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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE HUBER HEIGHTS CITY SCHOOLS BOARD OF EDUCATION AND THE HUBER HEIGHTS EDUCATION Association/OEA/NEA

Certified Staff

EFFECTIVE DATES: August 1, 2025 THROUGH July 31, 2028

TABLE OF CONTENTS

ARTICLE 1.0 - CONTRACT 4
SECTION 1.01 - RECOGNITION 4
SECTION 1.02 - DEFINITIONS 4
SECTION 1.03 - PROFESSIONAL NEGOTIATIONS PROCEDURES 4
SECTION 1.04 - IMPASSE 7
SECTION 1.05 - RE-OPENER PROVISIONS 7
SECTION 1.06 - PROVISIONS CONTRARY TO LAW 7
SECTION 1.07 - ENTIRE AGREEMENT CLAUSE 7
SECTION 1.08 – COMMITTEES 7

ARTICLE 2.0 - GRIEVANCE PROCEDURE AND FORMS 10
SECTION 2.01 - DEFINITIONS 10
SECTION 2.02 - GRIEVANT'S RIGHTS 10
SECTION 2.03 - MISCELLANEOUS 12

ARTICLE 3.0 - EMPLOYMENT 13
SECTION 3.01 - EMPLOYMENT RIGHTS 13
SECTION 3.02 - INDIVIDUAL CONTRACTS 13
SECTION 3.03 - ASSIGNMENT, TRANSFER, VACANCIES, AND PROMOTIONS 14
SECTION 3.04 - TEACHER SIGN-IN 16
SECTION 3.05 - CALENDAR 16
SECTION 3.06 - CLASS SIZE 17
SECTION 3.07 - ASSOCIATION RIGHTS 18
SECTION 3.08 - PARAPROFESSIONALS 20
SECTION 3.09 - GIFTED SERVICES, IEP SERVICES, 504 SERVICES 20
SECTION 3.10 - LONG DISTANCE LEARNING 24

ARTICLE 4.0 - TEACHER RESPONSIBILITIES 26
SECTION 4.01 - TEACHER WORKDAY 26
SECTION 4.02 - TEACHER SCHEDULING 31
SECTION 4.03 - PERSONNEL FILES 31
SECTION 4.04 - DISTRICT PROFESSIONAL DEVELOPMENT AND STAFF DEVELOPMENT DAYS 32
SECTION 4.06 - APPLICATION FOR CONTINUING CONTRACT 33
SECTION 4.07 - STUDENT DISCIPLINE AND PROTECTION OF TEACHERS 35
SECTION 4.08 - STUDENT TEACHERS 36
SECTION 4.09 - STUDENT PROMOTION 36
SECTION 4.10 - HEALTH & SAFETY 36
SECTION 4.11 - EARLY RELEASE DAYS 37
SECTION 4.12- RESIDENCY EDUCATOR & NEW EMPLOYEE MENTOR PROGRAM 37
SECTION 4.13 - CREDENTIALS - EMPLOYEE RESPONSIBILITY 40
SECTION 4.14 - WORKLOAD - TIME TO COMPLETE PAPERWORK, RECORD KEEPING AND OTHER DOCUMENTATION 40
SECTION 4.15- SUB-CONTRACTING BAR 41

ARTICLE 5.0. - EVALUATION, RENEWAL, NON-RENEWAL, TERMINATION/SUSPENSION, AND REDUCTION IN FORCE 41
SECTION 5.01 - LIMITED CONTRACT RENEWAL 41
SECTION 5.02 - NON-RENEWAL POLICY 41
SECTION 5.03 - CONTRACT TERMINATION 41
SECTION 5.04 - CONTRACT SUSPENSION TEACHER DISCIPLINE 43
SECTION 5.05 - REDUCTION IN FORCE 44

ARTICLE 6.0 - SALARY AND FRINGE BENEFITS 47

SECTION 6.01 - SALARY CHECKS 47
SECTION 6.02 - PAYROLL DEDUCTIONS 48
SECTION 6.03 - SALARY CALCULATION 49
SECTION 6.04 - BASE SALARY 50
SECTION 6.05 - SALARY INDEX SCHEDULE 50
SECTION 6.06 - EXTRA DUTY PAY 50
SECTION 6.07 - HOSPITALIZATION 52
SECTION 6.08 - DENTAL INSURANCE 53
SECTION 6.09 - VISION INSURANCE 54
SECTION 6.10 - LIFE INSURANCE 55
SECTION 6.11-HEALTH CARE REOPENER 55
SECTION 6.12 - MILEAGE 55
SECTION 6.13 - SEVERANCE PAY AND SUPER SEVERANCE 55
SECTION 6.14 - RETIRE/REHIRE 57
SECTION 6.15 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD 57
SECTION 6.16 - ATTENDANCE OF CHILDREN OF NON-RESIDENT EMPLOYEES 58
SECTION 6.17 - ATTENDANCE BONUS 58

ARTICLE 7.0-LEAVES OF ABSENCES 60
SECTION 7.01 - SICK LEAVE 60
SECTION 7.02 - PERSONAL LEAVE 61
SECTION 7.03 - CHILD CARE LEAVE 62
SECTION 7.04 - PROFESSIONAL LEAVE 63
SECTION 7.05 - PROFESSIONAL GROWTH LEAVE 64
SECTION 7.06 - JURY DUTY/ JOB RELATED COURT APPEARANCES 65
SECTION 7.07 - LEAVE FOR ASSOCIATION PRESIDENT 66
SECTION 7.08 - ASSOCIATION LEAVE 66
SECTION 7.09 - ASSAULT LEAVE 66
SECTION 7.10 - HEALTH & HARDSHIP LEAVE 67
SECTION 7.11 - SABBATICAL LEAVE 67
SECTION 7.12 - FAMILY AND MEDICAL LEAVE ACT 68
SECTION 7.13 - SICK LEAVE BANK 69

ARTICLE 8.0 - SALARY SCHEDULES 69

ARTICLE 9.0 - DURATION OF CONTRACT 69

ARTICLE 10 - AGREEMENT 69

APPENDIX A - HUBER HEIGHTS CITY SCHOOLS GRIEVANCE FORM 70

APPENDIX B - PERSONNEL FILE CONTENTS 71

APPENDIX C – SALARY INDEX SCHEDULE 72

APPENDIX D - SALARY SCHEDULES 73

APPENDIX E - EXTRA DUTY PAY SCHEDULES 76

APPENDIX F - PROFESSIONAL GROWTH LEAVE REQUEST 79

APPENDIX G - OTES 81

ARTICLE 1.0 - CONTRACT

SECTION 1.01 - RECOGNITION

The Huber Heights City School District Board of Education, hereinafter referred to as the "Board:, recognizes the Huber Heights Education Association an affiliate of the Ohio and National Education Association, hereinafter referred to as the "Association", as the exclusive and sole professional negotiations representative for all certificated/licensed employees, including counselors, department chairpersons, unit leaders and small group instructors, who are under contract to teach part of or all of each day of the full school year, hereinafter referred to as "Teachers", excluding psychologists and all administrative staff and/or supervisory employees, who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this negotiations unit or have the responsibility to make recommendations thereon.

The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the Huber Heights City School District and as the employer of all personnel of this school system under State law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the District, and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed, as provided by Sections 3313.20 and 3313.47 and Chapter 4117 of the Revised Code.

SECTION 1.02 - DEFINITIONS

A. **Hours** - Refers to an hour; equals an hour.

B. **Days** - Refers to calendar days unless otherwise indicated.

C. **Good Faith** - The willingness to consider, propose, make concessions, and counter-proposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

D. **Party** - Shall be construed to mean the Association and/or the Board.

SECTION 1.03 - PROFESSIONAL NEGOTIATIONS PROCEDURES

A. Unless otherwise mutually agreed, during the month of February items proposed for professional negotiations shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association. The initiating party shall include the following:

1. Date of request
2. Person to contact

3. Three proposed initial meeting dates which shall be no later than April 1, and include times and place

The receiving party shall respond and include the following:

1. Date of response
2. Acknowledgement of receipt of professional negotiations request
3. Person to contact
4. Acceptance of one of the three proposed initial meeting dates

B. Professional Negotiations Meetings.

1. The parties shall meet at a time and place as established under Section A of this Article for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.
2. Specific proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiations shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
3. An agenda shall be developed by the parties at the first meeting. Specific topics to be discussed during an individual negotiations meeting shall be determined at the end of the previous meeting.

C. Negotiation Teams

1. Each team shall be made up of no more than seven (7) people of the party's choice. Each team shall designate a spokesperson.
2. Each party may have no more than nine people to act as observers or consultants. The observers or consultants shall not participate in the negotiation discussions unless mutually agreed. Formal presentations may be made by consultants upon specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

   Each party may designate an official note taker who shall not count against the number of people allotted as team members or observers and consultants.

D. Information

The designated representatives of the Board and the Association agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

E. News Release

If using traditional bargaining either party may release information to the media concerning negotiations at any time. If the parties agree to use non-traditional negotiations methods, the parties shall establish mutually agreeable ground rules that defines a procedure for the release of information.

F. Caucus

Either group shall have the right to break for independent caucus at any time. Caucuses shall be of reasonable length.

G. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

H. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiation process.

I. Agreement

When an agreement is reached through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiating team, and submitted to the spokesperson of each for possible ratification and to the Board for its consideration, and will not become effective until ratified and approved by both parties.

