the appeal to the Evaluation Committee. A majority of the Evaluation Committee shall be required to affirm or deny if the locally determined HQSD measure meets the required criteria contained herein. The teacher shall receive written notice of the Evaluation Committee's decision, which shall be final and not subject to the grievance procedure. If the teacher requesting the appeal is on the Evaluation Committee, the teacher must abstain from voting on the appeal. The administrator from the Building-Level HQSD Committee from where the appeal originates also must abstain from voting on that specific appeal. In the circumstance where a member of the Evaluation Committee is ineligible to vote on the appeal due to the requirements above, a member of the Evaluation Committee from the other group shall also be removed from the voting process in order to maintain an equal number of administrators and association-appointed members of the Evaluation Committee as participants in the determination process. The administration-appointed members of the Evaluation Committee shall determine which administrator is removed from the determination process.

   d. Likewise, if the building-level HQSD Committee determines that a unit member's preferred assessment does not meet the required criteria to be used as an HQSD measure, the unit member may use the appeal

procedure contained in Article 3.1 N 2 c of this Agreement.

3. HQSD will be considered attributable to a teacher when:

   a. Assigned to the teacher who has proper certification/licensure to teach the subject/grade level for which the student is enrolled, or

   b. Assigned to an intervention specialist or English Language Learning teacher who is responsible for a portion of the student's instructional time within a given subject/course.

4. HQSD shall not be aggregated to provide shared attribution among teachers in the District, a building, a grade level, a content area, and/or other group.

O. Vendor Assessments

1. When utilizing vendor assessments, all affected teachers shall be trained on the utilization of the assessment program, including how to analyze the data to inform instruction.

2. Upon request from either the Association President or the Superintendent, an assessment of Vendor Assessments shall occur in May of each school year. The Evaluation Committee will complete the assessment.

P. Electronic Devices

Electronic devices may be used for notetaking, but audio recording, video recording, and/or picture taking shall be permitted with the knowledge and consent of the unit member, for the purpose of assessing and improving a unit member's performance and effectiveness. Electronic devices cannot be used in lieu of an in-person classroom observation. Laptop computers/iPads may be used to document observations.

Q. Finalization of Evaluation

1. Written Report

No later than May 10, a copy of the formal written evaluation report shall be given to the unit member and a conference shall be held between the unit member and the evaluator.

2. Completion of Evaluation Cycle

   a. The evaluation shall acknowledge the performance strengths of the unit member evaluated as well as performance deficiencies. The evaluator shall note all the data used to support the conclusions reached in the

evaluation written report. The evaluation written report shall be signed by the evaluator and the unit member. The unit member's signature shall serve as acknowledgement that the evaluation written report will be placed in the unit member's personnel file.

b. The Superintendent/designee may waive the annual evaluation for a unit member receiving an effectiveness rating of "Accomplished" on the unit member's most recent evaluation conducted pursuant to this article. Such unit members may be evaluated once every three years instead of annually as long as the teacher is making progress on his/her Professional Growth Plan. This will apply to school counselors who are rated Accomplished so long as the metric of student outcomes, for the most recent school year for which data is available, is Skilled or higher on the evaluation rubric. Triennial evaluations conducted pursuant to this article are completed by May 1 of the evaluation year and unit members are provided a written copy of their evaluation results by May 10.

c. The Superintendent/designee may waive the annual evaluation for a unit member receiving an effectiveness rating of "Skilled" on the unit member's most recent evaluation conducted pursuant to this Article. Such unit members may be evaluated once every two years instead of annually as long as the teacher is making progress on his/her Professional Growth Plan. This also applies to school counselors who are rated Skilled so long as the metric of student outcomes, for the most recent school year for which data is available, is Skilled or higher on the evaluation rubric. Biennial evaluations conducted pursuant to this Article are completed by May 1 of the evaluation year and unit members are provided a written copy of their evaluation results by May 10.

d. In any year that a unit member is not fully evaluated pursuant to paragraphs (b) or (c) of this Section as a result of receiving a rating of Accomplished or Skilled on the unit member's most recent evaluation, an individual qualified to evaluate a unit member shall conduct at least one formal observation of the unit member of at least thirty (30) minutes and hold a post-observation conference with the unit member utilizing the observation form in Appendix D.

e. The Board may elect not to conduct an evaluation of a unit member who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board or a unit member who has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

3. Response to Evaluation

The unit member shall have the right to make a written response to the evaluation written report and to have it attached to the evaluation written report to be placed in the unit member's personnel file. The unit member's evaluation response must be submitted to the Superintendent within five (5) workdays of the evaluation conference.

R. Professional Development

1. Professional growth and improvement plans shall be developed as follows:

a. Each Professional Growth Plan shall include no more than two (2) goals. The Teacher Professional Growth Plan shall include one (1) goal tied to the Ohio Department of Education Standards and one (1) goal tied to the unit member's assigned building goals.

b. Unit members with a final summative/holistic rating of Accomplished will annually develop a self-directed professional growth plan prior to the first observation conference and may choose their evaluator for the evaluation from a list of district-approved evaluators within the unit member's assigned building.

c. Unit members with a final summative/holistic rating of Skilled will, on an annual basis, jointly develop a professional growth plan with the evaluator prior to the first observation conference and will have input on the selection of an evaluator, within the unit member's assigned building, for the next evaluation.

d. Unit members with a final summative/holistic rating of Developing will annually develop a Professional Growth Plan guided by the evaluator prior to the first observation conference. The evaluator will grant final approval of the plan.

e. Unit members with a final summative/holistic rating of Ineffective will be placed on an improvement plan developed by the evaluator. The evaluator will take into consideration any input from the teacher when developing the improvement plan.

f. A unit member new to the District will develop a Professional Growth Plan collaboratively with the evaluator.

2. Professional growth and improvement plans for a school year shall be developed no later than September 15.

3. Professional growth, improvement, and coaching plans shall describe the specific performance expectations, resources and assistance available.

4. The Board shall provide for professional development to accelerate and continue unit member growth and provide support to poorly performing unit members.

5. The Board shall provide for the allocation of financial resources to support professional development.

S. Due Process

A unit member shall be entitled to Association representation at any conference held during this procedure in which the unit member will be advised of disciplinary action or if the unit member is under consideration for nonrenewal.

ARTICLE 3.2
TEACHER EVALUATION

1. This Article (3.2) pertains only to those licensed/certificated employees who are not covered in Article 3.1.

2. Licensed/certificated employees who are not covered in Article 3.1 shall be evaluated no later than the first day of May, and the licensed/certificated employee being evaluated shall receive a conference and a written report on the results of this evaluation not later than the tenth day of May. At least two (2) formal observations, of at least thirty (30) minutes, shall be conducted to support each evaluation. If the licensed/certificated employee does not meet or exceed district expectations, he or she will develop an improvement plan with his or her evaluator.

3. Improvement plan

    a. The improvement plan is a clearly articulated assistance program, which includes completion timelines.

    b. Improvement plans for the school year shall be developed no later than September 15.

    c. Improvement plan shall describe the specific performance expectations, resources and assistance available.

    d. In the event that the teacher and evaluator cannot agree on the evaluator's expectations for the improvement plan, an additional administrator appointed by the Superintendent/designee and an additional teacher selected by the evaluated teacher will help to facilitate further discussion between the evaluated teacher and evaluator.

    e. The evaluator will approve the improvement plan.

4. Licensed/certificated employees on continuing contracts may be evaluated one time every three years. This guideline does not prohibit additional observations and appraisals by administrators.

5. Teacher observations and/or post-observation conferences will not be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break.

6. The timelines contained herein may be extended by mutual agreement, or by the absence of the evaluator or the licensed/certificated employee being evaluated.

7. Article 3.2 of this staff appraisal program shall supersede and take the place of all statutory evaluation requirements, including ORC Section 3319.111.

8. A licensed/credentialed employee may have an Association representative who is available during the second observation conference. When the request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

ARTICLE 4
INDIVIDUAL UNIT MEMBER'S CONTRACT TERMINATION AND NON-RENEWAL

A. Contract

1. The initial limited contract offered to unit members new to the District shall be for a term of one (1) year. A teacher must be under contract for at least one hundred and twenty (120) school days for that contract to count as the initial limited contract. If employed for less than one hundred and twenty (120) school days the unit member's next contract will be considered his/her first contract.

2. Upon completion of the first contract, such unit member, if re-employed, shall be offered another one (1) year limited contract. Upon completion of the second (2nd) one (1) year limited contract, such unit member, if re-employed, shall be offered another one (1) year limited contract.

3. Upon completion of three (3) one (1) year limited contracts, such unit member, if re-employed, shall be offered a two (2) year limited contract.

4. Upon successful completion of a two (2) year limited contract, a three (3) year limited contract will be granted if recommended by the Superintendent.

5. Succeeding contracts, if the unit member is recommended for reemployment, will be three (3) year limited contracts.

6. Upon submission to the District of proof of eligibility, continuing contracts shall be considered for unit members in accordance with ORC Section 3319.11.

7. To be considered for a continuing contract for the following school year, unit members must notify the Superintendent no later than October 1 in the current school year, of their request to be considered for a continuing contract. Additionally, unit members must submit proof of eligibility for continuing contract status, prior to April 1 of the current school year. Members may request consideration for a continuing contract during the term of a limited contract. Members will be considered for continuing contracts in accordance with ORC Section 3319.11.

B. Termination of Contract

The termination of a member's contract shall be in accordance with the provisions of ORC Sections 3319.16 and 3319.161.

C. Non-Renewal of Contract

1. Probationary Period.

a. For the first two (2) years of employment with the District, the contracts of all teachers will automatically expire at the end of each contract year without any notice from the Board or action by the Board. A first or second year teacher will only be employed for the succeeding contract year if the Board takes specific action to rehire that teacher. There is no right to grieve this automatic contract expiration, or a Board decision not to offer reemployment. This section is also applicable to any teacher replacing a teacher on a leave of absence.

b. Upon notice to a teacher in the second year of employment with the District, the probationary period may be extended for one (1) year. The District shall provide such notice not later than April 1 during the second year of employment.

2. For the third year of employment with the District, if the teacher has received notice of an extended probationary period for the third year, the terms listed in paragraph 1(a) above will apply to the teacher's contract. If the teacher does not receive notice of an extended probationary period for the third year of employment with the District, the terms listed in paragraph 3 below will apply to the teacher's contract.

3. For the third, fourth and fifth years of employment with the District, the non-renewal of a member's contract shall be in accordance with the provisions of ORC Section 3319.11, except that the appeal process will be through the grievance procedure instead of ORC Section 3319.11. The parties intend for the grievance process to supersede and replace the entire ORC Section 3319.11 appeal process.

4. Bargaining unit members with five (5) or more years of continuous current service or more who are notified in writing that it is the intention of the Superintendent to recommend that their contract not be renewed, may, upon written request to the Superintendent within ten (10) calendar days after receipt of the Superintendent's notification, schedule a hearing with the Board in Executive Session at a time mutually convenient to all parties, to show cause why his/her contract should be renewed.

5. The non-renewal of a member's contract with five (5) or more continuous, current years of service, except those who have been placed on the reduction in force list, should be based upon one or more of the following reasons:

a. Professional incompetence as determined by the evaluations conducted each year by his/her principal and/or Superintendent or his/her designee in accordance with the staff appraisal program established in accordance with the terms of this Agreement.

b. The violation of the policies established by the Board and/or the administration, and/or the terms of this Agreement governing the conduct and employment of each member.

c. The violation of a civil or criminal law, which in the judgment of the Board should the member be found guilty, continued employment would not be in the best interests of the school system.

d. Immorality.

e. Or for any other good and just cause which governs the conduct and employment of members of the educational profession.

6. Nothing herein stated shall be construed to deny any member the right of Association representation.

7. A decision in writing shall be rendered by the Board following the termination of the hearing. A copy of said decision shall be sent to the member, the President of the Association and the Superintendent.

ARTICLE 5
PROFESSIONAL PERSONNEL FILE

A. Unit members shall have the right, upon request, to review the contents of their personnel file. Prior arrangements for such review shall be made with the Superintendent. Upon request, a unit member shall be entitled to have an Association representative accompany him/her during such review. If someone other than an administrator reviews a unit member's personnel file, the member shall be given written notification of that fact.

B. A unit member, when reviewing the contents of his/her personnel file with an administrator from the Central Office present, may indicate those untimely, inaccurate, irrelevant or incomplete documents, which he/she desires to have removed from his/her personnel file. Such documents shall be removed with the mutual consent of both parties.

C. Should the unit member and the Superintendent disagree as to whether or not material contained in his/her file is untimely, inaccurate, irrelevant or incomplete, then such dispute shall be subject to the grievance procedure.

D. The record that a verbal reprimand has been given to a bargaining unit member may be placed in the personnel file for up to two calendar years. If no further infractions occur during those two calendar years, the notation that a bargaining unit member has received a verbal reprimand will be removed from the bargaining unit member's personnel file upon the bargaining unit member's request.

E. The record that discipline has occurred for a bargaining unit member shall be placed in the member's personnel file. If no further infractions occur during those three (3) calendar years, the documentation that a bargaining unit member has received discipline will be removed from the bargaining unit member's personnel file upon the bargaining unit member's request.

F. The Board agrees to protect the confidentiality of the unit member's personnel file within the constraints of ORC Section 149.43.

G. When a principal or other administrator finds it necessary to make a notation in a unit member's file, which reflects adversely upon the unit member, the unit member shall be offered an opportunity to read such notation. The unit member will acknowledge having read such notation by signing on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The unit member shall also have the right to answer such notation and said answer shall be attached to the file copy.

ARTICLE 6
DISCIPLINARY ACTION

A. Disciplinary conferences and reprimands of a unit member shall be private. An affected unit member may if he/she deems it necessary, request the presence of an Association representative. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative. Such representation will be at the discretion of the unit member and shall not be denied.

B. Employee Discipline

1. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature with respect to similar problems, in accordance with the procedure set below.

2. Progressive Discipline Order:

a. Informal/Verbal Warning (documents in writing)
b. Written Reprimand
c. Three-Day Suspension without pay (by Superintendent/designee)
d. Five-Day Suspension without pay (by Superintendent/designee)
e. Termination

Commencing with Level 2(b) (written reprimand) in the above procedure, no employee shall be subject to discipline except for just cause.

C. Any written record of disciplinary action will be kept in the employee's personnel file in compliance with Article 5.

D. 1. Informal warnings are not subject to the grievance procedure.

2. Written reprimands are subject to the grievance procedure only through Step 2 – Superintendent.

E. Termination will be conducted in accordance with ORC Section 3319.16.

ARTICLE 7
ASSIGNMENTS, VOLUNTARY TRANSFERS, AND INVOLUNTARY TRANSFERS

Definitions:

Assignment: The specific area to be taught (i.e., high school French, fourth grade, middle school language arts, etc.)

Voluntary transfer: A move from one position to another at the request of the bargaining unit member.

Involuntary transfer: A move from one position to another at the direction of the Superintendent.

Vacancy: An open position the Board intends to fill.