1. A tentative agreement shall be favorably recommended to the Association for possible ratification, and the results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the Association in writing. Upon receipt of written notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen days to consider the approval or non- approval of the tentative agreement.

2. If the agreement is ratified and approved by both the Association and the Board, the agreement shall become a written contract between the parties, enforceable through the procedures contained therein and the courts.

3. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

SECTION 1.04 - IMPASSE

If an agreement has not been reached within sixty (60) days of the first bargaining session, either party may declare impasse on the issues subject to bargaining. Upon the declaration of impasse, the parties shall jointly request that a mediator be appointed from the Federal Mediation and Conciliation Service. If an agreement is not reached within thirty (30) days of the first meeting between the parties and the mediator, the impasse procedures of this contract shall be deemed to have been completed by the parties.

After completion of the impasse procedures as set forth above, the Board may implement its last offer and the Association may exercise its right to strike, provided the effective date of the contract provisions at issue have expired, and/or the entire contract has expired and the Association has given the statutory notice to strike required by Chapter 4117 Revised Code.

SECTION 1.05 - RE-OPENER PROVISIONS

If mutually agreed to by the parties, the Contract or any part thereof may be re-negotiated prior to the termination of the effective date of same. Negotiations shall begin within fifteen (15) days of the agreement to re-negotiate on those specific items mutually agreed to reopen.

SECTION 1.06 - PROVISIONS CONTRARY TO LAW

If any provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent pe1mitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.

Any section of the Contract found to be unlawful shall be re-negotiated by the parties. Negotiations on such a section only shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall be in conformance with the procedure outlined in this document.

SECTION 1.07 - ENTIRE AGREEMENT CLAUSE

This Contract shall represent the total understanding of the parties. The language in the Contract shall supersede language from previous contracts.

SECTION 1.08 – COMMITTEES

1.08.01 - JOINT COMMITTEE

A joint committee shall be formed each year with seven (7) members appointed by the Huber Heights Education Association and seven (7) members appointed by the Superintendent or his

designee. The Superintendent and the President of the Huber Heights Education Association are ex officio members.

At the request of either appointed group and with the concurrence of the other appointed group, the committee shall meet to discuss matters of mutual interest and resolve problems of mutual concern.

The Joint Committee shall not discuss matters related to grievances that have been filed but may discuss issues to seek resolutions that would enable the parties to avoid potential grievances.

Annually, no later than September 30th the Joint Committee shall review the Joint Committee By-Laws, assess same and consider revisions. Proposed revisions may be adopted by the participants of the Joint Committee via a confirmed consensus of the committee members.

Consensus shall be defined as agreement of seventy-five percent (75%) of the committee members. The current By Laws of the Joint Committee and any subsequent revisions that are mutually agreed upon by the committee members shall be incorporated in this agreement by addendum.

In review and assessment of the current Joint Committee By-Laws the committee shall consider:

A. The selection of a problem-solving method.

B. Review the problem-solving method with the members of the Joint Committee

C. Establishing and maintaining a calendar of meetings

D. The adoption of a "hold harmless" clause that allows for the free and reasonable discussion of issues without fear of challenge through the grievance procedure or the filing of an Unfair Labor Practice charge

1.08.02 – DISTRICT COMMITTEES

District Committee(s) shall be established and composed of three (3) individuals appointed by the Superintendent and three (3) members appointed by the Association President. The Association shall have representation on District Committee(s) established by the Superintendent and/or other administrators, which deal with the educational program, pupil conduct, or matters relating to the terms and conditions of teacher employment. The Administrator forming any such District Committee shall promptly notify the Association President who shall, within ten (10) working days, submit a list of not less than three names from which appointment shall be made.

Recommendations issued by District Committees shall be by consensus or by majority and minority opinion. If either the majority or minority wishes to issue a written report, it may do so. Written reports will be provided by the Committee if requested by the Superintendent or designee.

1.08.03 - HEALTH CARE/INSURANCE COMMITTEE

A Joint Health Care/Insurance Committee, made up of equal numbers of participants appointed by the HHEA President and the Superintendent, shall meet as needed to evaluate and make recommendations to the parties' negotiation teams regarding changes which might be made to protect

desired benefits and maintain premium costs.

1.08.04 – PROFESSIONAL /STAFF DEVELOPMENT COMMITTEE.

The committee membership shall be representative of the levels and interests of the teachers. In addition to the appointed committee members, the Association shall have two designated representatives serve on the committee.

1.08.05 - DISTRICT LEVEL STUDENT DISCIPLINE COMMITTEE

A District-Level Student Discipline Committee shall be established and shall conduct its first meeting no later than the end of the first academic quarter. The District-Level District Committee shall meet at least once per academic quarter with agendas developed by the Superintendent and HHEA President. This e Committee shall be formed each year with seven (7) members appointed by the Huber Heights Education Association President and seven (7) members appointed by the Superintendent or his/her designee. The Superintendent and the President of the Huber Heights Education Association are ex officio members.

The District-Level Student Discipline Committee shall mutually develop rules and regulations governing student discipline and student conduct. Each building faculty handbook shall contain the rules and regulations for student conduct and discipline. The rules and regulations shall include the procedure for removal of a disruptive student by a teacher.

SECTION 1.08.05.01 - BUILDING-LEVEL STUDENT DISCIPLINE COMMITTEE

The Building-Level Student Discipline Committee shall meet at least once per academic quarter. This Committee shall provide reports on data and suggestions to the District-Level Student Discipline Committee.

The Building-Level Student Discipline Committee, which can include Building-Level PBIS Committees, shall review building-level student discipline and student conduct issues and develop in-building processes to implement the rules and regulations established by the District-Level Student Discipline Committee.

1.08.06 - CURRICULUM COMMITTEE AND PROFESSIONAL DEVELOPMENT PAY

Teachers performing duties on any district committee authorized by the Superintendent/or Board shall receive additional compensation for the time worked. A district committee shall be defined as one chaired or co-chaired by a central office administrator or his/her designee. A compensation rate for any meeting held outside the normal work day shall be based on the negotiated hourly rate found in 6.06(G) times the number of hours to complete the job or project.

1.08.07 – RESIDENT EDUCATOR AND NEW TO THE DISTRICT PROGRAM PLANNING AND SCREENING COMMITTEE

A committee, comprised of four (4) teachers appointed by the Association President and three (3) administrators, shall meet to review and offer recommendations to revise the Residency Educator

and New to the District Mentoring Program. The committee shall act as a screening committee to select teachers who will be trained to serve as ODE Resident Educator Trained Mentors. This committee shall meet annually no later than September 1st to screen applicants and assign Resident Educator Mentors to Resident Educator teachers and Mentors to teachers who are New to the District but hold a current professional teaching license. Committee members shall be paid according to the extra duty schedule.

ARTICLE 2.0 - GRIEVANCE PROCEDURE AND FORMS

SECTION 2.01 - DEFINITIONS

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

Hereinafter, the Huber Heights City School Board of Education shall be referred to as the Board; the teacher or the Association who files the grievance shall be referred to as the grievant.

SECTION 2.02 - GRIEVANT'S RIGHTS

A. Any member of the bargaining unit shall have the right to file a grievance.

B. The Association shall have the right to file a grievance in its own behalf, and/or support the grievance of an individual employee.

C. A group grievance which involves grievants at more than one building shall be processed starting at level three.

D. A teacher or the Association may terminate a grievance at any step by not appealing it to the next level.

E. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

F. A grievant may be represented at any level of the grievance as stated in the procedure.

G. Hearings, as distinguished from conferences, shall allow for due process for both sides. Each hearing shall provide the opportunity for: presentation of the grievant' s case; presentation of the administration's case; calling of witnesses; questioning of witnesses; final summaries. At all hearings, each side shall designate an official spokesperson.

H. Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. Such hearings shall be conducted at a mutually agreeable time.

I. The Association may designate a grievance representative and alternate for each building in the district. The name of such designated representatives shall be given to the principal of the building concerned and the Superintendent within one (I) week after such designation. If requested by the member of the bargaining unit, the building grievance representative may be included as one of the grievance representatives at any level of the grievance procedure.

Step One

Within twenty-one (21) calendar days of the alleged grievance, the grievant shall present the matter orally to the appropriate administrator. The grievant will inform the appropriate administrator that the discussion is at the informal level of the grievance procedure. The grievant and the appropriate administrator may be accompanied by an employee of the District at this level. Any conference at this level may be conducted during the day at a time mutually agreed, as long as it does not interfere with any direct classroom responsibilities of the participating individuals.

Step Two

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal written/digital grievance shall be submitted to the appropriate administrator. Such formal grievance shall be submitted within seven (7) calendar days after the informal discussion. When submitting the written/digital grievance, the grievant shall state the grievance, the policies and/or provisions allegedly violated, and the specific relief sought.

The grievant shall have the option of requesting a conference with the appropriate administrator. If such a conference is requested, it shall be held within seven (7) calendar days after the request. The grievant shall be notified of the time. If he/she wishes, the grievant may be accompanied by Association representatives. If the grievant requests someone other than the building grievance representative, the building grievance representative is entitled to be present for the Association.

The administrator shall provide the grievant with a written response to the grievance, stating the reasons for the decision. Said response shall be within seven (7) calendar days after the receipt of the grievance, or, if a conference is requested, within seven (7) calendar days after the conclusion of the conference. A copy of the decision shall be sent to the building grievance representative.