A. Assignments

1. The Superintendent shall send unit members a "Statement of Intentions" e-mail prior to March 1 of each year. Unit members who wish to be considered for a change in assignment (whether building, grade level or subject area) will respond by e-mail to the "Statement of Intentions" by March 15. A unit member may notify the Superintendent at any time during the school year of his/her interest in changing positions.

   Bargaining unit members requesting unpaid Child Care Leave for the succeeding school year shall make such request no later than April 15, per Article 8, Section E.4.

2. The Superintendent will give notice of assignment to new unit members as soon as practicable.

3. Unit members will be given notice of their probable assignment for the forthcoming year not later than the end of the current school year. Such assignment may be altered in the event the organization within the District requires it. Any affected unit member will be advised thereof at the earliest possible time and given an opportunity to confer with the administration. A bargaining unit member may request to have any association representative who is available present during any discussion of involuntary transfer. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

4. Notice of assignment for both new and incumbent unit members shall include:

   a. Building assignment.

   b. Grade level for PK-8.

c. Subject area(s) specific to employee certification / licensure.

B. Voluntary Transfers

1. Requests for Voluntary Transfer

Unit members shall indicate any transfer desired on the Statement of Intentions form submitted under paragraph 7(A)1 above. Such requests represent consent to transfer and may be acted upon without consultation with the unit member. Such request shall not affect the unit member's existing assignment in the event no vacancy exists or is contemplated in the area to which the transfer is requested.

2. Voluntary Transfer

a. Each vacancy for the next school year shall be posted, with the reason for the vacancy, via an email to unit members' email addresses for a minimum of two (2) days. The District shall also post each vacancy for the next school year on the District website for a minimum of two (2) days, and via a District auto-call during the months of June and July to each unit member on the first (1st) day of the posting. Any vacancy for the next school year occurring after July 31 but before the first teacher workday shall be posted via the email system to bargaining unit members' email addresses, via a District auto-call, and when available, on the District website with no minimum posting period. A vacancy occurring between the first and last teacher work days shall be posted for a minimum of two (2) days.

b. Any bargaining unit member who applies for a vacant position for the next school year shall be given an interview prior to the filling of the position for those vacancies for the next school year occurring on or before July 31. Only one interview need be provided to the bargaining unit member by the same administrator in any one school year.

c. If a unit member's application is denied, the unit member may request, and shall be granted, a conference with the Principal and/or Superintendent. Denial of the application shall not be subject to the grievance procedure.

d. If the transfer occurs during the school year the unit member shall be provided up to a three (3)-day transition period without their regular duties before the transfer actually takes place. Upon request, the unit member shall be provided with boxes, if available, and/or assistance with the physical transfer of the boxes from one location to the next. There is no

expectation that a member work outside of his/her contract year without compensation.

3. Involuntary Transfer

   a. An involuntary transfer request initiated by an administrator must be preceded by a conference with the bargaining unit member. If the bargaining unit member agrees to move to the new position, it becomes a voluntary transfer. If the bargaining unit member does not agree to the move, the directive becomes an involuntary transfer and the bargaining unit member shall be given the opportunity to meet with his/her principal before the transfer is effective. If the bargaining unit member requests, the administrator will give the unit member the reason(s) for the involuntary transfer. The parties recognize that in order to meet the staffing needs of the District, it may be necessary to involuntarily transfer after notice to the bargaining unit member involved. The bargaining unit member may request a meeting with the Superintendent after meeting with the principal but may not refuse to accept the involuntary transfer. Upon request, the unit member shall be provided with boxes, if available, and/or assistance with the physical transfer of the boxes from one location to the next. There is no expectation that a member work outside of his/her contract year without compensation.

   b. When an involuntary transfer is determined to be necessary during the school year because of a change in student enrollment, it shall be done by reverse seniority unless the Superintendent determines that extenuating circumstances exist. When involuntary transfers are done during the school year, the affected teacher shall be provided a three-day (3) transition period without their regular duties before the transfer actually takes place. Upon request, the teacher shall be provided with boxes, and assistance with the physical transfer of the boxes from one location to the next.

4. Disposition of Request for Transfer

   The Superintendent shall notify each bargaining unit member involved of the disposition of a request for transfer and/or reassignment as soon as practicable.

5. Right to Representation

   The bargaining unit member shall have the right to be accompanied in any denial conference by a representative of the Association.

6. Exclusive Authority of Superintendent

The Superintendent retains the exclusive authority to determine the assignment of staff.

ARTICLE 8
LEAVES

Definition:

Physician or Medical Provider shall include physician, physician's assistant, mental health counselor, therapist, and nurse practitioner.

A. Sick Leave

1. Annual Allowance

a. Fifteen (15) days sick leave shall be advanced annually to each unit member with the first pay of July, except when the unit member has exhausted all sick leave days in the prior year. If all sick leave is exhausted, the unit member will be advanced five (5) days of sick leave with the first pay of the contract year, then the member will earn 1.25 sick days in November and each month thereafter of the contract year. The District shall notify the member, in writing, of the reason why the advancement is only five (5) days by July 5th.

b. Unit members will be required to reimburse the district for any sick leave days advanced, when not enough days were worked to earn back the advanced days. Unit members will also be required to reimburse the district when a unit member's service to the district is terminated by the unit member or by the district and prior to any severance payments being made or final check released.

c. If on approved unpaid leave in the preceding year, the unit member will not be credited the fifteen (15) sick days until he/she returns from the approved leave. Upon return, the advanced sick days will be prorated based upon the remaining days in the current contract year.

2. Accumulation and Increment

Unit members shall accrue sick leave to a maximum of three hundred and five (305) days. The smallest increment in which sick leave can be taken is one-half (½) of a day.

3. Approved Sick Leave Use

Absence without the loss of salary shall be for the following:

a. personal illness.

b. personal illness due to pregnancy as governed by Section E.

c. injury.

d. exposure to contagious disease which could be communicated to other employees or to school children.

e. any absence due to illness or injury in the unit member's immediate family (Immediate family is defined as husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers- and sisters-in-law, domestic partner, or any person who immediately preceding such illness or death has been a member of the unit member's household). A unit member may elect to utilize sick leave for a death of any individual meeting the definition of immediate family above. In addition, a unit member may utilize up to two (2) days of sick leave for the death of any individual meeting the definition of extended family. (Extended family is defined as grandparents-in-law, nieces, nephews, aunts, uncles, or first or second cousins.)

f. adoptive leave as governed by Section E.

g. if the Superintendent closes school, any unit member on sick leave shall not be charged for the days schools are closed.

4. Verifying Absence

Each bargaining unit member shall report his or her absence one (1) hour prior to the beginning of the contract day through AESOP or other District adopted absence reporting system. Absences reported less than one (1) hour prior to the beginning of the contract day must be reported to the building principal or designee. This must occur whether or not a substitute is needed.

5. Extended Illness Beyond Sick Leave Coverage

a. Any unit member whose illness extends beyond the limits of the accumulated sick leave may be granted, upon request, a leave of absence without pay for a period up to one (1) calendar year from the date of the request.

b. Unit members may continue insurance coverage with the Board at the unit member's personal expense (total premium includes the employee and Board share) and any portion of an advanced premium paid by the Board will be deducted from the unit member's last paycheck prior to the beginning of the leave. If, in the next insurance year, there is a premium holiday and/or rebate of any kind paid to unit members, then any unit member who paid for insurance premiums shall receive the payment as well, regardless of his/her employment status. Upon return from leave of absence, the Board shall make every effort to return the unit member to

the same or comparable job held by the unit member prior to going on leave.

6. Sick Leave Transfer

The Sick Leave Transfer Committee shall be comprised of three bargaining unit members appointed by the HLEA President and follow the procedures outlined in Appendix H. Unit members will be eligible for sick leave transfer only in the case of catastrophic incidents, as determined by the committee. The HLEA will administer any transfers that take place under this section, and inform the Treasurer in writing of the individual(s) donating the days and receiving the days.

7. Sick Leave Verification

a. The Board may require a note from a medical provider to substantiate three (3) or more days of consecutive absence.

b. Bargaining unit members may use eight (8) sick leave days, as defined in Article 8, Section (A)(3), without documentation from a medical provider per contract year. The Board may require a statement from a medical provider when absence exceeds eight (8) full days per school year without documentation from a medical provider per contract year. The bargaining unit member may provide documentation from a medical provider for any sick leave absence, as defined in Article 8, Section (A)(3), throughout the contract year.

8. Sick Leave Abuse

Sick Leave Abuse shall be defined as misrepresentation of the actual reasons for charging an absence to sick leave. Sick leave abuse may result in disciplinary action.

Visual observation of an employee's activities while on sick leave, which indicates that he/she is not using sick leave properly; such as recreating or attending social functions.

Sick leave abuse may result in discipline, up to and including termination.

B. Personal Leave

1. All unit members may be granted three (3) days of leave per year without loss of salary. This leave may be used to transact personal business or attend to affairs of a personal nature. The smallest increment in which personal leave can be taken is one-half (1/2) of a day.

2. Requests for single days of leave shall reach the Building Administrator's office at least twenty-four (24) hours prior to the requested date.

3. When emergencies exist, a request may be submitted with less than twenty-four (24) hours notice, if the reason for such leave is stipulated.

4. Requests for two (2) or more days of consecutive leave must be submitted three (3) days prior to date of leave, except in emergencies. No more than three (3) days can be used consecutively.

5. Personal leave may not be used for extension of school holidays or recesses (except in emergency cases), to be employed elsewhere, or to seek employment elsewhere. Any request on a Professional Day or during the last ten (10) days of the school year must stipulate the reasons for the leave.

6. Six percent (6%) of the unit members in any one (1) building shall be granted personal leave on the same day. The six percent (6%) calculation shall be based upon the unit member's assigned home building. If the calculation of the six percent (6%) number results in a decimal of 0.5 or greater, then the number shall round up. Priority shall be determined on a first-come, first-serve basis. The Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist.

7. Up to two (2) unused personal leave days may be carried over into the following contract year, up to a maximum of five (5) total days per member at any one time. Days carried over to the following year will be considered to have been used for purposes of the stipend in Section 9, below.

8. Unit members who currently hold unused personal days at the end of the school year may roll over a maximum of three (3) personal days, which do not qualify for carry over as per Article 8.B.7 above, into their sick leave accumulation.

9. Unit members not using sick leave and/or personal days or portions thereof in a given contract year will earn a bonus according to the formula below. The member can then elect to have the earned bonus for the nonuse of sick leave and/or personal days rolled over as personal leave per Section 7 of this Agreement or the unit member will be granted a stipend according to the following schedule:

   Zero (0) days of personal and/or sick leave used - Two (2) days per diem pay
   One (1) day of personal and/or sick leave used - One (1) day per diem pay

   By June 1 each year, the member must provide notice to the Treasurer's office if he/she is electing to have the bonus in the form of personal leave rollover per number 7 of this Section above.

*Donating sick leave for Sick Leave Transfer does not constitute a use of sick leave and shall not be used as a way to deny rollover or payment under this provision of the Agreement.

10. Unit members who qualify for payment under this section shall receive payment no later than the second pay in July.

C. Court Leave

1. Jury Duty

Any unit member assigned jury duty shall be paid his/her salary for each regularly scheduled work day served as a juror. Compensation received for serving on jury duty exceeding actual cost of expenses shall be remitted to the Treasurer. Unit members assigned to serve on jury duty shall submit to the Treasurer official certification from the Clerk of Courts of the days assigned and the days served as a juror.

2. Compulsory Court Duty

a. Any unit member subpoenaed to appear in court, except as indicated in Section (b) below, shall be paid his/her regular salary. Unit members subpoenaed to appear in court shall submit to the Treasurer a copy of the subpoena document. Compensation received exceeding the actual cost of expenses shall be remitted to the Treasurer.

b. Unit members who are a party to a legal action, including divorce, are not eligible for court leave, and must use personal leave or unpaid leave, with the following exceptions:

(1) Unit members are eligible for court leave if they are a party in an action related to their employment with the Board, as long as they are not suing the Board or an administrator.

(2) Unit members are eligible for court leave if they are the defendant in an action and are determined to be not guilty or not at fault.

D. Sabbatical Leave

1. Unit members may be granted a leave of absence when such leave can be beneficial to the entire system as well as providing for important professional growth for the individual unit member.

2. The Board may approve leave for professional study or improvement for one to two semesters (one academic school year) with partial pay, within the

regulations as set forth by ORC Section 3319.131 and the State Teachers' Retirement System (STRS) and under the following provisions:

a. An applicant must have completed a minimum of five (5) years of service (year of service means at least one hundred twenty (120) days within a school year) in the District immediately preceding the professional leave and hold a standard certificate.

b. The proposed program or purpose for leave must be approved in advance. Application, including an outline of the study program or proposals for professional improvement, shall be submitted by May 1 for consideration for the following year or first semester, by December 1 for the second semester.

c. While on professional leave, a unit member will receive the difference between what he/she would have received for the year and the salary paid his/her substitute.

d. Partial pay shall not preclude the acceptance of fellowships or other stipends and sources of supplemental income by the unit member on leave.

e. In accepting a professional leave, a unit member retains all rights of tenure, retirement, insurance, etc., and automatic increases in salary as determined by the appropriate schedule as though teaching during the period of leave. At the expiration of leave the grantee shall be assigned to a position in the school system for which he/she is certificated/licensed and which best exemplifies his/her professional leave program growth and/or which is at least comparable to the position held immediately prior to leave.

f. The grantee is required to show satisfactory completion of the approved leave plan at the end of the leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.

g. The grantee is required to return to the District for one (1) year immediately following the leave or refund all salary benefits received from the Board during the leave. Such benefits would include hospitalization, retirement, insurance, and automatic salary increases.

E. Parental, Adoption and Child Care Leaves

1. Paid Parental Leave

A birth-parent bargaining unit member may take sick leave for up to six (6) weeks following the actual birth of the child. A birth-parent bargaining unit member can continue on sick leave beyond the six-week period only if there is a continuing medical problem, which prevents the member from being able to return to work. A bargaining unit member who is pregnant may continue active employment as late into her pregnancy as approved by her attending physician, who upon request shall certify that she is able to properly perform her required duties.

Non-birth parent bargaining unit members may take sick leave up to two (2) weeks following the birth of a child. In the event of illness of the child or the birth-parent, non-birth parent bargaining unit members may take accrued, regular sick leave.

2. Paid Adoption Leave

A bargaining unit member adopting a child between birth and enrollment in kindergarten may take sick leave for up to six (6) weeks following the actual adoption of the child. A bargaining unit member adopting a child of school age may take sick leave for up to three (3) weeks following the actual adoption of the child. A bargaining unit member can continue on sick leave beyond the six-week period or three-week period only if there is a continuing medical problem with the child, which prevents the member from being able to return to work.

Prior to the actual adoption of a child, a bargaining unit member may request and will be granted paid leave up to twenty (20) consecutive school days for the adoption process. Requests must be submitted in writing with supporting documentation.

Only one parent, if the spouse is also employed by the Board, is eligible for adoption leave.

3. Unpaid Leave

Bargaining unit members who do not have enough accumulated sick leave to take them through the parental or adoption leave period may request and shall be granted unpaid leave through the end of the parental or adoption period. Unpaid leave may also be used for the period prior to the birth of the child if the birth-parent bargaining unit member is unable to perform her duties and does not have enough accumulated sick leave to cover her absence.

4. Child Care Leave

If a unit member desires to stay home with their child following the paid leave period after the birth, they may request and shall be granted an unpaid leave of absence for child care purposes. The paid leave period is defined in E 1 and/or E 2 above. Child care leave may be requested for the remainder of that semester or school year, and for the succeeding school year. Unit members requesting the succeeding school year for child care leave shall make such request no later than April 15 in keeping with the provisions of Article 7 Section A.1 and must take the entire year as a leave of absence. Child care leave cannot end at any time other than the end of a semester unless written permission is granted by the Superintendent due to exceptional circumstances. If leave is granted for one (1) school year or less, then the unit member shall be guaranteed the right to return to the position held prior to the granting of such leave. If leave is granted for more than one (1) school year, then the unit member shall be guaranteed the right to a position in the District for which the unit member is certificated.

Unit members who are granted unpaid leave must pay the "total" insurance premium (total premium includes the employee and Board share) if they wish to retain insurance coverage except during such time of the child care leave that requires the Board to continue its portion of contribution for the medical insurance premium pursuant to FMLA.

5. Notices

The unit member must inform the Superintendent of the beginning and ending dates of their absence from work as far in advance as possible, but no later than ninety (90) days prior to the anticipated date of birth. A unit member who is on unpaid child care leave must notify the Superintendent at least thirty (30) days prior to the expiration of such leave of her intention to return to work following the expiration of the leave if such leave expires at the end of the first semester. Otherwise, the unit member must notify the Superintendent no later than April 15 of the unit member's intention to return to work at the beginning of the succeeding school year.

6. Return to Work Following Approved Child Care Leave

Failure to return to work from approved child care leave, on the designated day, shall serve as a resignation and allow the district to place a regular teacher into the vacant position.

F. Military Leave

1. Military Service

A unit member who leaves his/her position to serve in the armed service of the United States, as defined by law (ORC Section 3319.14), shall be considered to be on special leave of absence, and he/she shall be entitled to return to the service of the District under the terms of pertinent statutes, except that said unit member must return to service with the school before one (1) year has elapsed from date of discharge. Upon such return the unit member shall be returned to service in the schools without loss of professional or financial status.

2. Service and Reserve Units and National Guard

Any unit member shall, at any time, upon application, be granted a leave of absence without loss of pay for military service not to exceed one hundred seventy-six (176) hours in one (1) federal fiscal year, defined as October 1 – September 30, as specified in ORC Section 5923.05.

G. Extended Leave of Absence

1. The Board may grant a leave of absence for one (1) school year without pay to unit members for personal health reasons or for professional educational training. A leave of absence without pay for one (1) year will not be granted for personal reasons.

2. Requests for a year's leave of absence without pay for personal health reasons will be supported by appropriate medical evidence. Such evidence shall be in writing as submitted by the attending physician and will include diagnosis and the expected length of disability.

3. Unit members elected to an office of a state or national professional education organization may be granted a full year's leave of absence without pay. All provisions of this section shall apply to this type of extended leave.

4. Requests for a year's leave of absence without pay for professional educational training will be supported by appropriate documentation from the registrar's office of the institute of higher learning.

5. Unit members shall submit their request for an extended leave of absence without pay to the Superintendent no later than June 1 preceding the school year in which the leave may be granted. An extended leave of absence for personal health/ professional educational training shall, if granted, be for the entire school year so as to not interfere with the instructional school year for students.

6. Unit members may continue insurance coverage with the Board at the unit member's personal expense (total premium includes the employee and Board share) and any portion of an advanced premium paid by the Board will be deducted from the unit member's last pay check prior to the beginning of the leave.

7. If leave is granted for one (1) school year or less, then the unit member shall be guaranteed the right to return to the position held prior to the granting of such leave. If leave is granted for more than one (1) school year, then the unit member shall be guaranteed the right to a position in the District for which the unit member is certificated/licensed.

8. Failure to return to duty following the expiration of an extended leave of absence shall be considered as termination of contract.

H. Supplemental Family Medical Leave

As a supplement to leave under Section E or Section G and in addition to leave under Section A, an employee may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child or the placement of an adoption or foster care child with the employee or for care of a spouse, child or parent who has a serious health condition. Such leave shall be taken in accordance with the provisions of the Family and Medical Leave Act (FMLA). During such leave the employee will be entitled to continuation of health care benefits with the same level of Board compensation as exists during work time. All paid leave under Section A must be exhausted prior to use of family medical leave. To the extent an employee receives pay under Section A, such time in pay status shall not be credited against the twelve (12) week leave period of family medical leave. Leave under Sections E and G shall run concurrently with family medical leave. For purposes of this Section, the prior twelve (12) month period is on a rolling basis. In cases in which the Board employs both spouses, the total amount of FMLA leave is (12) twelve weeks for the couple for the birth or placement of a child. This policy does not limit, extend, or enlarge the time for leave for which an employee is otherwise eligible under Section E or Section G.

I. Uncompensated Leave

Uncompensated leave may be granted to a bargaining unit member at the discretion of the Superintendent or designee.

ARTICLE 9
PROFESSIONAL GROWTH/CONFERENCES

The Board of Education believes that professional growth and staff development is an important facet in the improvements of its staff, and recognizes the fact that a professional growth plan is a necessity if the school district is to enhance instruction and increase student achievement. To this end professional growth is encouraged.

A. In-Service

Staff In-Service is conducted regularly. It is the goal of the District to actively engage the staff in meaningful professional development, which directly relates to the Building and District Improvement/Action Plans and encourages understanding of Outcomes as related to the required Ohio Department of Education Ohio Learning Standards. The District Administration will provide direction in these areas, as well as utilize outside facilitators and/or the expertise within the staff to train teachers in current educational concepts, which are vital to professional development. Employees who maintain additional professional licensure via a state agency other than the State Board of Education (BOE) and who cannot utilize District professional development for that licensure renewal may not be required to attend District in-service and/or professional development session(s). Additionally, those Employees may request approval to register for and take professional development on District designed professional development day(s) from which they are excused from a source that is endorsed by or accredited from their professional organization. The District shall reimburse each related service provider up to one hundred fifty ($150) dollars annually for the cost associated with any such approved professional development.

B. Conferences

1. The Board of Education will pay reasonable expenses for its employees whose requests have been approved to attend educational meetings, workshops, seminars, and conferences. In some instances attendance at conferences will be approved with less than full payment of expenses.

2. Applications shall be submitted at least thirty (30) days prior to the date of any professional meeting. Such application shall contain a statement as to the purpose of the request and the specific nature of the meeting.

3. An employee attending an educational meeting shall receive regular pay for the days absent from regular duties if such attendance has been approved by the administration.

4. Approval shall be granted, without an expense allowance, for unit members serving in an official capacity to Association representative assemblies in the representational proportion as allowed by the NEA, OEA and/or Central OEA.

The Association will provide, upon receipt, notification of delegate allotment for the HLEA.

5. Reimbursement will be made for fully itemized expenses presented to the Treasurer's office. In this itemized statement, it shall be noted whether the person received money for expenses or professional services from other sources. This amount will be deducted from this itemized statement of expenses.

6. Fully itemized items shall not exceed $50.00 per diem for meals, $100.00 per diem for lodging when meals are not provided with the conference registration and only when an overnight stay is required, and mileage as per District policy along with registration fees as determined by the sponsoring agency.

7. Upon returning from the meeting, the person attending shall:

   a. Prepare a written report of the meeting and its significance to the individual's professional improvement and/or the school system. Copies of such report shall be submitted to the building principal, Superintendent, and the Board within two (2) weeks after the meeting.

   b. Upon request of the building principal or the Superintendent, the person attending a meeting shall present an oral report at a faculty meeting held in his/her building and such other faculty meetings as may be requested.

   c. Upon request present an oral report to the Board.

8. When there is more than one application for attendance at any particular conference, seminar, workshop, assembly, or other professional improvement session, consideration shall be given to District-wide representation in approving or disapproving applications. Upon request, the District will provide written reason(s) for disapproving a member's request for professional leave. The reason(s) for the denial shall not be subject to the grievance procedure contained in Article 2 of this Agreement.

ARTICLE 10
PAY PERIODS AND PAYROLL DEDUCTIONS

A. The Board agrees to provide its unit members with a bi-weekly pay period plan and to make payroll deductions for professional dues, group health insurance, approved supplemental group health insurance, tax sheltered annuities, the OEA Fund, United Way, and the Franklin County Credit Union. Payroll deductions approved pursuant to this Article will be made uniformly and equally with the provision there will be no optional payroll deduction for any reason from the third check of any one month. To be eligible for payroll deduction at least five (5) unit members must have requested payroll deduction at the time of the initial request.

B. Each unit member will have his or her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearinghouse system. Members desiring to change financial institutions must allow no less than two (2) weeks notification prior to such change being implemented.

C. Paychecks will be direct deposited every other Friday. No unit member can be paid before regular services are rendered.

D. A calendar of pay dates will be posted on the District website and sent to the Association President via electronic mail by August 1 of each year.

E. Professional dues will be deducted in equal amounts from its inception with the provision there will be no optional payroll deduction from the third check in any one month.

F. During the summer break, unit members under contract will receive their Direct Deposit Notice via mail if requested.

G. The Board agrees to promptly remit all deductions monthly no later than the fifth working day of the month following the collection of any payroll deductions of the preceding month. Organizations must submit the necessary invoices in order that the Treasurer may transmit deductions to their proper source.

H. Compensation for additional duties beyond the regular teaching duties shall be paid in a lump sum in the employee's regular bi-weekly paycheck, following the appropriate filing of the "Request for Payment" form to be filed following the completion of duties. The "Request for Payment" form shall be provided by the Treasurer's Office. The "Request for Payment" form shall be submitted not later than thirty (30) calendar days from the date the work was performed.

I. If necessary to accommodate the school calendar, there may be a three (3) week period between the last check received in September and the first check in October.

The base salary for the 2025-2026 school year shall be $50,000.
The base salary for the 2026-2027 school year shall be $51,000.

The base salary for the 2027-2028 school year shall be $52,020.

J. Payroll Deductions for Professional Associations

1. In accordance with R.C. 4117.09(B)(2), the Board shall provide payroll deductions for the payment of Association membership dues, initiation fees and assessments for affiliated professional organization(s) dues and the OEA Fund in accordance with the following provisions:

   a. Unit members shall submit a written authorization for payroll deductions on a form provided by the Association to the Board Treasurer. A staff member who wishes to authorize payroll deduction for the above shall do so by September 10 of the year that he/she begins payroll deductions under this Agreement. Unless revoked or changed in accordance with the procedures contained herein, said authorization will continue from year to year.

   b. A staff member who wishes to revoke or modify his/her payroll deduction may do so only between August 1 and August 31 of any year. The Association shall process all revocations or modifications and submit them to the Board Treasurer by September 10 each year.

   c. By October 10 of each year, the Association will notify the Board Treasurer of the total amount of dues to be deducted for each staff member. Such notifications shall be in the form of a letter signed by the Association President or Association Treasurer and sent to the Board Treasurer.

   d. Authorized payroll deductions will be made in sixteen (16) equal installments beginning with the November pay and continuing each month through the following June.

   e. If a unit member ends his/her employment, revokes his/her Association membership outside of the opt-out window in paragraph (b), or goes on an unpaid leave of absence before all installments have been deducted, the unpaid balance will be deducted from the final payroll check and remitted to the Association Treasurer as provided below.

   f. Within fourteen (14) calendar days following the completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Hamilton Local Education Association".

2. The Association agrees to indemnify and save the Board and the Board Treasurer harmless against liability for all deductions made as long as they are in compliance with these provisions.

3. No employee organization other than the Association shall be entitled to payroll deduction of membership dues, initiation fees and assessments.

ARTICLE 11
INSURANCE

A. Coverage

1. A Preferred Provider Option (PPO) insurance plan.

2. Dental insurance — at plan coverage in effect as of January 1, 1992.

3. Life Insurance - $35,000 per employee.

4. A copy of the insurance plan shall be included by reference as a part of this Agreement.

5. Vision Insurance – Bargaining unit members can elect to participate in a group vision plan at their own expense and at no cost to the Board.

B. Contributions

1. The Board of Education will make monthly premium payments of up to sixty dollars ($60.00) for dental insurance.

2. The Board's contribution toward the PPO premium shall be eighty percent (80%). The unit member's contribution toward the PPO premium shall be twenty percent (20%).

C. COBRA

Any eligible employee who ends employment and/or loses health benefit coverage through the District may purchase the same health benefit coverage available to employees according to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or policies established by the insurer and/or the reinsurer of the District health benefits.

D. Insurance Committee

1. With the effective date of this Agreement, an insurance committee will be developed consisting of three (3) bargaining unit members, selected by the Association, the school District treasurer, and two (2) administrators. Non-voting, ex-officio members of the committee will be the Association Labor Relations Consultant and the Board's legal counsel. Any coverage changes recommended by the committee are subject to approval of the Board and ratification by the Association.

2. Upon receipt of the annual insurance renewal information, if the premium increase for the following year is less than seven percent (7%), and/or there

are no recommended plan design changes, the Insurance Committee shall not be required to meet.

3. Upon receipt of the annual insurance renewal information, if the premium increase for the following year is seven percent (7%) or more, and/or there are recommended plan design changes, the Insurance Committee shall meet within two (2) weeks of the receipt of the annual insurance renewal information in order to discuss renewal rates as well as any other topics related to insurance.

4. Either the Association President or the District Treasurer may call additional meetings of the Insurance Committee.

5. The Insurance Committee will be responsible for selecting the Section 125 Plan Third Party Administrator (TPA).

ARTICLE 12
SEVERANCE PAY

A. All unit members upon retirement from service with the District shall be granted thirty percent (30%) of their accumulated but unused sick leave up to two hundred eighty (280) days, not to exceed eighty (80) days (even if the calculation above comes to more than eighty (80) days).

B. Payment for such leave on this basis shall be considered to eliminate all sick leave credit accrued by the unit member at the time of retirement. Such payment shall be made only once to any unit member.

C. Severance pay will be paid only to those unit members who are retiring from active teaching service by utilizing either regular, early, or disability retirement provisions of any State of Ohio retirement system and whose retirement status has been confirmed (by a copy of a retirement pay stub or other documentation reasonably satisfactory to the Board's Treasurer) by the retirement system. Staff members who are on leave are not eligible for severance pay until their resignation has been accepted by the Board and provided they meet the requirements set forth above.

D. Severance pay shall be paid to the retired bargaining unit member no later than the second pay after the unit member has provided a copy of the retirement pay stub or other documentation as referenced in Article 12 Section C.

E. Upon the death of a unit member who is already eligible for STRS retirement, the Treasurer shall pay to the member's estate the amount that would have been due to the member pursuant to Sections A and B above.

ARTICLE 13
WORKING FACILITIES

The Board and the Association recognize the necessity of a clean, healthful, safe, and well-equipped environment in which teaching duties are to be performed.

A. Teacher Facilities

1. Clean, safe, well-lit and adequately ventilated classrooms of adequate size to accommodate the number of students and the type of class being conducted. Every reasonable effort will be made to appropriately regulate classroom temperatures. No student shall be assigned to a classroom unless a seat (desk) is available.