Step Three

If the decision rendered at Step Two does not resolve the grievance to the satisfaction of the grievant, the issue may be appealed to the Superintendent or designee, which shall be the Assistant Superintendent, within seven (7) calendar days upon receipt of said decision. Within fourteen (14) calendar days upon receipt of the grievance, the Superintendent or designee, which shall be the Assistant Superintendent, shall hold a hearing on the issue. The grievant and the Superintendent are each entitled to representation of their choice. If

the grievant or the Superintendent chooses to have an attorney present, he/she shall notify the other party forty-eight (48) hours prior to the meeting. Within seven (7) calendar days after the conclusion of the hearing, the Superintendent shall render a written decision to the grievant with copies to the grievant's representative and/or counsel.

Step Four - Binding Arbitration

If the decision rendered at Step Three does not resolve the grievance to the satisfaction of the grievant, the Association may submit the issue to arbitration. Notification of the intent to go to arbitration shall be submitted to the Superintendent in writing within fourteen (14) calendar days after receipt of the Step Three decision.

A request for arbitration shall be sent to the American Arbitration Association, and an arbitrator selected in accordance with the AAA's voluntary rules and regulations. The arbitrator shall not have the power to ignore, add to, subtract from, disregard, or modify the terms of the contract. The decision of the arbitrator may not exceed what is necessary for the interpretation or application of the contract. Issues of procedural arbitrability will be heard prior to the substantive issues.

The final decision of the arbitrator shall be binding on the Association, the Board, the administration, and the grievant(s).

Fees and expenses of the arbitrator shall be paid by the loser of the arbitration as determined by the arbitrator. The Board shall release any personnel subpoenaed as witnesses without loss of pay and provide for substitute teachers for the hearing, if necessary. The number of subpoenaed personnel shall be held to a minimum in order to avoid unnecessary disruption to the instructional program.

SECTION 2.03 - MISCELLANEOUS

A. Forms for filing grievances are attached in Appendix A. Such forms shall be made available by the administration in every building office, in the central office, and to the Association, electronically and in hard copy.

B. Time limits as provided herein shall be considered as maximums; however, extension of the limit may be made with written mutual consent of the parties.

C. If an administrator fails to respond within the specified time limit, the grievant may proceed directly to the next step of the procedure.

D. If the grievant fails to appeal any decision within the specified time limit, the grievance shall be considered resolved.

E. Nothing contained in this policy shall deny the parties any rights guaranteed by Federal or State constitutions and laws.

F. During the processing of a grievance, the allegation of the grievant may not change. If additional information concerning the grievance is obtained by either party, such information may be introduced.

G. A member of the bargaining unit will follow all written and verbal directives, even if allegedly in conflict with provisions of this contract, unless such directives are dangerous to the health or safety of the grievant or illegal.

H. Under those situations where a grievance representative is not designated for a particular building, the Association/building representative will be assumed to be the grievance representative.

I. All grievances shall be filed with the administrator having the authority to resolve the grievance, and proceed to any remaining levels of the grievance procedure if necessary.

ARTICLE 3.0 - EMPLOYMENT

SECTION 3.01 - EMPLOYMENT RIGHTS

There shall be no discrimination in the hiring practices of the Board based upon race, creed, color, religion, national origin, sex, domicile, marital status, disability, age, sexual orientation, gender identity or relationship to teachers. Without contractual implication or effect, the parties acknowledge and respect the multiple human interests that make ours a rich and diverse society.

No teacher shall be prohibited from filing a complaint with the Ohio Civil Rights Commission.

SECTION 3.02 - INDIVIDUAL CONTRACTS

The Board shall, in accordance with state statutes, provide every certificated/licensed person in the district an individual contract. This contract shall contain at least the following information:

A. Name of teacher

B. Type of contract

C. Length of contract

D. Number of days in contract year

E. Number of pay periods

F. Statement that salary shall be as of the adopted salary schedule

G. Places for the signatures of the teacher, treasurer, and Board president

Teachers shall receive, as of July 1, an annual salary notification, which shall include total salary for the year.

SECTION 3.03 - ASSIGNMENT, TRANSFER, VACANCIES, AND PROMOTIONS

3.03.01 DEFINITIONS

A. Transfer - A transfer shall be defined as a change from one building to another within the school district.

B. Reassignment - A reassignment shall be defined as a change of subject or grade level taught without a change in building.

C. Vacancy- A vacancy is an available teaching position which has not been filled internally and which shall be posted. Vacancies may result from a transfer, reassignment, resignation, retirement, non-renewal, or the creation of a new position.

3.03.02 TEACHING VACANCY POSTING AND FILING

The District shall begin posting vacancies on January 20th.

For Building Postings, building administrators shall notify their staff via district email about available vacancies within the building. In-Building applicants shall have first preference for Building Postings. In order to have preference, all applications for in-Building Postings must be submitted within three (3) workdays of the Building Posting.

After three (3) workdays, the District shall post the vacancies both in-District and externally. In-District applicants shall have first preference for District Postings. In order to have preference, all applications for District Postings must be submitted within three (3) workdays of the District Posting. If an in-Building teacher applies after the three (3) workdays, s/he shall be considered with the remaining applicant pool.

District Postings shall be provided via District email to staff, and External Postings shall be posted via the consortium website.

For postings that occur in the summer, the same process shall be followed but the three (3) days shall be weekdays.
During the summer months when school is not in session, a digital posting shall be sent to all employees via school email.

Notice of vacancies shall include the following information: position available; certification/licensure requirements; starting date; and application deadline. Responsibility for maintaining and supplying a current list of vacancies to the HHEA President shall be that of the Superintendent or Superintendent's designee.

Vacancies, which occur during the school year, when filled, will be filled on a temporary basis for the duration of the vacancy or the school year.

3.03.03 INTERNAL CANDIDATE SIMILAR QUALIFICATIONS

When qualifications are relatively equal and the current teacher's service record warrants, an internal applicant, having taught grade band PK-3, 4-6, 7-8, 9-12 and/or content within the past 5 years will be granted a transfer over a new hire. All other current staff applicants will be given added consideration and an interview.

3.03.04 APPLICATION FOR TRANSFER

Annually, when teachers currently employed within the system submit a proper application or transfer form for a vacancy or promotion, and if the teacher is as qualified for the position as any other finalist, service within the district will be evaluated and given added consideration in the selection process.

3.03.05 EXTRA DUTY / SUPPLEMENTAL POSTING AND FILING

For year-round Extra Duty / Supplemental Vacancies, the postings shall begin on April 1st each school year for the following school year.

For seasonal Extra Duty / Supplemental Vacancies, the postings shall begin on the dates as follows:

September 1	Spring Season Activities
December 1	Fall Seasons Activities
April 1	Winter Season Activities.

When an Extra Duty / Supplemental position becomes vacant, the position will be reposted and announced via District email.

Teachers applying for an extra-duty position shall receive written notification of who was selected for the position.

All supplemental contracts are limited one-year contracts and as such shall be non-renewed each year by May 31st, or the conclusion of the season, whichever is earlier.

3.03.06 VOLUNTARY TRANSFER

A teacher may submit a written request at any time of the year for a voluntary transfer to another position, whether currently vacant or not. The request shall be made by completing the transfer form and filing it with the building principal, with a copy to the Superintendent or the Superintendent's designee. The teacher shall receive a written response to the request with a copy to the Association president. The request will be maintained for the remainder of the school year. If the request is denied, the response shall include the reason(s) for the denial.

3.03.07 INVOLUNTARY TRANSFER

If the Superintendent or Superintendent's designee decides to transfer a teacher involuntarily, the teacher shall receive written notice of such intent and shall be provided a conference with the Superintendent or Superintendent's designee prior to effectuating the transfer. A representative of the teacher's choice may be in attendance at the conference if requested by the teacher. The teacher shall have the right to receive written reasons for the involuntary transfer from the Superintendent or Superintendent's designee. Objections will be dealt with in a non- discriminatory manner. Involuntary transfers shall be assigned to a building and a position.

SECTION 3.04 - TEACHER SIGN-IN

Each building shall use copies of this negotiated sign-in sheet for the teachers. Upon arrival, teachers will initial the appropriate box to indicate their presence in the building. Those teachers in the building who completed an internal sub survey at the beginning of the year, and requested to be considered for internal subbing shall indicate on the morning sign-in sheet if they will not be available for internal subbing that day.

Teacher Name	Mon	Not Available for Internal Subbing	Tues	Not Available for Internal Subbing	Wed	Not Available for Internal Subbing	Thurs	Not Available for Internal Subbing	Fri	Not Available for Internal Subbing

TEACHERS ARE REQUIRED TO INITIAL BOX TO INDICATE THEIR PRESENCE

SECTION 3.05 - CALENDAR

The District and Preschool school calendars shall be set by the Board except as set forth and described in Section 4.14. Digital copies of the calendar shall be presented to the staff no later than May 1 of the preceding school year. Except for unit members with extended contracts, unit members shall be scheduled to work one hundred eighty six (186) total days. Effective with the 2026/2027 school year, except for unit members with extended contracts, unit members shall be scheduled to work one hundred seventy-four (174) total days. The first student day will occur after Labor Day and the last student day will conclude by Memorial Day.

Nothing herein shall be interpreted as superseding the State preschool requirements. In the event the State amends the preschool requirements, the parties agree to meet within thirty (30) days of notice of the change to discuss the impacts of the same.