2. Well-lighted and clean restrooms for unit members.

3. Each unit member shall be provided a lockable space where he/she may safely store instructional materials, personal belongings and supplies.

4. A serviceable desk and chair for unit member use in each classroom.

5. A unit member work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

6. Not less than one appropriately furnished room per building to be reserved for the exclusive use of unit members as a faculty workroom.

7. Non-Smoking /Tobacco-Free Policy - There shall be a twenty-four (24) hour a day tobacco (including vaping) prohibition in all buildings.

8. Dry erase board space in every classroom appropriate for the grade level and/or subjects being taught therein.

9. A parking space, convenient to the area of the building in which the unit member is to perform his/her duty, shall be available.

10. Office phones and phone lines will be made available for use by unit members.

    a. No long distance phone calls will be made unless charged to a home number, reversing charges, credit card, or cleared through administrative channels.

    b. Calls will be considered private and at least one phone shall be in a place where privacy can be assured.

    c. Calls will be kept to a minimum length of time.

B. Instructional Materials

The Board recognizes that approved texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees to make available in each school:

1. Word processing and copier equipment.

2. A teacher's edition, if published, and student's edition, exclusively for each unit member's use, of all basic texts used in each of the courses he/she is to teach. Said texts will be included in those items which are a part of the unit member's annual checkout procedure as required by the building administration.

   The unit member shall be provided appropriate adaptive materials for students functioning above or below grade level.

3. Basic office supplies such as but not limited to pencils, copier paper, dry erase markers, file folders; instructional supplies such as but not limited to handwriting paper, construction paper, sentence strips, chart paper; and other supplies to maintain district supplied equipment.

4. The Board will establish procedures for unit members to requisition supplies and materials, which shall include provisions whereby the unit member may be advised as to the disposition of the requisition.

ARTICLE 14
SCHOOL DAY

A. The Board and Association agree that the school day shall provide adequate time to ensure a quality educational program for the students, unit members, and parents.

B. The regular school day for all unit members shall normally be seven and one-half (7½) hours or not less than four hundred fifty (450) continuous minutes in addition to such time as shall be required to attend contractually provided after-school activities.

A unit member assigned to two or more buildings during his/her work day shall have a minimum of fifteen (15) minutes travel time between buildings built into his/her normally scheduled work day. On any day that either building is on an alternative schedule, the building administration will work together to ensure that the students are supervised. The travel time shall be calculated from the ending time of the class in the building from which the teacher is traveling to the start time of the class in the building to which the teacher is traveling. The travel time may occur within the planning/lunch time provided that the minimum number of contractually required planning/lunch time minutes are met. A teacher who travels shall be assigned a school day schedule that does not exceed the seven and one-half (7½) hour school day for unit members, inclusive of lunch and planning time.

C. Unit members' duty day shall be in accordance with the day schedule established for the building to which they are assigned.

D. Unit members shall be required to remain after the end of the regular work day not more than one day per month for staff meetings during the school year of not more than one (1) hour duration. All such meetings shall not exceed forty-five (45) minutes beyond the end of the unit member's contract day. Unit members shall be notified of all such meetings no later than forty-eight (48) hours prior to said meeting, unless an emergency situation arises as determined by the Administration. Attendance at all other staff meetings other than during the regular school day will be at the option of the individual unit member, unless an emergency nature as determined by the Superintendent or the building principal.

E. Unit members are expected to be in attendance for planned in-service meetings, in addition to the above.

F. Of the four hundred fifty (450) minutes in the regular school day, all unit members shall have a duty free lunch period of no less than thirty (30) continuous minutes. In the elementary schools there shall be three (3) extra duty stipends available in each building for lunchroom supervision in an amount equal to 0.037 of the base salary at BA Step 0 per semester awarded to a unit member(s) who voluntarily give(s) up the thirty (30) minute duty free lunch. This stipend may be shared by two or more bargaining unit members for prorated extra duty pay. One lunchroom aide for each elementary school shall be hired to cover all of the lunch periods in the elementary

building. The lunchroom aide shall be under the supervision of the extra duty contracted teacher. In the event that all elementary lunch room extra duty stipends cannot be filled, an alternative schedule will be developed by the administration in order to provide adequate supervision of students. In this case, supplemental pay shall not be provided. The District shall have the ability to subcontract the lunchroom supervision at the elementary level.

G. Unit members within a departmentalized system in the High School and Middle School shall have a conference/planning period each day of one regular teaching period.

H. Unit members at the intermediate building shall be provided a minimum 45 minute lunch/recess (30 minute duty free lunch with 15 minute duty free planning/ conference time) and an additional 40-45 minute planning time daily, when pupils are under the supervision of special area unit teachers.

I. Elementary unit members will have at least one (1) daily conference/planning period of no less than thirty (30) continuous minutes within the regular school day for unit members. In addition, unit members in grades kindergarten through three shall have available blocks of time for conference/planning. However, such teachers will have one thirty (30) minute playground supervision duty per week, on a rotation basis. The District shall have the ability to hire a subcontracted employee to provide playground supervision in lieu of a unit member being assigned this duty at the elementary level.

Unit members teaching in pre-school will have at least thirty (30) continuous minutes planning time before or after students arrive in the morning or leave in the afternoon.

Unit members in half-day pre-school will have at least sixty (60) continuous minutes during the student day for lunch and planning, thirty (30) continuous minutes duty-free minutes of which shall be lunch. Unit members in the half-day pre-school will have twenty-five (25) continuous minutes of duty-free time at the end of the school day.

Unit members in the full-day pre-school will have at least thirty (30) continuous minutes duty-free time for lunch. Unit members in the full-day pre-school shall have sixty (60) continuous minutes duty-free time during the student day. At the end of the pre-school day, the unit members can be assigned a twenty-five (25) minute duty.

J. Regular elementary and intermediate unit members shall have no duties during the lunch period for their grade level.

K. Conference/planning time is provided at all grade levels, PreK-12, for the purpose of providing unit members with time to give individual assistance to pupils where needed, hold conferences with parents, prepare lesson plans, review areas for in-

service growth with administrative personnel, in-service activities and other similar professional activities. Such activities shall be planned daily by the classroom teacher, and where deemed necessary, with or by the building or District administration.

L. Unit members within a departmentalized system in the High School and the Middle School will not be assigned to teach in subject matter areas in which they do not hold a valid teaching certificate issued by the Ohio Department of Education (ODE). Every effort will be made to limit the number of teaching preparations within the guidelines of current curriculum practices.

M. Alleged inequities as to conference/planning time for unit members in grades one through three within a particular grade level at a building shall be brought to the attention of the administration, and if not satisfactorily resolved thereby, shall be the proper subject of a grievance. Further, the Board agrees to reduce, insofar as possible, inequities which may occur between buildings at a particular grade level.

N. Conference/planning time shall not run concurrently with duty-free lunch time.

O. All special unit members shall have schedules which provide for conference/ planning time. Every reasonable effort will be made to provide equitable time with other unit members in the same building.

P. High school department heads, middle school department heads and intermediate school team leaders, elementary grade level chairs, Light House Coordinator, and the preschool team leader, as they are created and approved and if they are maintained by the administration and the Board, shall either be assigned one less student supervision period than the normal unit member, or shall be issued a supplemental contract, at the option of the Board. Positions issued a supplemental contract shall be filled in the same manner as all other supplementals. A student supervision period means any period during which a unit member is responsible for teaching and supervision of students.

Q. Unit members will be paid at the hourly tutor rate for curriculum meetings, kindergarten screenings, and meetings required by the administration other than those meetings required by this contract.

R. Elementary and intermediate unit members' schools are requested to attend all PTA/PTO meetings and shall attend such meetings when the class to which they are assigned is a part of the PTA/PTO program.

All unit members shall attend open house meetings at their assigned schools as they are scheduled by the administration and which shall not exceed two (2) per year. If unit members are required to attend Open House, the attendance at each Open House shall take the place of one of the four (4) one-half days of student dismissal for the purpose of parent-teacher conferences as outlined in Article 15 C 4.

S. Unit members will not be assigned to substitute during their conference/planning time more than twice per semester, except as provided in Article 20. Nothing in these provisions shall prohibit unit members from assisting each other.

T. Upon request, unit members assigned as Intervention Specialists shall be provided up to four (4) one-half (1/2) days of release time per school year for the purpose of completing IEP annual reviews, IEP conferences, IEP paperwork, and/or other IEP-related testing/evaluation. The release time shall be scheduled with the Special Education Director at least fifteen (15) days in advance. The release time may be scheduled in full-day increments if approved by the building principal and the Special Education Director. The taking of this release time shall not cause the teacher to be out of compliance with the IEPs of their students.

ARTICLE 15
SCHOOL YEAR AND CALENDAR

A. The Association and the Board recognize that the school calendar is a concern of employees, students, parents, and the community. The Association may submit up to two (2) calendars for Board consideration, at least thirty (30) days prior to the adoption date, in each year in which the Board will be adopting a calendar. Each proposed calendar may be for up to a two (2) year period. The Association President or designee shall be provided the opportunity to make a presentation to the Board regarding its proposed calendar(s).

B. The Board may consider input from any source prior to adoption of the official calendar. After complying with the procedures contained in Section A above, the Board has the right to adopt the official calendar as it sees fit at any time following the Association presentation. The calendar may be for up to a two-year period.

C. Guidelines for development of a school calendar should include, but not necessarily be limited to:

1. Date unit members will report for duty.

2. Date school year for unit members shall end.

3. Unit members shall be on duty for no more than one hundred eighty-five (185) days in the school year, with the exception of those unit members with additional days of extended service.

4. The school calendar shall include the equivalent of four (4) one-half days of student dismissal for the purpose of parent-teacher conferences and up to four (4) days for professional meetings for unit members. Scheduling of parent-teacher conference days need not be in the same manner nor on the same dates in all buildings.

5. The calendar year shall show an opening and closing day for both students and unit members, holidays, recesses, workshop and/or conference dates, release time dates for parent/teacher conferences and professional meeting dates (Central OEA/NEA, Inc. and local in-service meetings).

6. Extended service limited contracts will be issued no later than June 1st for the following contract year. Unit members on extended service shall spend these extended service days prior to the opening day of the following school year and not past June 30 of the current school year as specified in the limited contract issued for that assignment.

7. In case of emergency of any kind, the Superintendent reserves the right under provisions of ORC Section 3317.01 to alter the school calendar to protect the welfare of pupils, unit members and parents of the District. Unit members shall

not be required to report to work on days when schools are closed due to weather or other public calamity. Unit members shall not be paid both for such days when schools are closed and on any days when school is made up.

ARTICLE 16
CLASS SIZE

A. It is recognized by the Board and the Association that class size is a reasoned criterion as prescribed in the Minimum Standards adopted by ODE.

B. The Board pledges that planning, primarily as to the utilization of facilities and personnel, shall be directed toward attaining and maintaining these new State Standards. Every effort will be made to provide and maintain class size which is appropriate for the type and age of pupils, the subject being taught, and the classroom which is to be used.

C. Every reasonable effort will be made to maintain a ratio of unit members to pupils on a District-wide basis of at least one (1) full-time equivalent classroom unit member per twenty-five (25) pupils in average daily membership.

D. Every reasonable effort will be made to maintain a ratio of unit members to pupils in kindergarten through third grade on a District-wide basis of at least one (1) full-time equivalent classroom unit member per twenty-five (25) pupils in average daily membership.

E. Every reasonable effort will be made to maintain a minimum of five (5) full-time equivalent service personnel on a District-wide basis for each one thousand (1,000) pupils in average daily membership.

F. The Board of Education and the Association recognize that class size must be established in relationship to the availability of appropriate physical space and adequate financial resources.

G. Equitable class size shall be maintained within grade levels, within an elementary/ intermediate building, and/or between comparable courses in the Middle School or High School. Furthermore, it is recognized by the Board and the Association that class size and student load in the Hamilton Township High School, based upon standards prescribed by the AdvancED Accreditation, are reasonable goals.

ARTICLE 17
CREDIT FLEXIBILITY

The purpose of Credit Flexibility is to offer students a variety of learning opportunities either within or outside of the traditional classroom.

If a student is enrolled in Option C and the unit member's job duties are required to be completed outside of the teacher's regular contract day and are in addition to a regular, full-time teaching assignment, the teacher shall be compensated as follows:

Step BA-0 not to exceed twenty (20) hours

The teacher of record shall determine final credit, except for students utilizing Option B, the test out provision.

Credit Flexibility courses are for credits.

Credit Flexibility is not a means to eliminate existing courses offered in the regular classrooms.

Teaching experience in the desired content area is preferred, and for core academic subjects, a teacher must be highly qualified (HQT). The two exceptions are if a student is enrolled in online coursework for Option C, or if a student is enrolled in an interactive distance learning course, the teacher need not be HQT.

Core academic subjects as outlined by ODE include the following: English language arts, science, mathematics, fine arts (dance, music, drama, visual arts), foreign language, government, history, economics, and geography.

ARTICLE 18
COLLEGE CREDIT PLUS

A. In order to be qualified to teach a College Credit Plus (CCP) course, the unit member must be approved by the college/university to teach the course. The unit member shall be given professional leave time to attend mandatory meetings/training with the college partnering with the District to provide CCP courses provided the training occurs during the contractual work year/work day. If the unit member is required to attend mandatory meetings/training with the college outside of the contractual work year/work day, the unit member shall be compensated as follows:

   1. If the work is outside the contractual work year, the member will be paid at the substitute rate; if the work is outside of the contractual work day, the member will be paid at the hourly rate established in Article 14, Section Q.

B. A unit member may decline a request by the administration to obtain additional coursework required to be credentialed to teach a CCP course.

C. Any evaluation conducted by the college of a unit member instructing a CCP course shall not have any force or effect on the unit member's District evaluation.

ARTICLE 19
STUDENT BEHAVIOR

A. The Board of Education and the Association recognize that a positive school climate, proactive behavior supports, and a tiered system of interventions are essential for effective teaching and learning. Staff and administration shall be responsible for addressing and supporting student behavior in alignment with the district's Multi-Tiered System of Supports (MTSS) process, ensuring all students receive appropriate preventative, targeted, and intensive interventions based on data and need. The staff and administration shall also be responsible for handling and correcting the behavior of any student who disregards school rules and regulations.

B. Any student who demonstrates persistent or significant behavioral challenges shall be referred to the appropriate school administrator. Tier 1 classroom management strategies should be utilized before a student is removed unless the behavior poses an immediate safety concern or ongoing disruption to the learning process. Any pupil removed for disciplinary reasons from a classroom or teaching station shall be directed immediately to the appropriate school administrator.

C. Any unit member who refers a student for Tier 2 or Tier 3 intervention shall document the referral using the District’s behavior tracking system.

D. For disciplinary actions, the unit member shall submit a discipline referral report to the school administrator in charge of discipline on the same day. This report shall include a statement of facts, historical conditions, steps taken to remediate the problem and motivate the student, and disciplinary steps taken before referral. Administration shall respond to the unit member informing him/her of an update within one (1) school day.