However, all members of the bargaining unit who have complied with and completed all of the check-out procedures required of them prior to the last work day of the school year shall be excused, with pay, from working the last work day of the school year. Those employees who have not

completed the checkout procedures prior to the last workday shall be required to appear on the last workday and complete the required checkout procedures, and then will be released from their duties for the remainder of the day. In the event the established calendar needs to be amended because of a calamity such as, but not limited to, bad weather, shortage of fuel, etc., the Board shall consult with the Association as to the teachers' preference with regard to dates when the days missed shall be made up. The Board shall have the final authority to schedule the make-up days.

Parents shall be informed prior to the school year of the time each building is to be open for student attendance.

SECTION 3.06 - CLASS SIZE

It shall be the goal of the Board and Administration to establish and maintain the most favorable class sizes possible, consistent with the financial condition of the school district, state standards and the availability of teaching stations. Class sizes shall be adjusted as equitably as possible within the school district and within each individual school building.

A. Goals aside, class-size policy for grades K-3 shall be as follows:

1. Twenty-four (24) students per class.
2. When the average grade level enrollment (K- 3) in a building exceeds the established goal by four (4) students (29 or more) by the first quarter interim, the teachers in the affected grade level may request to have the average enrollment reduced
3. The reduction will be initiated by the end of first quarter.

B. The goal for grades 4 - 12 shall be twenty-five (25) students per class.

C. Laboratory classes, or classes which have a limited number of work stations for students, shall be limited to the number of students they can accommodate.

D. Band and Vocal Music classes shall be limited to the number of students, which can be accommodated in the classroom.

E. Vocational and Special Education classes shall be limited in size to the standards set by the State Board of Education.

F. If the enrollment in a class is out of balance, the teacher shall relate their concern to their department chairperson or Building Administrator who shall work with the counselors and building administrators in an attempt to resolve the problem. To maintain consistency in teacher workload, every effort will be made to assure that student distribution within classes/grade levels will be equitable. Administration will consider equitability when assigning teaching sections.

If a teacher perceives the equitability of assigned teaching sections is not present, s/he shall relate their concern to their department chairperson or Building Administrator to discuss the concern and possible options of resolution.

G. If/when a class size exceeds current goals as written in section 3.06 of this agreement the teacher shall refer this issue to a District Committee. The purpose shall be to review the issue of class size as submitted by the teacher. This committee shall have the authority to make recommendations to the Superintendent which may include but shall not be limited to the reduction of class size and/or the hiring of additional staff.

H. Class Size For Distance Learning

Class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class sizes including students at the originating site and those at remote sites, shall not exceed twenty-five (25) students, except by mutual agreement of the teacher and the originating site administration.

Both parties agree that this new instructional mode represents a "work in progress". It may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this portion of the negotiated agreement. Such meetings will be conducted in accordance with the local district agreement's negotiation procedure.

SECTION 3.07 - ASSOCIATION RIGHTS

Only the Association shall have the following rights:

A. The building representatives of the Association in each individual school will have the use of a bulletin board, designated for Association business.

B. Payroll deduction for Association dues (HHEA, WOEA, OEA, NEA and FCPE Contributions.)

C. Representatives of the Association may make announcements during faculty meetings.

D. Representatives of the Association may make announcements on school building public address systems, before or after the student day, regarding meeting times and locations, and reminders of Association deadlines.

E. The Association and its building representatives may use individual school equipment including but not limited to computers, electronic mail systems, phone systems, duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise being used. Upon notification to the building principal, the Association may use any automated phone system. The HHEA President or designee will have access to teacher lists, training and use of the equipment. Upon notification to the Principal, Association use of a school building will be permitted, provided that:

1. Request is made, and use arranged for, in advance;

2. All equipment will be checked as to the condition by the Principal or the principal's designated representative and the Association Building Representative prior to and after its use so that, in the event of damage or breakage, the Association will be responsible to repair, replace, at pro- rated market value;
3. Supplies in connection with such equipment will be furnished or paid for by the Association.

F. The Association shall have the privilege to place organizational identification on its members' school mailboxes.

G. The Association President shall receive an advance copy of the agenda of each Board meeting. If available, such agenda shall be received by the Association President no later than twenty-four (24) hours prior to the Board meeting. Minutes of the Board meeting, as well as financial information and other items of public information shall be provided to the Association President as soon as practicable.

H. Names and addresses of newly employed teachers shall be provided to the Association following Board approval of their contract.

I. The Association shall have the right to meet with the new teachers and be a part of the orientation meeting for new teachers.

J. The Association shall have the right to use the inter-school mail delivery system.

K. The Association President and/or a designee who is an Association member, and/or the Labor Relations Consultant (LRC) of the Ohio Education Association (OEA) shall have the right to visit schools. Upon arrival in the building, the person shall report his/her presence to the principal or the principal's designee, the purpose of the visit, and his/her destination in the building. Visitation shall not interfere with the normal teaching duties of any teacher. Visits made to discuss specific problems with the principal should be arranged in advance. Visitors shall act in accordance with Board policy and/or administrative rules and regulations while in the building.

L. The Association building representative(s) may call meetings of Association members assigned to the building before or after the workday. The Association building representative(s) shall advise the principal of the meeting.

M. The Board will pay one-half (1/2) of the costs of providing each teacher with a copy of this contract and any supplements thereto. Copies of the contract may be distributed by the Association. Both parties shall receive fifty copies of the contract for their own use.

N. This Fair Share Fee Article is null and void as a matter of law based on the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31*, 585 U.S.; 138 S. Ct. 2448 (2018). In the event the decision is overturned the language from this Article contained in the 2018-2022 contract shall be restored, and the parties shall meet to make any necessary revisions and/or updates to the language within ninety (90) days of the fair share fee being declared constitutional.

The 2018-2022 language is as follows:

> "The Association may collect a fair share (representation) fee from all unit members."

O. HHEA Presidents Release Time - The HHEA President shall be released for half a day every day with pay and benefits during the school year. The release time will be granted during a mutually agreeable time set at the beginning of the school year between the HHEA President and Superintendent to be either the beginning portion of the day or the later portion of the day. If HHEA President and the Superintendent cannot agree, it will be the later portion of the day. The release time will be utilized for investigation and resolution of potential grievances, employer- union meetings, training and resolution of any disciplinary and/or contractual issues. The parties recognize that the purpose of this release time is to facilitate labor relations between the parties and to resolve issues before they cause loss of productivity and efficiency.

P. Strike Settlement Agreement between the Huber Heights City School District Board of Education, Superintendent, the HHEA president, and the Huber Heights Education Association/OEA/NEA:

> The Huber Heights Board of Education, Superintendent, of the Huber Heights City School District and the Huber Heights Education Association/OEA/NEA, and the HHEA president, hereto agree that their administrators, officers, employees, members, parent organizations, attorneys, and all those within their direction and control, shall not retaliate, bring any reprisals against and/or take any action against the other party, their administrators, officers, employees, members, parent organizations, attorneys or any person acting in concert with said party because of any conduct, verbal or written statement, during and/or related to the strike and/or underlying bargaining at the Huber Heights School District brought by the Huber Heights Education Association and its members.

SECTION 3.08 - PARAPROFESSIONALS

Paraprofessionals shall not be assigned duties, which are solely the responsibility of a teacher excluding Substitute Teacher Paraprofessionals. Building Administration, with their building staffs, shall annually assess the use of Paraprofessionals in the building and determine whether or not the Paraprofessionals are being used to meet the building requirements and needs.

SECTION 3.09 - GIFTED SERVICES, IEP SERVICES, 504 SERVICES

A. District Obligations

The HHEA and the Board recognize the District's obligations to provide a free and appropriate education for students with disabilities under the IDEA. The parties further recognize that state and federal statutes and regulations require that students with disabilities are educated "to the maximum extent appropriate" with children who are not

disabled by providing a special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's educational plan will be developed in accordance with his/her individual special needs.

B. Factors in Determining Options

Recognizing these statutory obligations, the continuum of options available to students with disabilities and the potential impact of these obligations and options in the regular classroom setting, the following factors will be considered:

1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate educational aids and services;
2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversions of instructional time despite appropriate supplemental aids or services).

C. Rights and Responsibilities of Staff

1. Any teacher involved in educating a student who is being served under an IEP/504, will be given a digital copy of the student's plan identifying appropriate modifications which will be clarified as needed by the special education intervention specialist assigned to that student and will be given an ongoing opportunity to provide input and feedback in the development, implementation, or revision of that plan. Regular education teachers and intervention specialists should work collaboratively in implementing a student's educational plan.

2. At the request of either party, time shall be provided for collaborative planning to allow the special education intervention specialists to meet with regular classroom teachers during the regular classroom teacher's planning time. Any employee whose duties are impacted by an IEP/504 Plan can request a meeting at any time to review the IEP/504 Plan for clarification of the plan with the intervention specialist assigned to that student.

D. Responsibilities of the District

Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in but not limited to:

1. Exploring outside resources that will support and assist the affected teacher in providing education in the least restrictive environment;

2. Providing in-service training to teachers to assist in addressing the legal and educational needs of the students with disabilities in a regular classroom environment. In-service training shall provide de-escalation training to all teachers. The administration shall provide teachers with a copy of the Board's policy on PBIS each year at the start of the school year. Teachers shall receive training on PBIS at least every three (3) years at District expense.
3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation;
4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

E. Special Education Class Load

1. No special education/inclusion classroom shall have more than the maximum number of students permitted by the State Standards.
2. The impact of inclusion on pupil/teacher ratios will be a factor in determining class sizes. Also, the type of accommodations and modifications, the degree of presence of an intervention specialist in a given class, and the availability of special education paraprofessionals will also be considered important factors when considering pupil/teacher ratios and inclusion assignments. Staffing can be considered at any time during the school year as needs change.