E. Administrators and unit members share responsibility for creating a predictable, consistent, and supportive environment. Schools shall implement Tier 1 behavioral expectations and interventions schoolwide, ensuring students understand and follow expectations. This responsibility extends to the education and control of the student body, both in and out of the classroom, during the school day and/or when officially associated with an authorized school function.

F. The Board shall ensure that administrators provide consistent and fair implementation of student behavioral expectations. All staff shall receive professional development on classroom management, trauma-informed practices, and positive behavior interventions (PBIS). The Board, through the Superintendent, shall instruct building principals and all other personnel to offer full support and cooperation in ensuring compliance with all school regulations.

G. Behavioral expectations, interventions, and discipline data should be reviewed regularly to ensure effectiveness, equity, and alignment with MTSS best practices. Data-driven decision-making will be used to refine intervention strategies as needed.

H. If regulations are being ignored, they shall be evaluated. If found to be sound, immediate compliance shall be stressed; if found to be obsolete or unsound, they shall be immediately withdrawn from operation.

I. Each school will maintain a Behavioral Support & Intervention Committee that aligns with the District's MTSS process and includes an administrator, a teacher from each grade level (or department in grades 9-12), a special education teacher, and a specials teacher. This committee will: review school-wide behavior data and trends, identify areas needing additional Tier 1, 2, or 3 interventions, support professional development on positive behavior supports, restorative practices, and SEL strategies, and provide recommendations for improving intervention fidelity and student supports. The committee shall also review student discipline data in the aggregate, classroom management concerns as brought to the committee by a unit member, discuss problem areas, and recommend building-level professional development activities related to improving classroom management and student discipline. Items for discussion may also be brought forward by building administration as necessary. Meetings shall be held at least monthly to ensure timely data review and decision-making, unless the parties mutually agree to cancel a meeting. Any recommendations developed by the committee(s) may be presented to the Superintendent and the Board of Education.

J. Nothing herein shall limit a unit member’s right to emergency remove a student pursuant to ORC 3313.66.

ARTICLE 20
COMPENSATION FOR DEFERRED CONFERENCE/PLANNING TIME AND ABSORPTION OF STUDENTS

A. The purpose of this policy establishes guidelines which ensure minimal interruption of the educational process for students when unit members are absent from their normal teaching duties and assignments. When unit members are assigned by their building principals to perform teaching duties during their normal conference/ planning time or required to absorb additional students into their class, unit members will be compensated in an equitable manner.

B. Conference/planning time in the elementary and intermediate grades means those blocks of time when special area unit members are assigned to teach in self-contained classrooms. In a departmental or secondary setting, conference/planning time is that period designated on the unit member's master schedule as the conference/planning period.

C. The following guidelines will apply to administer this type of compensation:

1. Each building principal will first attempt to secure substitute teachers for all classroom teachers, special area teachers, and intervention specialists who are absent from their assignments. Assignments of additional students to unit members will be made as a last resort to provide the most educationally sound solution to the absence of the regular classroom unit member.

2. Unit members who receive deferred conference/planning time compensation or absorption will verify on the proper form from the Treasurer's office that they had extended a normal school day by the equivalent amount of deferred conference/planning time before they receive such compensation (time to be made up, on or off school premises, at discretion of unit member). A deferred conference/planning time compensation form must be submitted electronically to and approved by the building principal.

3. Unit members assigned to the elementary building shall receive compensation equal to 0.0050 of Step Five on the BA Degree Column of the negotiated Salary Schedule on the second paycheck each December. This payment will compensate unit members for the first ten (10) occurrences of absorbing students. An occurrence is defined as each day that a unit member absorbs students, regardless of how many individual students are absorbed.

   Unit members who are assigned additional students to be absorbed into their regular classes shall be compensated at the current rate as per this Section of the Contract, starting with the eleventh (11^{th}) time each year that the member absorbs additional students. The first ten (10) occurrences per member of absorption each year will not be eligible for this additional compensation. Such compensation shall be prorated, based upon the portion of the day and portion of the class being absorbed. Unit members must submit an electronic

Absorption Compensation form via email to the building principal to receive pay.

Specials Teachers:
Individual specials teachers who absorb students at the Middle School shall receive compensation equal to 0.010 of Step Five on the BA Degree Column of the negotiated Salary Schedule on the second paycheck each December. This payment will compensate specials teachers for the first ten (10) occurrences of absorbing students. An occurrence is defined as each class that a unit member absorbs. At no time shall a specials teacher absorb more than one (1) additional class of students.

Individual specials teachers at the Middle School who are assigned additional students to be absorbed into their regular classes shall be compensated at the current rate as per this Section of the Contract, starting with the eleventh (11^{th}) time each year that the member absorbs additional students. The first ten (10) occurrences per specials teacher of absorption each year will not be eligible for this additional compensation. Such compensation shall be prorated, based upon the portion of the day and portion of the class being absorbed. Specials teachers must submit an electronic Absorption Compensation form via email to the building principal to receive pay.

Except for the specific unit members referenced in this section of the contract, no other unit member shall be asked or directed to absorb students.

4. Compensation for conference/planning blocks of time shall be reimbursed based upon the hourly rate at the fifth step of the B.A. degree level.

5. Unit members will not be assigned to substitute during their conference/ planning time more than twice per semester unless the building principal declares that an emergency exists. Nothing in these provisions shall prohibit unit members from assisting each other; however, unit members will be reimbursed as per number 3 or 4 of this Article for all assigned substitutes or absorption.

ARTICLE 21
REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of teaching positions under ORC Section 3319.17 or for financial reasons, the following procedures shall apply:

A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Those contracts to be suspended will be chosen as follows:

1. All unit members will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority. Unit members will be deemed to have comparable evaluations for the purpose of RIF with those unit members who have the same rating on the evaluation. In the event of a reduction, a unit member who has received an evaluation rating of Skilled and wishes to appeal the rating may do so by requesting an appeal in writing to the Superintendent. Such appeal shall be heard by the Superintendent/designee within three (3) calendar days. The Superintendent/ designee shall review all evidence presented and consider it with the rubric. Within one (1) school day, the Superintendent/designee will announce that he/she has either upheld the evaluation rating of Skilled or has deemed the rating Accomplished. The decision of the Superintendent/designee shall be final and binding. The rating shall remain in place for the unit member until such time as the next full-cycle holistic evaluation rating has been recorded.

2. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this District.

    a. Board approved leave of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

    b. If two or more unit members have the same length of continuous service, seniority will be determined by:

        i. the date of the Board meeting at which the unit member was hired, and then by;

        ii. the date the unit member signed his/her initial employment contract in the District, and then by;

        iii. the initial date of the personal interview.

3. The order of reduction in each certification/licensure area shall be as follows:

   a. First: members holding limited contracts based on:

      i. Licensure/Certification;

      ii. Members who have not yet received an evaluation rating.

   b. Second: members holding limited contracts based on:

      i. Licensure/Certification;

      ii. Competency as determined by the evaluation;

      iii. When evaluations are comparable, the lowest seniority in the District.

   c. Third: Members holding continuing contracts based on:

      i. Licensure/Certification;

      ii. Competency as determined by the evaluation;

      iii. When evaluations are comparable, the lowest seniority in the District.

4. A unit member identified to be reduced may displace another unit member if:

   a. He/she possesses a valid license/certificate in another area;

   b. He/she has earned a comparable or higher evaluation rating; and

   c. He/she has more seniority than the unit member he/she is going to displace.

5. The Board recognizes teaching fields as determined by the ODE, Division of Certification.

B. Effective Date of the RIF

The effective date shall be determined by the Board of Education.

C. Notice

The Superintendent/Designee shall notify the HLEA President of the specific reasons for, and the nature of, any anticipated staff reduction no less than twenty (20) calendar days prior to Board action on a reduction in force.

D. The names of unit members whose contracts are suspended in a reduction in force will be placed on a recall list during the duration of this contract from the date of the reduction. Unit members on the recall list will have the following privileges:

1. No new teachers will be employed by the Board while there are unit members on the recall list who are certificated for the vacancy.

2. No transfer, reassignment, or involuntary reassignment shall be made during a period of RIF until all eligible, qualified unit members are offered recall.

3. No non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible unit member remains on RIF status.

4. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a RIF'd unit member. If the State of Ohio makes any changes related to the qualifications and/or certifications required for a position, the District shall have the ability to fill the position in accordance with the state changes.

5. Unit members on the recall list will be recalled in reverse order of seniority for vacancies in areas for which they are certificated/licensed.

6. If a vacancy occurs, the Board will send a certified announcement to the last known address of all unit members on the recall list who are qualified according to these provisions. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing to the District office within seven (7) calendar days. Any unit member who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

7. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

8. Suspended unit members may elect to pay the total premium for group life, hospitalization, and other group insurance benefits pursuant to the applicable COBRA regulations.

E. The Board retains the right to employ the number of unit members it deems necessary in order to provide the best instructional program on behalf of the school district and the community it represents.

F. The parties agree that these procedures apply only to the suspension of contracts under ORC Section 3319.17 or for financial reasons. This Article shall not require

the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE 22
ASSAULT LEAVE

A. The Board shall grant up to fifteen (15) days of paid assault leave due to injury or illness resulting from a physical assault on a unit member which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

1. The unit member's conduct was within the bounds of general standards of professional behavior;

2. The building administrator or other appropriate administrator is notified as soon as possible of the occurrence;

3. The unit member submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below;

4. The unit member provides a physician's statement describing the duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by a Board physician;

5. In the event the foregoing conditions are satisfied, none of the first fifteen (15) days of absence resulting from such occurrence shall be deducted from the unit member's accumulated sick leave or personal leave. Of the fifteen (15) days of paid assault leave, no more than five (5) days may be used non-consecutively;

6. Worker's Compensation cannot be received simultaneously with sick leave and assault leave benefits. Salary benefits received from Worker's Compensation while receiving sick leave and assault leave benefits shall be remitted to the Treasurer.

ARTICLE 23
PARENTAL COMPLAINT PROCEDURE

A. When a complaint is made to the Board or any of its members or administrators concerning a unit member's conduct or other activities that relate to the unit member's employment duties and the concern is thought to be serious enough to become a matter of record or be reflected in the bargaining unit member's evaluation, the unit member shall be informed of the stated concern by the appropriate administrator within five (5) days. The appropriate administrator and unit member shall attempt to resolve the party's complaint.

B. When a principal or administrator finds it necessary to make a notation in a unit member's file, which reflects adversely upon a unit member, the unit member will be offered an opportunity to read such notation. The unit member will acknowledge having read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The unit member shall also have the right to answer such notation and said answer shall be attached to the file copy. Upon request of the unit member, notations will be destroyed after three (3) years if no disciplinary action has been taken concerning the complaint, and the notation is untimely, incomplete, inaccurate, or irrelevant.

C. Should the complaining party still not be satisfied and take the concern to the Board, the unit member shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such complaint be grounds for action or reprimand or discipline against a unit member without the unit member having prior notice that would allow the unit member to attempt to resolve the concern or provide information on the issue to the administration.

ARTICLE 24
PROFESSIONAL AND ACADEMIC FREEDOM

A. It is recognized by the Board and the Association that academic freedom is a student and individual bargaining unit member right and that such freedom is granted to students and unit members by the District in order that they may study, investigate, and interpret concepts when pursuing Ohio Learning Standards.

B. The unit member shall ensure that all teaching methods and strategies are consistent with the approved Ohio Learning Standards course content. Unit members shall ensure that teaching methods match the needs of the learner and remain within the scope of the Ohio Learning Standards. The Board agrees that it shall guarantee the Constitutional rights of unit members and students within the compliance of this policy.

C. In the event that a bargaining unit member's written grade or written grade level assignment recommendation is changed, the bargaining unit member will be notified of the change by the unit member's principal. The Board will defend and indemnify any bargaining unit member subjected to suit as the result of a grade or grade level assignment contrary to the member's recommendation.

ARTICLE 25
BEGINNING TEACHER PROGRAM

A program for beginning teachers will be established to reflect current requirements for licensure.

ARTICLE 26
ASSOCIATION PRIVILEGES

A. Building representatives of the Association in each building may use the designated bulletin board space as approved by the building principal to post notices for Association concerns. Such notices shall be limited to the following:

1. Association meetings.

2. Association elections and appointments.

3. Results of Association elections.

4. Recreational and social events of the Association.

5. General communications relevant to the Association.

The building principal and Superintendent will direct building representatives to remove inappropriate materials from bulletin boards.

B. Representatives of the Association, with prior approval from the building principals, may make announcements during school faculty meetings either at the beginning or ending of such meetings.

C. Representatives may make announcements over the building public address system before and after the student day after notifying the building principal.

D. The Association President shall receive notice of any scheduled Board meetings and will receive the agenda of regularly scheduled meetings at the same time as the members of the Board of Education.

E. Any employee of the teaching staff may request to speak to the Board in compliance with Board policy governing addressing the Board in public session.

F. Personnel directories, which includes the telephone number for the administrators' District-provided cell phone number, will be published on the District Directory. Such directory shall be updated at least quarterly. The Personnel directory shall include, at a minimum, the employee's name, assigned building, assigned position, and if a bargaining unit member, the content or grade level being taught.

G. The President of the Association may, upon notification to and approval by the Superintendent, address unit members during staff development days and new employee orientation days at the beginning of each school year.

H. The Association building representative, upon notification to the building principal, may use individual school equipment. The Association will have the right to use school buildings at reasonable times for meetings provided prior approval is received

from the building principal. All equipment will be checked as to condition by the building principal prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace at pro-rated market value. Supplies in connection with such equipment will be paid for by the Association.

I. The Association may place organization identification on the mailboxes of Association members and place communiqués within them.

J. Negotiation meetings shall normally be scheduled on other than school time. However, if by mutual agreement, negotiations are scheduled on school time, unit members shall be released from their duties without loss of pay.

K. The President and/or designee of the Association may visit the schools of the District before and after his/her normal unit member duty day, and during his/her duty free lunch.

L. Association building representatives may call building meetings of the Association members assigned to the building before or after the normal student day, as long as said meetings do not conflict with the regularly scheduled unit member duties.

M. Association membership is annual with the membership year being September 1 – August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels his/her membership.

N. Professional dues will be deducted in equal amounts as specified in Article 10(J), and the Association is responsible for supplying the proper form for authorization. Authorization and membership continues from year to year unless an Association member notifies the Association Membership Chairperson or Association President, and the Board Treasurer in writing between August 1 and August 31 of any given school year to discontinue such deduction and membership. Such authorization shall be effective with the first pay period after receipt of the authorization by the Treasurer. A member may cancel his/her membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.

O. The Board and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the right of employees to refuse to form, join and participate in such activities. When a refusal is registered by an employee, the Association shall not coerce an employee to join, participate in the activities of the organization, or to pay dues to the organization.

P. There will be no reprisals of any kind by either the Board or the Association against any employee by reason of participation or nonparticipation in the activities of the Association.

Q. Release Time: The President of the Association and/or designee will be granted up to eight (8) Association leave days in one-half or full-day blocks annually to conduct Association business on behalf of the membership.

R. District HLEA Group:

1. The HLEA Group bulletin board shall not be used by any member of the bargaining unit on his/her instructional time.

2. The HLEA Group bulletin board shall not be used by any member of the bargaining unit for political purposes or contain political content, including, but not limited to, endorsement of a candidate for office or statement of support or opposition to a school levy or bond issue.

3. Use of the HLEA Group bulletin board shall be subject to the terms of any applicable Acceptable Use Agreement(s) and/or Board policies, including, but not limited to, prohibitions on communications that violate federal or state law.

4. No member of the bargaining unit shall post messages or content on the HLEA Group bulletin board during the work day, except during teachers' duty-free lunch period.

5. The HLEA acknowledges and agrees that the Board Superintendent shall have unrestricted access to the HLEA Group bulletin board.

6. The HLEA agrees to distribute the attached memorandum (Appendix I) at the beginning of each school year upon signing of this Agreement by all parties, to inform its members of the conditions for use of the HLEA Group bulletin board.

7. The HLEA further agrees that its officers will take responsibility for policing the HLEA Group bulletin board with such frequency as reasonably possible for messages or content in violation of the restrictions set forth in R.2 or R.3 above, immediately deleting any such messages or content. HLEA will notify the Board Superintendent of the same as soon as reasonably possible.

8. Both parties agree that, if the Board's agents or representatives find any message or content on the HLEA Group bulletin board in violation of the restrictions set forth in R.2 or R.3 above, the Board may remove the message or content and a removal notice containing any removed message or content will be sent to the HLEA President. After HLEA officers have reviewed the removed message or content, if the HLEA disagrees as to whether the message or content on the HLEA bulletin board violates a restriction set forth in R.2 or R.3 above, representatives of the parties shall confer as soon as reasonably possible to discuss in good faith a means for resolving the dispute.

If, as a result of the conference, no resolution is obtained, each party may exercise whatever lawful remedies are available to it in the circumstance.

9. This Agreement shall not be construed to proscribe the Board's remedies or authority under existing Acceptable Use Agreements and/or Board policies.

10. This Agreement shall not be construed to require the continuation of the existing electronic bulletin board if technological changes make continuation impractical and the Board decides to discontinue the existing electronic bulletin board function for all users.

11. If new software or hardware provides a similar communications function, and this function is being made available to other school-related groups, the Board agrees to meet and confer as to how this function can be made available to the HLEA on the same terms and conditions as is offered to the other school-related groups.

S. Board Copy Machines

1. Upon signing of this Agreement by all parties, the HLEA will provide the Board Superintendent with a written list of the HLEA officers/designee (no more than one per building plus the HLEA President) who have authority to make copies of documents for union business.

2. The Board will then permit the identified officers/designee to use copy machines owned or leased by the Board to make copies for union business, provided the officers do so on their non-work time and provided they keep a handwritten log of the number of copies made. Said log shall be subject to Board inspection at any time.

3. The HLEA officers/designee making copies shall also provide advance notice (verbal or via e-mail) to the building principal of when they wish to use the building copier and the number of copies to be made.

4. Copying for instructional purposes must be given priority over copying for HLEA purposes.

5. As with other users, the HLEA may not use the Board copy machines in a manner that violates Board policies or federal or state law, including the copyright laws.

6. For as long as the amount charged by the Board to the public for copies of public records remains $.10/page (ten cents per page), the HLEA shall also be charged $.10/page (ten cents per page) to make copies for union business, except that, if the HLEA provides its own paper for copies, the HLEA shall be charged only $.05/page (five cents per page) for copies. If the amount charged

by the Board to the public for copies of public records is increased above $.10/page because of an actual cost increase to the Board, then the amount charged to the HLEA to make copies for union business shall be increased by the actual increased cost amount, whether or not the HLEA provides its own paper. (Example: If the charge to the public goes up by $.02 to $.12/page because the Board's actual cost increased $.02, then the HLEA will pay $.07/page if it provides its own paper.)

7. The parties further agree that, if a copy machine owned or leased by the Board malfunctions while being used by an HLEA officer/designee, the officer/designee should immediately notify the building principal or building secretary. If this occurs after hours when neither the building principal nor building secretary are present, then the officer/designee should immediately notify the building principal of the problem via e-mail.

T. Teacher Professional Organization (TPO)

1. Upon written notification by the Association President/designee, a supplemental contract shall be issued to any unit member performing work for the Hamilton Local Education Association and/or affiliate of the Association. The written notification shall include the name(s) of the unit member(s) performing the work, the time period of the work to be performed, and the amount to be paid for the work.

2. To comply with STRS rules, the employer and unit member's retirement contributions must be paid on the member's supplemental contract.

3. The Association shall reimburse the Board for the amount of the supplemental contract plus the required retirement contributions paid by the employer and the unit member.

ARTICLE 27
MILEAGE REIMBURSEMENT

The mileage reimbursement rate for traveling unit members or any unit member required to use his/her personal automobile for school business or conferences, workshops, etc., shall be the current Internal Revenue Service (IRS) rate.

ARTICLE 28
EMPLOYMENT OF RETIRED TEACHERS

A. For purposes of salary schedule placement upon initial employment, a previously retired teacher (PRT) will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). A PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.

B. PRTs will only be offered one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal.

C. PRTs may be re-employed with Board approval, but shall not become eligible for continuing contract status.

D. For purposes of Reduction in Force, PRTs will not accrue seniority.

E. PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

G. PRTs shall be entitled to all other contractual benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

H. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC Sections 3319.11, 3319.13/14, 3319.111, 3319.17, and 124.39(B).

ARTICLE 29
HOME INSTRUCTION

Unit members providing home instruction shall not be entitled to the benefits of this contract except that they shall be paid at an hourly rate equivalent to the BA, Step 5 rate on the current salary schedule.

ARTICLE 30
STATE TEACHERS RETIREMENT SYSTEM PICK-UP

A. The Board of Education will assume and pay (pick-up) contributions to the STRS on behalf of its professional and/or certificated employees with the following terms and conditions:

1. The amount to be assumed and paid on behalf of each employee shall be the total employee mandatory contribution to the STRS. The employee's annual compensation shall be reduced by an amount equal to the amount assumed and paid by the Board.

2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation, which includes the amount of pick-up computed herein.

3. The assumed or pick-up percentage shall apply uniformly to all certificated employees. No employee covered by this provision shall have the option to elect a wage increase or any other benefit in lieu of the employer pick-up.

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

ARTICLE 31
LABOR/MANAGEMENT COMMITTEE

A. There shall be a ten (10) person labor/management committee, with five (5) members appointed by the Board and five (5) members appointed by the Association.

1. Purpose and Responsibility

Under the negotiated agreement, a labor management committee will be created each school year. The purpose of this committee is to have an open round table discussion of items in the buildings. The committee meets four (4) times a year (once a grading period). The topics that are discussed are items that teachers would like to see resolved.

2. Composition of the Committee

The committee will be made up of ten (10) members. There will be one (1) representative from each building (High School, Middle School, Intermediate School, Elementary School, and Preschool) and five (5) administrators.

3. Selection of members and Filling of Vacancies

The Superintendent will appoint the administrators to the Committee and an administrative team leader, and the Association will appoint the teachers and a teacher team leader to the Committee. Vacancies and new appointments will be filled in the same manner. Each party shall use whatever appointment process it chooses.

4. Terms of Members

Members will serve terms as determined by their appointing body.

5. Chairperson and Quorum

The Chair of the Committee will be rotating. An administrator will chair the first meeting of the school year. At the first meeting, the person to chair the subsequent meetings will be decided upon.

The Chair for the meeting will be responsible for posting a reminder for the meeting at least a week in advance, as well as preparing the agenda for that meeting.

A quorum will consist of at least three (3) teachers and three (3) administrators. The committee cannot take any official action unless a quorum is present.

If an appointed team member cannot be present, a substitute may be sent in his/her place.

Meetings will be run by whatever procedure the group agrees to by consensus. If a consensus cannot be reached, Robert's Rules of Order will be used.

If an issue concerns a specific group of people, representatives from that group may be members of the committee for that meeting. (i.e., a specific building issue that principal and teachers from that building may need to be present for the discussion)

6. Decision Making

Decision making will be made by consensus.

7. Meetings

The scheduled meetings will be held the first week after the end of the nine (9) weeks. If there are no issues to be discussed, the meeting can be cancelled if the team leaders agree. Once a topic has been submitted for the agenda, the meeting must be held.

If issues arise that need to be addressed, additional meetings can be scheduled.

8. Record Keeping

The Chair for that meeting shall also serve as secretary and will be responsible for recording the actions of the meeting. Meeting notes will be posted in a shared folder available on the District's Google Drive.

9. Procedures

For a topic to be brought to the LMC for discussion, it must first have been discussed at the building level. The building administrator, the staff LMC representative, along with other staff members who may be involved, will have a meeting to discuss the issue and try to come to a resolution. This attempt to solve the problem will be documented on the LMC form attached as Appendix J. This step may be bypassed if the issue is of a critical or time sensitive nature. If the issue cannot be resolved at the building level meeting, or it is not resolved after a tentative solution has been agreed upon, then the issue can be brought to the LMC.

Training: Not more than once per contract cycle, and upon the request of either party, all members of the LMC shall be trained by an outside party in consensus

decision making. If there is a fee for such training, the costs shall be split evenly between the parties.

10. Resolutions/Solutions

Issues that are brought to the LMC can still be taken through the grievance process if a resolution is not reached.

ARTICLE 32
TUITION WAIVER FOR FACULTY CHILDREN

Tuition waiver for faculty children shall be available under the following conditions:

A. Unit members shall apply for tuition waiver on the form attached as Appendix F. Application for tuition waiver must be made by June 30 of each year, unless an exception is granted in writing by the Superintendent. A new application must be turned in each year even if the student is already enrolled in this program.

B. Students who are already enrolled in this program and who timely apply for enrollment for the succeeding school year may only be denied enrollment if the student fails to meet the criteria outlined in this Article.

C. The school district is not required to enroll students under this program if the admission of the student would require any new or additional programs or classes, the hiring of any additional staff or the spending of any money other than for routine supplies.

D. Special needs students will be enrolled under this program only if enrollment levels in the applicable existing special needs class is less than seventy-five percent (75%) of the capacity as prescribed by Ohio Administrative Code (OAC) Rule 3301-51-09.

E. Once a student is enrolled in this program, if the student is evaluated for special education purposes the district of the custodial parents' residence must be involved in the evaluation process.

F. The District is not responsible for transportation of students enrolled pursuant to this program.

G. The District may deny admission to students who have been suspended or expelled from their previous or current school district within the last three (3) school years, and may terminate the tuition waiver of a current student who has been recommended for expulsion from the District.

H. The availability of programs at Eastland/Fairfield Career Centers to students who do not reside in the applicable residence area is solely subject to the rules and regulations of those career centers.

I. Ohio High School Athletic Association (OHSAA) eligibility guidelines will be in effect for all students transferring to the District under this program.

ARTICLE 33
TUITION REIMBURSEMENT

A. The Board will provide tuition reimbursement to unit members up to fifty thousand dollars ($50,000) each fiscal year for the duration of this agreement**.** Dependent upon IRS Rules and Regulations, tuition reimbursement may be a taxable benefit. In the event the amount of tuition reimbursement is not exhausted in any given fiscal year, the unused portion shall be carried over and available for use during the next fiscal year. At the beginning of any fiscal year when the carryover amount is greater than one hundred thousand dollars ($100,000), the Board will not provide an additional fifty thousand dollars ($50,000).

B. The reimbursement is intended for use by unit members who cannot use fee scrip for the courses. The fee scrip committee will administer the fund on the same basis as it administers fee scrips.

C. If the Board pays for a unit member to attend a conference, and the unit member wants to obtain graduate hours also for that conference, the unit member will not be eligible for tuition reimbursement. However, the unit member may elect to apply for tuition reimbursement instead of asking the Board to pay for the conference.

D. If fee scrips are provided to the Board in exchange for participating in a student-teacher program, the hosting teacher shall have the right to use those scrips. If the hosting teacher declines the scrips, the scrips shall be distributed according to the Fee Scrip Committee.

E. Unit members who request and are granted an unpaid leave of absence for childcare purposes beyond the six week period after the birth shall not be eligible for tuition reimbursement or fee scrip for classes begun and completed during the unpaid child care leave. Host teachers on extended leave will remain eligible for fee scrip earned.

F. The Treasurer shall inform the Association President of the final disbursement amount for tuition reimbursement per individual unit member within thirty (30) calendar days of each disbursement.

G. The District form, Appendix K, is due to be submitted not later than June 30th following the completion of the coursework being reimbursed.

ARTICLE 34
INCLUSION

A. Unit members may voluntarily attend team meetings where possible (outside of the workday or during conference time, etc.). No extra pay will be made for such attendance.

B. The Board will provide relevant information about a special needs student to the unit member who is going to be getting the student.

C. Within three (3) school days of the evaluation team meeting the unit member may submit written comments to be attached to the team meeting report for consideration in writing the IEP.

D. Unit members will not be required to handle bodily fluids or blood borne pathogens, perform medical procedures, administer meds, diaper, or lift students, on a regular basis.

ARTICLE 35
HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE

Horizontal movement on the salary schedule can occur twice per school year. If appropriate documentation is provided to the Treasurer's office by September 15, pay will increase effective at the beginning of the school year. If appropriate documentation is provided to the Treasurer's office by January 15, pay will increase effective with the first payroll in February.

ARTICLE 36
BACKGROUND CHECKS, FINGERPRINTING, AND LICENSURE

The Board shall pay employee costs for performing fingerprinting and State Bureau of Criminal Identification and Investigation (BCI&I) background checks conducted by the District once every five (5) years for those bargaining unit members who have five or more years of experience in the District. If a bargaining unit member resigns from the District within twelve (12) months of the District paying this cost, the bargaining unit member must reimburse the District for the cost.

ARTICLE 37
TEACHER OF RECORD

A. The “Teacher of Record” shall be the teacher who is responsible for assigning the grade to the student or is responsible for providing daily instruction to a specific student.

B. The Teacher of Record is required to have proper certification/licensure to teach the subject/grade level for which he/she has been designated to assign a grade to a student. If the individual assigned to teach a course/class does not have proper certification/licensure to teach the subject/grade level, the Superintendent/ designee shall inform the Association President within five (5) days of becoming aware that the individual does not have the proper certification/licensure. The parties will meet to attempt to come to agreement regarding how to address the issue. Should agreement not be reached, the parties shall retain all rights under the laws of the State of Ohio, this Agreement, and any/all rules or regulations set forth by the Department of Education to seek remedy.

C. Administration shall notify the Teacher of Record in writing within two (2) work days when a student is withdrawn from the course or when the student is placed on Home Instruction. Within five (5) work days of the student being withdrawn from the course or when the student is placed on Home Instruction, an Administrator shall be designated and assigned Teacher of Record for the student.

ARTICLE 38
DURATION AND IMPLEMENTATION

A. This Agreement shall be effective from July 1, 2025 through June 30, 2028.

B. This Agreement supersedes any policy, rule, regulation, or practice of this Board, which may be contrary or inconsistent with the terms of this Agreement.