F. Continuum of Special Education Services to Students with Identified Disabilities

1. Students with identified disabilities may be served in a variety of ways. All services shall be delivered in accordance with State Standards, Regulations and Laws. Such methods may include but are not limited to:

- co-teaching using an intervention specialist and a regular education teacher; resource room and consulting services by an intervention specialist to a regular education teacher.

No educational aide shall be employed for a position requiring an intervention specialist licensure.

G. Nothing in Section 3.09 shall be inconsistent with federal or state laws governing the education of students with disabilities.

H. Any bargaining unit member who is assigned a special education student shall be informed of related information that may impact a student's educational needs as soon as that information becomes available. When documentation becomes available, the building administration and/or student services department shall provide documentation of a student's educational needs via email for review by the appropriate teaching staff. Appropriate personnel will be provided as outlined on the student's IEP/504 Plan when it designates medical or custodial care services. The administration shall be responsible for coordinating and completing a meeting to review or update an IDEA documentation. If

applicable, counselors shall be responsible for transferring in 504 plans from enrolling students.

I. Qualified personnel shall be the only employees to provide and conduct necessary medical procedures. No certified/licensed employees other than school nurses and/or trained personnel whose job requires them to be trained shall be requested or required to be trained. However, employees are required to assist students in cases of emergency if needed.

J. IEP/504 Conferences and Release Time:

1. Personnel required to participate in annual mandated IEP/ 504 Plan conferences will be given release time to conduct conferences. Personnel shall be granted release time to write annual IEP's/ 504 Plans. Teachers participating in any IEP/ 504 Plan yearly reviews held after contracted school hours will be compensated.

2. Intervention specialists shall be given one-half (1/2) day release time to meet and discuss student and IEP needs regarding a student's transition between the preschool/elementary, elementary/junior high, and the junior high/high schools.

K. Consultation services are available to teachers to help develop appropriate classroom behavior management techniques. When necessary, these techniques will be formalized into a functional behavior assessment (FBA) / behavior intervention plan (BIP) for the student. In order to access these services for the student or the teacher, the teacher needs to contact his/her building level school psychologist to request the service.

L. The IEP/504 Team for each child with a disability must include at least one regular education teacher of the child if the child is, or may be, participating in the regular education environment.

M. All buildings shall have an active Intervention Assistance Team (IAT) made up of regular education teachers, intervention specialists, administration, and support staff to implement MTSS and support students who have been identified as needing Tier 2 or Tier 3 supports.

N. Gifted Services and Written Education Plans (WEPs)

1. At the request of either party, time shall be provided for collaborative planning to allow the gifted intervention specialists to meet with regular classroom teachers. Any employee whose duties are impacted by a WEP can request a meeting to review the WEP for clarification of the plan with the intervention specialist assigned to that student.

2. All WEPs shall be written collaboratively by the classroom teacher and the Gifted Intervention specialist (GIS).

3. The Gifted Intervention Specialist (GIS) shall collaborate with the regular classroom teacher regarding planning and instruction.

4. At the request of the regular classroom teacher the Gifted Intervention Specialist (GIS) shall assist with the implementation of the WEPs.

5. The District shall provide time for regular classroom teachers to meet biannually with the GIS for review and evaluation of the student's progress in accordance with the Ohio Operating Standards for Identifying and Serving Students Who are Gifted.

O. Testing and Assessment Program- Mandated Diagnostics for grades K thru 3

This diagnostic testing and assessment process shall be reviewed annually. The review committee shall occur through a District Committee.

P. Documentation of Intervention and Data Collection

The Administration and the Association shall jointly establish a method for the consistent collection and reporting of data. This method shall reduce the duplication of work. This method shall be reviewed annually and may be modified by mutual agreement of the parties.

SECTION 3.10 - LONG DISTANCE LEARNING

The Huber Heights Education Association and the Board agree that Interactive Distance Leaming can be a viable instructional option to improve the quality of instruction.

A. Distance Learning is education that takes place when a LDL provider and students are separated by distance, but are joined by interactive technology.

Huber Heights shall allow advanced placement or enhancement LDL courses. Current staff shall have first option to teach LDL courses originating in the Huber Heights City Schools if they are qualified and properly trained to use the LDL facilities.

B. Sending/Originating Site
The sending originating site district shall be responsible for the course content and textbook(s) selection. Supplemental material selection, testing and evaluation of Huber Heights students will be the decision of the originating site LDL provider according to the originating site district's policies and procedures.

C. Other Provisions

1. Bargaining unit members presenting LDL classes which are scheduled outside of the normal Wayne High School day or normal school year shall be compensated at their hourly per diem rate.

2. Initial and on-going training in using the LDL as an alternative educational delivery system shall be made available to bargaining unit members who will be presenting LDL classes. LDL bargaining unit members participating in training

outside the normal school day/school year shall be compensated at the hourly rate in accordance with Article 6 Section 6.06(G).

D. It is not the intent and purpose to reduce the total number of bargaining unit members employed or the hours worked as a result of the LDL course. There will be no reduction in total number of bargaining unit members employed or hours worked as a result of distance learning.

E. Assignments to the LDL courses shall be made on a yearly or semester basis and shall be by mutual agreement of the bargaining unit member and the Huber Heights City School District.

F. An LDL class may be televised for demonstration purposes by mutual consent of the bargaining unit member and the Huber Heights City School District. Digital Copies of LDL classes may be used for other purposes by mutual consent of the bargaining unit member and the Huber Heights City School District.

G. Digital Copies of LDL classes may be used for makeup work for all students enrolled in the LDL class.

H. Digital copies of LDL classes are the property of the bargaining unit member and the Huber Heights City /School District. HHEA bargaining unit members, upon request, will receive a copy of their semester/yearly class if the presentation was recorded.

I. All instructional presentations broadcast over the LDL project may be copyrighted by, and are the property of, the originating bargaining unit member and the Huber Heights City School District.

J. Selection of Bargaining Unit Members for LDL Instruction or Monitoring of Remote Sites.

LDL Instructors and/or Monitors of Remote Sites shall be selected from a list of volunteers who are BARGAINING UNIT MEMBERS. Involuntary assignments shall not be made.

K. Evaluation of Staff

The evaluation of bargaining unit members of LDL courses shall be in accordance with the evaluation process set forth in the Agreement Article 5. All evaluations/observations shall require the physical presence of the evaluator. No observation or evaluation for the purpose of renewal or non-renewal of the bargaining unit member's contract shall be done or conducted by electronic means unless mutually agreed upon. LDL courses, observations, and/or evaluations shall have no adverse effect on the bargaining unit member's non-LDL employment status with the Huber Heights City School District.

ARTICLE 4.0 - TEACHER RESPONSIBILITIES

SECTION 4.01 - TEACHER WORKDAY

A. The required workday for all teachers shall be seven hours and thirty minutes (7 ½ hrs.) in length. Teachers will have an uninterrupted thirty-minute duty free lunch period. Teachers will have planning time (amount of planning time listed below). Effective for the 2026/2027 school year, the required workday for all teachers shall be eight (8) hours in length, inclusive of an uninterrupted thirty-minute duty free lunch period and planning time (amount of planning time listed below). Parents shall be informed prior to the school year of the time each building is to be opened for student admittance.

Length of Teacher Workday			
	Preschool / Elementary	**Junior High School**	**High School**
Instruction	5 hours 30 minutes 2026/2027 school year: 6 hours	5 hours 2026/2027 school year: 5 hours and 20 minutes	5 hours
Lunch	30 minutes	30 minutes	30 minutes
Planning / Conferencing	50 minutes*	50 minutes*,**	50 minutes*
Additional Instruction, Planning (TBT), Conferencing & Duty Time	40 minutes	25 minutes 2026/2027 school year: 35 minutes	40 minutes
Planning, Conferencing & Duty Time Before and After Pupil Day	----	45 minutes	30 minutes 2026/2027 school year: 60 minutes
Total Teacher Day	7 hours, 30 minutes 2026/2027 school year: 8 hours	7 hours, 30 minutes 2026/2027 school year: 8 hours	7 hours, 30 minutes 2026/2027 school year: 8 hours
**Junior High School planning periods of 42/45 minutes during student day and 5/8 minutes after school			
* Pursuant to 4.01B			

B. All teachers shall receive preparation time during the teacher workday.

1. High school and Junior High school teachers shall receive one full period per day for preparation time.

   Teachers in grades 7 - 12 shall be limited to a maximum of three (3) preparations during any semester, voluntary waivers, resource room and self-contained classroom assignments excepted. A preparation is defined as follows:

   Each course of study indicates a separate preparation. Every course with a separate title must have a course of study. If a fourth preparation is needed the teachers will be asked and if they agree to teach a fourth prep for an entire quarter, compensation shall be .078% of the base salary times 9 hours per quarter.

2. Teachers in grades PK-6 shall receive a minimum of two hundred fifty (250) minutes of planning and preparation time each week (part of which shall be when their classes are being instructed in art, music, or physical education). Two hundred and twenty-five (225) minutes shall be scheduled in uninterrupted forty-five (45) (minimal) minute blocks that are unable to be divided. The remaining twenty-five (25) minutes shall not be scheduled in blocks that are smaller than ten (10) consecutive minutes in duration. For elementary specialist teachers who do not receive their planning period during the student day, administration shall work to schedule the remaining twenty-five (25) minutes in blocks that allow for elementary specials teachers to have at least one break in the morning and one break in the afternoon, or as agreed by the building administration and the building's specials teachers. When special area teachers are absent from duty, Board-approved substitutes will be hired when available. A District Committee will annually review this topic and make recommendations for improvements/changes.