C. If any provision of this Agreement or any application of this contract to the Board, the Association, or any of the unit members who are covered by this contract is found to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions of this contract shall continue in full force and effect.

FOR THE BOARD:

Walter D. O'Leary
Board President

Date: 4/14/2025

Treasurer

Date: 4/14/2025

Superintendent

Date: 4/14/2025

Negotiating Team Member

Date: 4/14/2025

FOR THE ASSOCIATION:

Association President

Date: 4/14/2025

Tina Fisher
Negotiating Chair

Date: 4/14/2025

Brittany Smith
Negotiating Team Member

Date: 4-14-2025

Deanna Watson Urban
Labor Relations Consultant

Date: 4/14/2025

APPENDIX A

HLEA Salary Index

Step	Bachelor	5YR	MA	MA+30
0	1.0000	1.0400	1.1200	1.1650
1	1.0400	1.0800	1.1650	1.2100
2	1.0800	1.1200	1.2100	1.2550
3	1.1200	1.1650	1.2550	1.3050
4	1.1650	1.2100	1.3050	1.3550
5	1.2100	1.2550	1.3550	1.4050
6	1.2550	1.3050	1.4050	1.4600
7	1.3050	1.3550	1.4600	1.5200
8	1.3550	1.4050	1.5200	1.5800
9	1.4050	1.4600	1.5800	1.6400
10	1.4600	1.5200	1.6400	1.7000
11	1.5200	1.5800	1.7000	1.7700
12	1.5800	1.6400	1.7700	1.8400
13	1.6400	1.7000	1.8400	1.9100
14	1.7000	1.7600	1.9100	1.9800
15	1.7300	1.7900	1.9450	2.0150
16	1.7500	1.8100	1.9660	2.0360
17	1.7650	1.8300	1.9870	2.0570
18	1.7800	1.8500	2.0080	2.0780
19	1.8000	1.8700	2.0290	2.0990
20	1.8175	1.8900	2.0500	2.1200
21	1.8350	1.9100	2.0710	2.1410
22	1.8525	1.9300	2.0920	2.1620
23	1.8700	1.9500	2.1130	2.1830
24	1.8875	1.9700	2.1340	2.2040
25	1.9050	1.9900	2.1550	2.2250
26	1.9225	2.0100	2.1760	2.2460
27	1.9400	2.0300	2.1970	2.2670
28	1.9750	2.1000	2.2670	2.3570

APPENDIX A-1
SALARY SCHEDULE

Effective 7/1/2025 through 6/30/2026

Step	BA	5YR	MA	MA+30
0	50,000	52,000	56,000	58,250
1	52,000	54,000	58,250	60,500
2	54,000	56,000	60,500	62,750
3	56,000	58,250	62,750	65,250
4	58,250	60,500	65,250	67,750
5	60,500	62,750	67,750	70,250
6	62,750	65,250	70,250	73,000
7	65,250	67,750	73,000	76,000
8	67,750	70,250	76,000	79,000
9	70,250	73,000	79,000	82,000
10	73,000	76,000	82,000	85,000
11	76,000	79,000	85,000	88,500
12	79,000	82,000	88,500	92,000
13	82,000	85,000	92,000	95,500
14	85,000	88,000	95,500	99,000
15	86,500	89,500	97,250	100,750
16	87,500	90,500	98,300	101,800
17	88,250	91,500	99,350	102,850
18	89,000	92,500	100,400	103,900
19	90,000	93,500	101,450	104,950
20	90,875	94,500	102,500	106,000
21	91,750	95,500	103,550	107,050
22	92,625	96,500	104,600	108,100
23	93,500	97,500	105,650	109,150
24	94,375	98,500	106,700	110,200
25	95,250	99,500	107,750	111,250
26	96,125	100,500	108,800	112,300
27	97,000	101,500	109,850	113,350
28	98,750	105,000	113,350	117,850

APPENDIX A-2
SALARY SCHEDULE

Effective 7/1/2026 through 6/30/2027

Step	BA	5YR	MA	MA+30
0	51,000	53,040	57,120	59,415
1	53,040	55,080	59,415	61,710
2	55,080	57,120	61,710	64,005
3	57,120	59,415	64,005	66,555
4	59,415	61,710	66,555	69,105
5	61,710	64,005	69,105	71,655
6	64,005	66,555	71,655	74,460
7	66,555	69,105	74,460	77,520
8	69,105	71,655	77,520	80,580
9	71,655	74,460	80,580	83,640
10	74,460	77,520	83,640	86,700
11	77,520	80,580	86,700	90,270
12	80,580	83,640	90,270	93,840
13	83,640	86,700	93,840	97,410
14	86,700	89,760	97,410	100,980
15	88,230	91,290	99,195	102,765
16	89,250	92,310	100,266	103,836
17	90,015	93,330	101,337	104,907
18	90,780	94,350	102,408	105,978
19	91,800	95,370	103,479	107,049
20	92,693	96,390	104,550	108,120
21	93,585	97,410	105,621	109,191
22	94,478	98,430	106,692	110,262
23	95,370	99,450	107,763	111,333
24	96,263	100,470	108,834	112,404
25	97,155	101,490	109,905	113,475
26	98,048	102,510	110,976	114,546
27	98,940	103,530	112,047	115,617
28	100,725	107,100	115,617	120,207

APPENDIX A-3
SALARY SCHEDULE

Effective 7/1/2027 through 6/30/2028

Step	BA	5YR	MA	MA+30
0	52,020	54,101	58,262	60,603
1	54,101	56,182	60,603	62,944
2	56,182	58,262	62,944	65,285
3	58,262	60,603	65,285	67,886
4	60,603	62,944	67,886	70,487
5	62,944	65,285	70,487	73,088
6	65,285	67,886	73,088	75,949
7	67,886	70,487	75,949	79,071
8	70,487	73,088	79,071	82,192
9	73,088	75,949	82,192	85,313
10	75,949	79,071	85,313	88,434
11	79,071	82,192	88,434	92,076
12	82,192	85,313	92,076	95,717
13	85,313	88,434	95,717	99,358
14	88,434	91,555	99,358	103,000
15	89,995	93,116	101,179	104,820
16	91,035	94,156	102,271	105,913
17	91,815	95,197	103,364	107,005
18	92,596	96,237	104,456	108,098
19	93,636	97,278	105,549	109,190
20	94,547	98,318	106,641	110,283
21	95,457	99,358	107,734	111,375
22	96,367	100,399	108,826	112,467
23	97,278	101,439	109,918	113,560
24	98,188	102,480	111,011	114,652
25	99,098	103,520	112,103	115,745
26	100,009	104,560	113,196	116,837
27	100,919	105,601	114,288	117,930
28	102,740	109,242	117,930	122,611

A. Incoming personnel may be awarded up to five (5) years experience for like services rendered in previous districts.

B. Previous experience will continue from that point forward within the District.

C. The Board has the right to determine if any particular supplemental position will be filled. Positions may be split between unit members if the affected members agree to the split. The positions listed in the schedule below will continue to be listed unless there is mutual agreement between the HLEA and the Board to delete a listing.

D. Supplemental positions may be offered on a contingent basis. If the Board ultimately determines not to field a team/program, the Board can cancel the supplemental contract. However, if the contract is cancelled, the coach/supervisor will receive twenty-five percent (25%) of the total supplemental salary for performing "pre-season" responsibilities.

E. The Athletic Director will interview candidates for vacant coaching positions. Where the position is an assistant coaching position, the head coach for the sport will also be given the opportunity to interview the candidate if the head coach is available.

F. Job descriptions for supplemental coaching contracts will be developed by the Athletic Director with the assistance of head coaches and approved by the Board.

G. Reporting requirements for coaching positions shall be clearly delineated so that the chain of authority is set forth for each person holding a coaching position.

H. The Athletic Director shall develop an evaluation instrument for coaching positions and shall be responsible for evaluating athletic supplemental contracts. Any changes to the evaluation instrument shall be done with consultation of the head coaches.

I. Employees will receive all supplemental pay in separate paychecks. Please note the deadlines for turning in a supplemental pay request to the appropriate supervisor (Director of Athletics, Principal, etc.). Supplemental paychecks will be run within 10 days after the deadline. There will only be five (5) times a year (listed below) when supplemental paychecks are run - - no exceptions.

- Fall Supplementals (Fall Sports, etc.)
- Mid-Winter (Lunchroom Supplementals, etc.)
- Winter Supplementals (Winter Sports, etc.)
- Spring Supplementals and Yearly Supplementals (Spring Sports and Yearly Academic Grade Level Chair, National Honor Society, etc.)
- Summer Supplementals

Please note that the pay forms must be completed and approved by the appropriate Supervisor by the deadline.

Classification of Current Extracurricular Assignments by Groups and Levels: (The numbers listed in parentheses after certain positions are for guideline purposes only. The Board has the discretion to offer a different number of supplemental contracts per activity in any given year.)

Description	Group
Head Boys Football	A
Head Boys Basketball	A
Head Girls Basketball	A
Head Boys Wrestling	A
Head Marching Band	A
Event Manager	B
Head Cheerleading	C
Head Boys Baseball	C
Head. Strength/Cond. Coordinator	C
Head Co-Ed Track	C
Head Girls Softball	C
Head Girls Volleyball	C
Head Soccer	C
Head Co-Ed Cross Country	D
Strength/Cond. Coaches	D
Head Drama	D
Head Boys Tennis	D
Head Girls Tennis	D
Head Yearbook	D
Asst. Boys Football	E
Asst. Boys Basketball	E
Asst. Girls Basketball	E
Asst. Boys Wrestling	E
Asst. Marching Band	E
M.S. Head Football	E
M.S. Strength/Cond.	E
H.S. Vocal Music	E
Co-Ed Head Bowling	E
Head Girls Golf Coach	E
Head Boys Golf Coach	E
Asst. Boys Baseball	F
Asst. Co-Ed Track	F
Asst. Cheerleading	F
Asst. Girls Volleyball	F
Asst. Girls Softball	F
Asst. Soccer	F
Freshman Cheerleading	F
Asst. Boys & Girls Tennis	F
Head Cheerleading Coach (Competition)	F

Description	Group
M.S. Football	G
M.S. Boys Basketball	G
9th Boys Basketball	G
M.S. Girls Basketball	G
M.S. Boys Wrestling	G
9th Girls Basketball	G
Head HS Student Council	G
Drama Construction Chief	G
8th Grade Class Trip Advisor	G
Co-Ed Asst. Bowling Coach	G
M.S. Boys Baseball	H
M.S. Girls Softball	H
M.S. Cheerleading	H
9th Girls Volleyball	H
M.S. Girls Volleyball	H
M.S. Head. Co-Ed Track	H
M.S. Co-Ed Cross Country	H
H.S. Academic Team	H
Jr. Class Advisor	H
Sr. Class Advisor	H
H.S. Intramurals Co-Ed	H
Transition Coordinator	H
H.S. Asst. Co-Ed Cross Country	H
M.S. Soccer	H
District Purple Star Advisor	H
M.S. Yearbook	J
Asst. Drama	J
Asst. Drama (Vocal Specialist)	J
M.S. Assistant Wrestling	J
M.S. Asst. Co-Ed Track	K
M.S. Intramurals Co-Ed	K
Fr. Class Advisor	K
Soph. Class Advisor	K
H.S. Instrumental Concert Band	K
H.S. Instrumental Pep Band	K
I.S. Instrumental Music	K
M.S. Vocal Music	K
M.S. Instrumental Music	K
Esports	K
Asst. Cheerleading Coach (Competition)	K

Description	Group

M.S. Student Council	L
M.S. Power of the Pen Advisor	L
H.S. Department Chairs	L
M.S., I.S., & E.S. Team Leaders	L
E.S. Specials Team Leader	L
I.S. Specials Team Leader	L
M.S. Specials Team Leader	L
H.S. National Honor Society	L
M.S. National Jr. Honor Society	L
E.S. Special Education Dept. Chair	L
I.S. Special Education Dept. Chair	L
M.S. Special Education Dept. Chair	L
H.S. Special Education Dept. Chair	L
Ohio Model United Nations	L
Preschool Team Leader	L
Visually Impaired	L
E.S. Light House Coordinator	L
I.S. Light House Coordinator	L
M.S. Light House Coordinator	L
H.S. Light House Coordinator	L
M.S. Cheerleading Coach (Competition)	L
I.S. Vocal Music	M
E.S. Vocal Music	M
Robotics	M
Guitar Club	M

EXTRACURRICULAR INDEX

Exp. Levels	0	1	2	3	4	5	6
A	0.130	0.140	0.150	0.160	0.170	0.180	0.190
B	0.110	0.120	0.130	0.140	0.150	0.160	0.170
C	0.100	0.110	0.120	0.130	0.140	0.150	0.160
D	0.090	0.100	0.110	0.120	0.130	0.140	0.150
E	0.080	0.090	0.100	0.110	0.120	0.130	0.140
F	0.068	0.078	0.088	0.098	0.108	0.118	0.128
G	0.061	0.071	0.081	0.091	0.101	0.111	0.121
H	0.054	0.064	0.074	0.084	0.094	0.104	0.114
J	0.049	0.059	0.069	0.079	0.089	0.099	0.109
K	0.044	0.054	0.064	0.074	0.084	0.094	0.104
L	0.033	0.043	0.053	0.063	0.073	0.083	0.093
M	0.020	0.025	0.030	0.035	0.040	0.045	0.050

Calculations for all supplemental contracts will be calculated on the Bachelors Beginning Base in effect at the beginning of each school year.

Hamilton Local School District

APPENDIX C
(Article 3.1)

Ohio Teacher Evaluation System

Self-Assessment Summary Tool

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

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Improvement Plan should continue for time specified: _____.

☐ Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

HAMILTON LOCAL SCHOOL DISTRICT

Coaching Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Coaching Plan Conference: _____

A written Coaching Plan is to be developed at any time when an educator has demonstrated deficiencies in any component of the evaluation system. A deficiency is defined as a rating of ineffective or developing in any component of the rubric.
The purpose of the Coaching 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 Coaching Plan, the evaluator may recommend the teacher continue working under the plan. If the teacher's performance does not improve to meet the Coaching Plan goals, the evaluator may place the teacher on an Improvement Plan the following school year provided that the final summative rating for the teacher is ineffective.

Section 1: Coaching 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) Coaching Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Coaching

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Focused Coaching 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 Coaching Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Coaching Plan: Evaluation of Plan

Teacher Name:

Grade Level/ Subject:

School year: Building: Date of Evaluation:

The Coaching Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Coaching Plan will be one of the following.

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Coaching Plan should continue for the probationary time specified: _____

☐ The probationary teacher's individual contract shall expire, and the teacher will not be offered re-employment.

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

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

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- ☐Align to learning standards
- ☐Measure what is intended to be measured
- ☐Be attributable to a specific teacher for course(s) and grade level(s) taught
- ☐Demonstrate evidence of student learning (achievement and/or growth)
- ☐Follow protocols for administration and scoring
- ☐Provide trustworthy results
- ☐Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- ☐Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- ☐Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- ☐Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text.Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text.Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.

HQSD Approval Signature: Date: Click or tap to enter a date.

FINAL March 27, 2020

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys					professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  1.
  2.
  3.
  4.
  5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s
   - Provide evidence from notes
   - Share resources and supports

3. Present evidence and rating connected to the rubric.

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers
Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often
The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support
Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☒ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:
Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date**_____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
				Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

APPENDIX C
(Article 3.2)

TEACHER EVALUATION FORM

Observation Dates:
1._____

2._____

Teacher _____Evaluator _____School _____

PERFORMANCE AREAS PERFORMANCE RATING

	Exceeds District Expectations	Meets District Expectations	Does Not Meet District Expectations (Comment Required)	Comments
1. Teacher-Pupil Relationships				
2. Staff Relationship Skills				
3. Teacher-Parent Relationship				
4. Knowledge of Job Responsibilities				
5. Follows established school policies and procedures				

SECTION A - EVALUATOR'S COMMENTS/RECOMMENDATIONS:

SECTION B - TEACHER'S COMMENTS (optional):

_____ _____

Evaluator's Signature Date Teacher's Signature* Date

*My signature indicates only that I have seen this document.

The final evaluation must include the principal's/evaluator's recommendation to the Superintendent regarding continued employment.

The Principal/evaluator will be recommending the bargaining unit member to the Superintendent for continued employment, subject to the Superintendent and Board approval. YES_____ NO _____

_____ Improvement Plan Required

APPENDIX D

OFF-CYCLE TEACHER EVALUATION FORM

Observation Date(s):	Teacher Name:
Evaluator:	School:
STANDARD **The evaluator may not observe all the teaching elements listed below in any one observation**.	**EVIDENCE/COMMENTS**
Knowledge of Students ❑ Knowledge of how students learn and of student development ❑ Understanding of what students know and are able to do ❑ High expectations for all students ❑ Respect for all students ❑ Identification, instruction and intervention for special populations	
Content ❑ Knowledge of content ❑ Use of content-specific instructional strategies to teach concepts and skills ❑ Knowledge of school and district curriculum priorities and Ohio's Learning Standards ❑ Relationship of knowledge within the discipline to other content areas ❑ Connection of content to life experiences and career opportunities	
Assessment ❑ Knowledge of assessment types ❑ Use of varied diagnostic, formative and summative assessments ❑ Analysis of data to monitor student progress and to plan, differentiate, and modify instruction ❑ Communication of results ❑ Inclusion of student self-assessment and goal-setting	
Instruction ❑ Students learn with instructional design and delivery ❑ Differentiation of instruction to align with school and district priorities and Ohio's Learning Standards ❑ Use of student information to plan and deliver instruction ❑ Communication of clear learning goals ❑ Application of knowledge regarding how to support learning needs of all students ❑ Use of activities to promote independence and problem-solving ❑ Use of varied resources to support learner needs	

Learning Environment ❑ Fair and equitable treatment of all students ❑ Creation of a safe learning environment ❑ Use of strategies to motivate students to work productively and assume responsibility for learning ❑ Creation of learning situations for independent and collaborative work ❑ Maintenance of an environment that Is conducive to learning for all students	
Collaboration and Communication ❑ Clear and effective communication with parents/caregivers to support student learning ❑ Collaboration with other teachers, administrators, school and district staff ❑ Collaboration with local community agencies	
Professional Responsibility and Growth ❑ Understanding of and adherence to professional ethics, policies and legal codes ❑ Engagement in continuous, purposeful professional development ❑ Reflects on instructional practices to make a positive impact on teaching quality and student achievement	

Additional Evaluator Comments/Recommendations:

Teacher/Employee Comments:

Evaluator Signature _____ Date _____

Teacher's Signature* _____ Date _____

*My signature indicates only that I have seen this document.

_____Improvement Plan Required

Copy to: Personnel File, Principal/Evaluator, and Teacher

APPENDIX E

ELECTRONIC GRIEVANCE FORM

(These two items to be completed by Administration)

Grievance Number: **Date Filed:**

_____ _____
Grievant's Name/Position Building

Date of Action giving cause to this Grievance: _____

Statement of Grievance (State specific Section of Master Agreement or other document alleged to be violated, if applicable. Add attachments if additional space is needed.):

_____
_____
_____
_____
_____
_____

Relief Sought:

_____
_____
_____
_____
_____
_____

NOTE: Attach additional relevant documents or statements.

_____ _____
Grievant's Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

STEP 1 Date Response Provided to the HLEA President, HLEA Grievance Chair, and Grievant(s):_____

A. Administrative Response (Add attachment if additional space is needed):

_____
_____
_____
_____
_____
_____

_____ _____
Administrator's Signature/Position Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson and Grievant(s)

B. Grievant's Response to Step 1 Administrative Response:

_____ The above response resolves this grievance and the matter is hereby resolved.

_____ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

_____ _____
Grievant's Signature Date

(Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

****

STEP 2 Date of filing with Superintendent:_____

Date of hearing:_____

A. Superintendent's Response:

_____
_____
_____
_____
_____
_____

(Add attachment if additional space is needed.)

_____ _____

Superintendent's Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

B. Grievant's Response to Step 2 Superintendent Response:

_____ The above response resolves this grievance.
_____ The above response does not resolve this grievance and it is hereby submitted to Step 3.

_____ _____

Grievant's Signature(s) Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

****

STEP 3 Date of Filing Request for Mediation with the Superintendent:_____

_____ _____
Grievant's Signature Date

_____ _____
HLEA Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

Date of Mediation:

_____
_____
_____
_____
_____
_____

****

STEP 4 Date of Filing Request for Arbitration: _____

_____ _____
Grievant's Signature Date

_____ _____
HLEA Signature Date

Copies: Superintendent, HLEA President, HLEA Grievance Chairperson, and Grievant(s)

APPENDIX F

TUITION WAIVER FOR FACULTY CHILDREN

Application Form

Employee_____

Address_____

_____

Home Phone_____

Requesting a tuition waiver for the _____ school year

Child's Name_____

Social Security Number_____

Grade Level_____

Current School District_____

_____

Employee Signature Date

Criteria Met/Criteria Not Met _____/_____
(circle one) Superintendent Date

LPDC GUIDELINES

1. PURPOSE AND RESPONSIBILITY

The LPDC will be responsible for reviewing and approving professional development plans for recertification and licensure as specified by Ohio law.

2. COMPOSITION OF THE COMMITTEE

The Committee will be composed of nine members, including five teachers and four administrators. One teacher from the High School, Intermediate School, Middle School and two (2) from the Elementary School will be on the Committee and shall include the chairperson.

Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teaching members voting on the plan.

3. SELECTION OF MEMBERS AND FILLING OF VACANCIES

The Superintendent will appoint the administrators to the Committee, and the Association President will appoint the teachers to the Committee. Vacancies and new appointments will be filled in the same manner. Each party shall use whatever appointment process it chooses.

4. TERMS OF MEMBERS

Members will serve terms as determined by their appointing body.

5. SIGN-OFF PERSON FOR CERTIFICATE/LICENSE RENEWAL

The Superintendent of the District will be the sign-off person for certificate/license renewal (with the inclusion of the LPDC Chairperson signature).

6. CHAIRPERSON/SECRETARY AND QUORUM

Each year the Committee shall select a chairperson by majority vote. The chairperson shall also serve as secretary and distribute minutes by District electronic mail. The administration will provide storage space for the records of the Committee.

A quorum for a meeting will consist of at least five members, including at least two teachers and two administrators. The Committee may not take any official action unless a quorum is present.

Meetings will be run using whatever procedures the group agrees to by consensus. If a consensus cannot be reached, *Roberts Rules of Order* will be used.

7. DECISION MAKING

Every effort will be made to make decisions by consensus. If consensus cannot be reached, a majority vote of a quorum will control as a last resort.

8. MEETINGS

The Committee will determine the number of meetings and the time and place of such meetings. The Committee cannot meet during the teacher workday unless such meeting has been approved pursuant to Section 10 of this Memorandum.

The Committee shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operations of public bodies.

At the end of each school year the Committee will prepare a report on its activities during the year and any suggestions it has for improvement and/or revision to these rules.

9. APPEAL PROCESS

If an educator disagrees with the LPDC's decision, the educator shall be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party made up of a panel of three individuals should review the decision. The panel will consist of one licensed educator selected by the LPDC, one licensed educator selected by the educator, and one licensed educator agreed upon by the above two. The panel will review the LPDC's decision and either uphold it or overturn it.

10. MASTER AGREEMENT AND TERMS AND CONDITIONS OF EMPLOYMENT

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours, or terms and conditions of employment of bargaining unit members without the express prior approval of the Board of Education (or designee) and the HLEA. If requested by either party, the Board and the HLEA will meet to bargain any proposed impact upon wages, hours, and terms or conditions of employment.

In no event shall the LPDC make any decision or promulgate any rule or procedure that is contrary to the Master Agreement, Board policy, or any law or regulation governing the operation of school districts.

11. **TRAINING**

The LPDC Chair shall receive yearly inservice of up to three (3) paid days per school year for training subject to the approval of the Superintendent or designee.

12. **COMPENSATION**

Each LPDC member who has completed the school year will receive an honorarium of 0.036 of the base salary in effect at the beginning of each school year. The LPDC Chairperson will receive an honorarium of 0.072 of the base salary in effect at the beginning of each school year.

APPENDIX H

SICK LEAVE TRANSFER PROCEDURE AND FORMS

Procedures

Members of the bargaining unit who have exhausted all available sick leave, may apply to the Sick Leave Transfer Committee (SLTC) for approval as a recipient of transferred sick leave. Allotments of transferred sick leave will be made only for catastrophic incidents, which occur to an employee, their spouse, child, domestic partner**,** or to any relative of the employee who has been continuously living in the employee's household for at least six (6) months prior to the catastrophic incident. Catastrophic incident is defined as a life threatening or debilitating illness or injury. If the unit member's medical provider's statement indicates that the employee cannot perform his/her teaching duties due to cancer, stroke, heart attack, non-elective surgery, or accident which requires an extended absence from work, the unit member's first application in a year shall be automatically approved by the SLTC. All other applications must be approved by a majority of the SLTC. A normal pregnancy and delivery, including caesarian, is not considered a catastrophic incident and is therefore excluded from approval for sick leave transfer.

Once an application is approved, the SLTC will determine the number of days to be allocated through the Sick Leave Transfer Program. The maximum number of days a member may receive from the Sick Leave Transfer Program shall not exceed twenty (20) days per contract year. In extreme circumstances, the SLTC will consider a second and third application within the year, but only for catastrophic incidents that occur to the employee. If disability benefits become available, the applicant is no longer eligible for the Sick Leave Transfer Program.

When a member of the bargaining unit has been approved for sick leave transfer, donors may designate up to five (5) days each to be transferred from their accumulated sick leave. No more than five (5) sick leave days may be donated by any one donor per year. Deductions of accumulated sick leave will be divided equally among all donors in whole day units until the approved number is reached. An employee's donation as indicated on the Sick Leave Donor Designation form will not be exceeded. Donors will be notified by the Hamilton Local Education Association (HLEA) of the disposition of the days they designated for transfer. In the event a recipient has not used all the days approved for transfer by the end of the school year, the unused days will be returned to the donor(s) by the HLEA in increments of not less than one day.

Upon receipt of the approved Application for Sick Leave Transfer and the Donor Designation Forms, the treasurer will transfer to the recipient as additional sick leave, the days from the donor(s). For purposes of sick leave transfer, one donor day will equal one day for the recipient regardless where each falls on the salary schedule.

APPENDIX H

Application for Sick Leave Transfer

I specifically acknowledge and agree that the granting of days for sick leave transfer shall be at the sole discretion of the Sick Leave Transfer Committee of the District. I understand that all decisions will be final and binding and not subject to the grievance procedure or any other appeal process. I further agree to abide by such decision and to indemnify and hold harmless the District, the Hamilton Local Education Association, and all their agents for any loss and all claims made against them with respect to the Sick Leave Transfer process.

Date: _____

Name: _____ Building: _____

Home Address: _____

Telephone number: _____

Number of sick days remaining: _____

Projected date for exhaustion of sick leave: _____

Number of transfer days requested (maximum of 20): _____

Employee's reason for request (be specific): _____

_____

_____

_____

Name of Medical Provider: _____

Address of Medical Provider: _____

Telephone number of Medical Provider: _____

Employee's Signature: _____

Please submit completed application to a member of the Sick Leave Transfer Committee. Application must include Attachment B, Medical Provider's Statement, to be considered.

APPENDIX H

Medical Provider's Statement

_____ is unable to perform teaching

duties and requires sick leave because: (please be specific) _____

_____

_____

_____

_____

OR

_____ requires non-elective surgery

that cannot be postponed until the end of the school year. Nature of procedure: _____

_____

_____

_____

This patient has been under my care for (length of time in months and years): _____

Medical Provider's estimate of date the employee can return to work: _____

_____
Medical Provider's Signature

I give my Medical Provider permission to release the above requested medical information and any other information relevant to same.

_____
Employee's Signature

Employee is to submit this completed statement to a member of the Sick Leave Transfer Committee along with Attachment A, Application for Sick Leave Transfer.

APPENDIX H

Sick Leave Donor Designation Form

_____has been approved by the Sick Leave

Transfer Committee for _____days of transferred sick leave as of _____
(date)

If you wish to donate any of your accumulated days, please indicate number below.

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave to the person indicated above. I understand these days will be deducted from my sick leave balance immediately.

Date: _____

Donor Signature: _____

My total number of Accumulated Sick Leave Days is: _____

Print Donor Name:_____

Donor Social Security Number: _____XXX_____ - ___XX_____ - _____
(last four digits of SSN)

Building: _____

Please return this form to the President of the HLEA no later than _____
(date)

APPENDIX I

To: HLEA Bargaining Unit Members
From: HLEA President
Date:

This is just a friendly reminder of the conditions that apply to the use of the icon and electronic bulletin board, as per our Negotiated Agreement Article 26:

1. It cannot be used for political purposes and cannot contain political content, including, but not limited to endorsement of a candidate for office or statement of support or opposition to a school levy or bond issue. We can still make political endorsements or take a position on a levy using other means, but we cannot do so using the electronic bulletin board.

2. It cannot be used during your instructional time. Content to the icon cannot be added during your work hours. Please limit all postings to before and after your school day and during your duty-free lunch.

3. Like e-mail, it is subject to the rules set forth in the staff Acceptable Use Agreement and Board policy, including, but not limited to, prohibitions on communications that violate federal or state law.

If you ever have any questions about what is appropriate usage and what is not, please contact your HLEA President.

APPENDIX J

Labor Management Committee Form

Date:_____

People attending meeting:

_____

Concern(s):

Outcome of the meeting/plan of action:

Date the outcome will be changed by: _____

The plan of action was: ❑ resolved ❑ unresolved

The plan of action was unresolved and will be sent to the next L.M.C. meeting on ____

Suggestion(s) made by the Labor Management Committee:

_____

_____

_____

TUITION REIMBURSEMENT FORM

Name: _____

Address: _____

_____

College/University Attended: _____

Number of Hours Requested: _____

Cost Per Hour: $ _____ Total Cost: $ _____

Tuition Reimbursement will be made only after the following are provided:

- this application
- proof of passing grade
- receipt showing payment

Requests for Tuition Reimbursement are due to the Treasurer's Office NO LATER than June 30th.

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