3. Prior to the start of each week, teachers will have a week's worth of daily written lesson plans available for use by the building principal. Daily lesson plans will include at least the following elements:

   Grade level/subject area standards, instructional objectives(s), teaching activities, materials to be used, and evaluation procedures to be used to determine the student's progress.

4. A teacher may leave the building during planning time or during his/her lunch period provided the teacher(s) notifies the office staff of his/her departure and return. Teachers leaving the building during planning or at lunchtime will be held strictly accountable for a timely return.

C. On a regular day, all teachers will be on duty ten (10) minutes prior to the start of the student instructional day.

D. A reasonable effort shall be made to obtain substitute teachers and a reasonable effort shall be made by the Administration to avoid internal substitution. When it is necessary to have an internal substitute the steps used to choose the unit member shall be:

1. Substitute teachers unassigned to students during an uncovered period shall be used first.

2. Those 7-12 grade teachers in the building who completed the internal sub survey and requested to be considered for internal subbing shall be second unless they have indicated on the morning sign-in sheet that they will not be available that day. Filling the internal sub positions shall be done on a rotational basis. Upon completion of an internal sub assignment, that person's name shall go to the end of the rotation.

3. Teachers grades PK-6 will divide students among grade level teachers with a pre-determined number of students assigned to each teacher.

4. Para-professionals, when not scheduled with students, may be considered to monitor a class until a certified teacher can be assigned.

5. Finally, 7-12 grade staff members who do not request to be considered for internal subbing shall become a part of a rotational system based on periods and an alphabetical listing of their last name. Within the rotational system, a unit member who declines because of a conflict at that time shall be the first called on the next occasion. Upon completion of an internal sub assignment that person's name shall go to the end of the rotation.

6. When an administrator-initiated request or directive to provide internal substitution occurs (e.g. during a planning period), the affected unit member(s) shall be compensated at the hourly rate found in Article 6.06(G) per occurrence, class period or hour.

7. If administration divides a classroom of students among grade-level teachers, compensation will be at an hourly rate, but the hourly rate shall be divided equally between staff members absorbing students.

8. If a substitute is unavailable and a teacher must absorb a class they will be compensated at the hourly rate found in Article 6.06(G) per occurrence, class period or hour.

9. Teachers shall be responsible for having lesson plans and materials available for use by substitute teachers.

10. There shall be no compensation when a fellow unit member requests coverage of his/her classroom from a fellow unit member.

11. In the event a general education teacher or an intervention specialist assigned together for full class periods in a Co-taught Classroom, determined by administration, is absent, and a substitute is not obtained, the remaining teacher shall receive a rate that is fifty percent (50%) of the hourly rate found in Article 6.06(G) per full class period the other teacher is absent.

12. In the event an intervention specialist assigned for push-in / pull-out intervention services is absent, and a substitute is not obtained, there shall be no compensation for the general education teacher(s) of the classrooms where the intervention specialist pushes-in / pulls-out.

13. If a teacher is required by an administrator to attend one of the meetings below, s/he will be compensated at the hourly rate found in Article 6.06(G) per occurrence, class period or hour:

    a. IEP / ETR / 504 meeting during his/her uninterrupted plan time
    b. IAT / MTSS meeting during his/her uninterrupted plan time
    c. Required curriculum/programming training during his/her uninterrupted plan time (limited to one time per month)

E. At the PK-6 level, due to the specific needs of the PK-6 aged child, the need for flexibility in the assignment of teachers in urgent situations may require that the principal temporarily assign teacher(s) to a duty during a time which may have been previously assigned for the purpose of planning and conferencing. If such action is taken, the principal will explain the nature of the situation to the staff and develop a rotational plan for the minimum amount of time necessary to correct the problem. An urgent situation shall not include serving as a substitute for an absent teacher.

F. Any of a Teacher's planning, conferencing and duty time during a Teacher's workday may also include any of the following: IEP/ETR/504 meetings, MTSS/IAT meetings, evaluation meetings, unit/ departmental planning meetings, counseling, parent conferences, record keeping, and non-mandatory in-service or special interest meetings. A maximum of two teachers and a Para-professional will be assigned by the principal to supervise the elementary playground during lunch recess. Teacher assignments will be on a rotational basis. Teachers not assigned a duty shall use this time for planning or parent conferences.

A schedule of regular, general staff meetings shall be established by the principal and published to the staff at the beginning of the school year. However, the principal is only required or obligated to hold general information staff meetings as needed. Teachers shall not be required to attend more than 60 minutes per month (90 minutes for grades 7- 12) of scheduled general information staff meetings beyond the teacher workday.

Each principal may provide for speakers, special interest meetings, in- service meetings other than those included in the contract, etc., before or after school, but attendance at these meetings shall not be required. Special interest meetings shall be scheduled and notice given to the staff at least five (5) days in advance whenever possible.

The principal may call urgent meetings (i.e., student disruptions, natural disasters, etc.) of the staff when necessary. Calling of urgent meetings shall be for valid reasons and the staff shall attend urgent meetings unless excused by the Principal.

G. Parent-Teacher conferences will be held during the school year. The dates for parent-teacher conferences shall be determined by the administration, while the hours for conferences shall be determined by the principal and teachers in each building. Parent-teacher conferences will be scheduled divided over two days.

A Parent-Teacher Conference shall consist of:

- Night one: two and a half (2.5) hours sessions for the sole purpose of meeting with parent/guardians.
    - Forty-five (45) minutes will be provided for lunch/dinner and a break each night outside of the two and a half (2.5) hours session which may be taken outside the building.
- Night two: two and a half (2.5) hours session for the sole purpose of meeting with parent/guardians.
    - Forty-five (45) minutes will be provided for lunch/dinner and a break each night outside of the two and a half (2.5) hours session which may be taken outside the building.
- One (1) hour outside of conference nights to provide autonomy to meet with parent/guardians outside of the contracted workday.

Conferences should average fifteen (15) minutes in length. Based on district-wide guidelines, teachers will establish a priority list of those parents with whom a conference is considered necessary. Teachers shall make a reasonable attempt to schedule parent/teacher conferences. At the conclusion of Parent-Teacher Conference nights, teachers will report conference documentation to administration.

Teachers using leave on the day(s) of Parent-Teacher Conference night(s) are responsible for collaborating with and informing building administration of how they make up conference times missed. Teachers who are completing District-approved activities during Parent-Teacher Conference night(s) are responsible for collaborating with and informing building administration of how they make up conference times missed.

In exchange for a Parent-Teacher Conference, a Conference Exchange Day shall be provided for in the District and Preschool Calendars.

SECTION 4.02 - TEACHER SCHEDULING

Teacher scheduling for the ensuing school year shall be a continued joint effort among the administrators and teachers. This would ensure that in all probability the Teachers' schedules announced prior to the last day of school would prevail for the coming school year, allowing them ample time for better preparation for students. This joint effort shall be conducted through a committee at the high school. Junior high and elementary schools shall use input from grade levels, departments, and/or committees. When committees are used, Sections 1.08.02 and 6.06(G) shall be followed.

Late registration could prompt teacher schedule adjustments. By June 10, each principal shall be responsible for notifying the building staff of probable building and class assignment(s) for the following school year.

The principal notification shall include:

1. A period-by-period listing of each course(s) each teacher will be expected to teach for the next school year, the number of sections for each course, and an electronic copy of the department(s) schedule.

2. If any assigned course is considered an inclusion class, the person(s) the teacher will be working with will be identified.

3. If the teacher is identified as a traveling teacher, they will be notified of the building(s) they will be traveling within or between.

   All teachers shall be notified at least 10 days prior to the first Teacher Work Day as to their assignments. Any changes in building assignment, class assignments, etc. which occur after the 10-day window as stated above as a result of enrollment fluctuation shall be communicated in writing by certified mail to the teacher on the date it occurs.

Teachers objecting to their assignment shall have the right to have a conference with the principal. A building representative may be in attendance at the conference if requested by the teacher.

SECTION 4.03 - PERSONNEL FILES

Personnel record folders will be available for inspection by the teacher. The only two locations for a personnel file shall be the principal's office and the central administrative office. Prior to any material being added to a teacher's file, it shall be shown to the teacher. Materials shall be initialed by the teacher to indicate that the material has been shown; not that the teacher necessarily agrees with the material. No anonymous material will be placed in either file.

A. **Principal's File** - The principal's file shall be available for inspection by the teacher by appointment. Teachers shall have the right to enter a written rebuttal of any statement(s) contained within the file, and it shall be attached to the relevant material. Contents in the file

may be listed by the teacher on the negotiated Appendix B, which shall be provided by the Principal. Both the teacher and the principal shall sign and keep a copy of the form. Records shall be examined in the presence of the principal, and shall not be removed from the immediate area. A representative of the Association may also be present upon the teacher's request.

B. **Central Office File** - Personnel record folders will be available for inspection by the teacher by appointment. All records pertaining to the teacher's performance while a member of the Huber Heights City School District faculty, with the exception of confidential reports from colleges and previous employers obtained prior to hiring may be examined. Records shall be examined in the presence of the Superintendent or designee and shall not be removed from the
immediate area. A representative of the Association may also be present upon the teacher's request.

Teachers shall have the right to enter a written rebuttal of any statement(s) contained within the file, and it shall be attached to the relevant material. Contents in the file may be listed by the teacher on the negotiated Appendix B, which shall be provided by the Superintendent for the inspection. Both the teacher and the Superintendent or designee shall sign and keep a copy of the form.

Teachers shall have the right to receive, at reasonable cost to them, a copy of any information contained within either the Principal or Central Office File.

The Board shall comply with the provisions of Revised Code, Chapter 1347, Personal Information Systems.

Teachers shall be able to request removal of any items contained in either file through the process outlined in O.R.C. 1347.09. Any written request for removal shall be directed to the Superintendent.

Teachers shall be notified within forty eight (48) hours when a request is made by others to review their principal's and/or central office personnel file.

SECTION 4.04 - DISTRICT PROFESSIONAL DEVELOPMENT AND STAFF DEVELOPMENT DAYS

4.04.01 A Professional Development Day is a workday where students are not present and there is professional development organized by the District for staff to attend during the workday.

The schedule for a Professional Development Day shall be provided one (1) week in advance of the Professional Development Day. The schedule will indicate which pieces of the Professional Development Day were mandated (e.g. District-mandated, State-mandated, and/or Federally mandated). The District will consider the input of the PD Committee on determinations mandated.

4.04.02 A Staff Development Day is a workday where staff engages in personal professional development through the District and/or outside programs.

4.04.03 The Board shall provide annually for one (1) Staff Development Day that shall be marked on the work calendar.

4.04.04 Unit members shall be excused from attending a Staff Development Day if they earn and verify seven (7) hours of personal professional development (e.g. qualify for the in-service voucher program). Verification occurs through the Curriculum Department.

4.04.05 Staff who miss Professional Development Day(s) shall be required to make up the missed District-mandated, State-mandated and/or Federally-mandated Professional Development on their personal time within fourteen (14) calendar days.

Staff members making up the missed Professional Development Day(s) shall work with their building administrator/supervisor to determine how the professional development shall be acquired. If the required professional development was recorded, the staff member shall watch the video recording and confirm this with their building administrator/supervisor. If the required professional development was not recorded or a hands-on piece is required, the staff shall meet with their building administrator/supervisor to determine a plan for how the required professional development should be made up.

4.04.06 Professional Development and Staff Development Days will be created by the District with input from the Professional/Staff Development Committee.

4.04.07 One of the District Professional Development days at the start of the school year shall be 6.5 hours in length with the understanding that the additional one (1) hour will be utilized on a different date for building open house night.

SECTION 4.06 - APPLICATION FOR CONTINUING CONTRACT

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended. Teachers eligible for continuing service status in any city, exempted village, local, or joint vocational school district or educational service center shall be those teachers qualified as described in division (B)(1) or (2) of section 3319.08 of the Revised Code, who within the last five years have taught for at least three years in the district or center, and those teachers who, having attained continuing contract status elsewhere, have served two years in the district or center, but the board, upon the recommendation of the superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible. To be considered for a continuing contract, the teacher must meet the following criteria per ORC 3319.08.

Teaching Licenses/Certificates Issued Prior to January 1, 2011

1) Any teacher holding a professional, permanent, or life teacher's certificate;

2) Any teacher holding a professional educator license who meets the following conditions:

    a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

    b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

    c) The teacher has completed the applicable one of the following:

        a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

        b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

Teaching Licenses Issued After January 1, 2011

1) Any teacher holding a professional educator license, senior professional educator license, or lead professional educator license issued under sections 3319.22 of the Revised Code and meets the following criteria:

    a) The teacher was initially issued an educator license on or after January I, 2011.

    b) The teacher holds an educator's license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

    c) The teacher has held an educator license for at least seven (7) years.

d) The teacher has completed the applicable one of the following:

a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

b. If the teacher held a master's degree at the time of initially receiving a educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board of education shall adopt.

A teacher who expects to be eligible for continuing contract by May of the current school year shall notify the Human Resources Office in writing of that fact prior to October 1 of that school year. To be considered for continuing contract, the teacher must either have his/her professional certificate/license filed with the Personnel Office by May 1 or provide the Administration verification from the State Department of Education that the teacher has applied for a professional certificate/license and met the eligibility requirements for the issuance of a professional certificate/license.

SECTION 4.07 - STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

The Administration recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of discipline. The teacher has the responsibility to provide a classroom atmosphere conducive to learning. When a pupil or pupils are disruptive to the classroom learning atmosphere, the teacher, who has the initial responsibility for maintaining appropriate student behavior in the classroom and school setting, shall take such reasonable and appropriate action as is necessary to discipline those pupils who exhibit behavior which is considered in violation of classroom, school, and district rules of conduct. The teacher may request assistance from the principal in dealing with discipline problems.

After a K-3 student is removed from a classroom due to violent behaviors at least three (3) times in a school year as determined by building administration, the teacher and administrator shall meet to discuss data on incidents and interventions that have been utilized, and which interventions could be included to support the student. Teacher and administrator shall document the meeting, including any actionable steps for supporting student needs. Teachers shall be expected to communicate with the parents regarding behaviors prior to the third incident, and parent input will be included in the meeting.

In K-3, students exhibiting repetitive violent behaviors in a regular education classroom requiring administrative intervention may be referred to the Intervention Assistance Team (IAT). This student will be prioritized by the IAT.

The District Discipline Committee shall consider the input from the Building-Level Student Discipline Committee and will provide recommendations for rules and regulations governing student discipline and student conduct. Each building faculty handbook shall contain the rules and regulations for student conduct and discipline. The rules and regulations shall include the procedure for removal of a disruptive student by a teacher.

SECTION 4.07.01 - PARENT TEACHER MEETING DECORUM

The administrator(s) shall maintain decorum and shall immediately adjourn a parent teacher meeting when decorum is violated. Under no circumstances shall a teacher be subjected to verbal attacks by any meeting participant.

SECTION 4.08 - STUDENT TEACHERS

A Teacher shall not be required to serve as a cooperating teacher or accept any such assignment related to a student teacher.

The Administration shall develop and post a list of criteria for the selection of cooperating teachers.

Any teacher who meets the criteria for selection and who desires to be a cooperating teacher shall inform the Director of Human Resources. The Director of Human Resources shall maintain and provide the building principal a list of teachers who qualify and wish to serve as a cooperating teacher. The principal assignment of student teachers shall be on a rotational basis and/or based on the University needs.

Due to the OTES Evaluation Student Performance Measures, the *"Co-Teaching Model"* and process must be accepted and utilized by the University and the cooperating teacher.

SECTION 4.09 - STUDENT PROMOTION

When a teacher or teachers recommend(s) retention of a student, the following procedure shall be followed:

A. If the principal or parent decides that the student is to be promoted, disregarding the recommendation of the teacher(s), a written statement to that effect shall be entered in the student's file and a copy given to the teacher(s).

B. If a student is promoted, disregarding the recommendation of the teacher(s), the teacher(s) shall not be required to sign any statements indicating support of the promotion.

SECTION 4.10 - HEALTH & SAFETY

A. Safety is a prime concern and responsibility of both parties.

B. The Board will provide safe working conditions and establish, maintain and enforce a student disciplinary program complementary to Section 4.07.

C. Employees will adhere to safe working practices and enforce the student disciplinary program.

D. Questions of health and safety shall be dealt with in a progressive manner, first between the affected employee(s) and supervisor(s) and then, if not resolved, between the Association President or designee and the Superintendent or designee.

E. When the Superintendent calls a two (2) hour delay in the start of the school day, teachers will report to work two (2) hours later than their typical time, and prior to the start of the delayed teacher workday.

F. Only an alleged failure to follow the procedure in this provision or a defense of disciplinary action (against the employee) related to this provision shall be subject to appeal through the grievance process.

SECTION 4.11 - EARLY RELEASE DAYS

Additional unstructured early release time shall be scheduled a minimum of five (5) days per year for the preparation of interims and for the last student day. The express purpose is also for teacher planning, preparation and collaboration. This additional release time shall be scheduled in segments that are one hundred twenty minutes (120) in duration. Planning, preparation and collaboration activities shall be aligned with the Ohio Improvement Process.

Instead of receiving all five (5) early release days, Preschool teachers may instead have family engagement activities per the State Preschool requirements. These family engagement activities will be scheduled on the Preschool calendar.

SECTION 4.12- RESIDENCY EDUCATOR & NEW EMPLOYEE MENTOR PROGRAM

A. Minimal Selection Criteria for Resident Educator Trained Mentors

The Screening Committee shall select teachers to be trained as Resident Educator Mentors based on the application form, letters of recommendation, and the needs of the program. Resident Educator Trained Mentors will be eligible for assignment to RE Teachers. Every effort will be made to keep Resident Educator and RE Teachers within the same building or at least at the same level (i.e. elementary, intermediate, secondary).

B. Protections

1. A RE Teacher shall have an assigned mentor for years 1 and 2.
2. A teacher hired by the District in the middle of a Residency Cycle, shall be assigned a Residency Mentor for the first year hired.

3. A RE teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
4. RE Teachers or Mentor Teachers may request a review of their assigned mentoring partner. Such requests must be made in writing to the Resident Educator Planning Committee. The committee may then intervene with one or both of the teachers to discuss problems or respond
to the questions of either party. Such an intervention shall not be recorded nor shall it impact the employment status or the evaluation of the RE Teacher or the Resident Educator Trained Mentor.

C. Compensation

1. Provisions shall be made for the release of each Resident Educator Mentor for not less than 2160 minutes per year per RE Teacher and such yearly numbers of minutes shall translate into not less than sixty (60) minutes per week. These minutes may be taken as a one-half day professional leave day per month and additional time may be requested as needed. A Resident Educator Mentor shall be assigned a MAXIMUM of one (1) RE Teacher per year. A Mentor shall be assigned a MAXIMUM of two (2) New to the District teachers who hold a current professional teaching license.
2. Coverage needs brought on by exceptional circumstances will be provided by alternative methods to be determined jointly by the building principal and the assigned mentor.
3. In addition to release time, each mentor assigned to a New to the District teacher who holds a current professional license, shall receive a supplemental contract for .025 of the B.A. salary for each teacher assigned.
4. In addition to release time, each mentor assigned to a Resident Educator in his/her first or second year, shall receive a supplemental contract for .05 of the BA Salary.
5. The district shall annually support ODE Resident Educator/Resident Teacher Training at no cost to teachers selected by the committee.

D. Program Review/Revisions (Process for Making Changes to the Program)

Resident Educator Trained Mentors shall meet with the Residency Educator and New to the District Program Planning and Screening Committee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association President and the Superintendent not later than June 1st.

Association and Board representatives shall meet to discuss the recommended changes prior to the next school year. Any changes to the program must be mutually agreed upon by the Association and the Administration prior to implementation.

In addition to the meeting for program evaluation purposes, all mentors shall meet on a periodic basis for coordination purposes, in accordance with the Ohio Residency Educator timelines (but with less reporting responsibilities).

E. Mentor for New to the District Teachers Who Hold a Professional License

Requirements Qualifications

1. Five-Year Professional License or Permanent Certificate
2. Five (5) years teaching experience in the District.
3. Recent classroom experience within the last five years.
4. Complete District application process.
5. Be selected by the committee to attend and earn state-sponsored mentor training certification.

Reports to: Residency Educator and New to the District Program Committee

Job Goal: Provide Support, encouragement, and guidance to the assigned Resident Educator Teacher. Develop a non-judgmental, non-evaluative, non-administrative confidential relationship with the assigned teacher who is new to the District.

Performance Responsibilities: As noted on the Mentor Application

Restrictions:

1. No Mentor shall participate in any information or formal evaluation of an assigned teacher, nor voluntarily make, nor be requested or directed to make any recommendation regarding the continued employment of an assigned teacher.

2. All interaction, written or verbal, between the Mentor and the assigned client teacher shall be confidential. Any violation of this tenet by the Mentor, as determined by the Residency Educator and New to the District Program Committee, shall constitute grounds for immediate removal from the Mentoring assignment

F. Mentor the Resident Educator Teacher

Requirements Qualifications

1. Five (5) Year Professional License or Permanent Certificate
2. Five (5) years teaching experience in the District.
3. Recent classroom experience within the last five (5) years.
4. Complete District application process.
5. Be selected by the committee to attend and earn state-sponsored mentor training certification.

Reports to: Residency Educator Coordinator and Facilitator

Job Goal: Provide support, encouragement, and guidance to the assigned Resident Educator Teacher. Develop a non-judgmental, non-evaluative, non-administrative confidential relationship with the assigned client teacher. Assist the RE teacher with the successful completion of the *Ohio* Residency requirements.

Performance Responsibilities: As noted on the Mentor Application

Restrictions: 1. No Mentor shall participate in any informal or formal evaluation of a RE teacher, nor voluntarily make, nor be requested or directed to make any recommendation regarding the continued employment of a RE teacher.

2. All interaction, written or verbal, between the Mentor and the assigned client teacher shall be confidential. Any violation of this tenet by the Mentor, as determined by the Residency Educator and New to the District Program Committee, shall constitute grounds for immediate removal from the Mentoring assignment.

SECTION 4.13 - CREDENTIALS - EMPLOYEE RESPONSIBILITY

It is the responsibility of the employee to maintain a valid and current professional certificate/license granted by the Ohio State Board of Education. Such a certificate/license is required to be employed or reemployed by the district.

All employees shall provide such documents to the Human Resources Office of the District in order to verify the employee's eligibility for employment and/or reemployment. This must be done within sixty (60) days of employment and/or before the first day of the school year.

Failure to maintain a valid and current professional certification/licensure or to provide such documents to the Human Resources Office in a timely maimer may (at the discretion of the Board) result in termination.

In compliance with Section 5.05, B, 2b of this agreement, it is the responsibility of the employee to provide the Human Resources office with documentation regarding the completion of additional training and/or additional experience in his/her specific area of certification/licensure. This must be done within sixty (60) calendar days of the completion of such training/experience and/or annually by October 30th. (See Section 5.05, B 2d of this agreement.) Employees shall not be required to report local professional development hours offered by the HHCS.

SECTION 4.14 - WORKLOAD - TIME TO COMPLETE PAPERWORK, RECORD KEEPING AND OTHER DOCUMENTATION

A. The calendar set in Section 3.05 shall include three (3) designated teacher workdays. These teacher work days shall be unstructured and free from mandatory in-service training. Mandatory meeting attendance shall be compensated at the teacher's daily rate of pay. These days shall be duty free and shall be teacher directed.

B. The workdays described in Sections A of this provision shall be scheduled in the following manner:

1. One-(1) workday on the last day of the first grading period.
2. One (1) workday the last day of the second grading period
3. One (1) workday the last day of the third grading period.

C. These days shall not exceed the length of the regular workday and shall be used for providing teachers with self-directed time for activities such as team planning, completing student records, class room administrative paperwork, assessment, documentation and completing other accountability documents that may be required by the District.

D. The final grade card (fourth grading period) shall be mailed.

SECTION 4.15- SUB-CONTRACTING BAR

No teacher or certified employee employed as of the first day of the 2006-07 school year shall be displaced and/or lose his/her job as a result of the Board's subcontracting and/or privatization.

ARTICLE 5.0. - EVALUATION, RENEWAL, NON-RENEWAL, TERMINATION/SUSPENSION, AND REDUCTION IN FORCE

OTES shall continue as an Appendix, see Appendix G.

SECTION 5.01 - LIMITED CONTRACT RENEWAL

The Superintendent shall survey the teachers as to their intent to remain in or leave the Huber Heights City School District by March 31 of each year. Teachers shall also be given the option of being undecided at the time of the survey.

Each teacher employed on a limited contract is deemed re-employed for the succeeding year unless given written notice by the Board to the contrary by May 31 in accordance with Revised Code 3319.11 and3319.lll.

SECTION 5.02 - NON-RENEWAL POLICY

Regular teaching contracts shall be non-renewed in accordance with 3319.11 of the Revised Code, except that it is agreed that the scope of review will be as to whether the Board followed Section 5.01 of the contract rather than 3319.111 of the Revised Code.

SECTION 5.03 - CONTRACT TERMINATION

The contract of a teacher may not be terminated except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for good and just cause. Before terminating any contract, the employing Board shall furnish the teacher a written notice signed by its Treasurer of its intention to consider the termination of his/her contract, with full specification of the grounds for such consideration. Such Board shall not proceed with formal

action to terminate the contract until after the tenth day after receipt of such notice by the teacher. Within ten days after receipt of such notice from the Treasurer of the Board, the teacher may file with the Treasurer a written demand for a hearing before the Board or before a referee, and the Board shall set a time for the hearing, which shall be within thirty days from the date of receipt of the written demand, and the Treasurer shall give the teacher at least twenty days' notice in writing of the time and place of such hearing. If a referee is demanded by either the teacher or Board, the Treasurer shall also give twenty days' notice to the Superintendent of Public Instruction. Such hearings shall not be scheduled during the summer vacation without the teacher's consent. Such hearings shall be private unless the teacher requests a public hearing.

The hearing shall be conducted by a referee appointed pursuant to Section 3319.161 of the Revised Code, if demanded; otherwise, it shall be conducted by a majority of the members of the Board and shall be confined to the grounds given for such termination. The Board shall provide for a complete stenographic record of the proceedings, a copy of such record to be furnished to the teacher. The Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such action.

Both parties may be present at such hearing, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and request the presence of witnesses in their behalf, upon subpoena, to be issued by the Treasurer of the Board. In the case of failure of any person to comply with a subpoena, a common pleas judge of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt.

Any member of the Board or the referee may administer oaths to witnesses. After a hearing by a referee, the referee shall file his/her report within ten days after the termination of the hearing.

After consideration of the referee's report, the Board by a majority vote may accept or reject the referee's recommendation on the termination of the teacher's contract. After a hearing by the Board, the Board by majority vote may enter its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision, after the hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from the minutes, and if the teacher has suffered any loss of salary by reason of being suspended, he/she shall be paid his/her full salary for the period of such suspension.

Any teacher affected by an order of termination of contract may appeal to the court of common pleas of the county in which the school is located within thirty days after receipt of notice of the entry of such order. Such appeal shall be an original action in said court and shall be commenced by the filing of a petition against such Board, in which petition the facts shall be alleged upon which the teacher relies for a reversal or modification of such order of termination of contract. Upon service or waiver of summons in said appeal, such Board shall immediately transmit to the clerk of said court, for filing, a transcript of the original papers filed with the Board, a certified copy of the minutes of the Board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the referee, whereupon the

cause shall be at issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it deems advisable, at which it may consider other evidence in addition to such transcript and record.

Upon final hearing, the court shall grant or deny the relief prayed for in the petition as may be proper in accordance with the evidence adduced in the hearings. Such an action is a special proceeding within the purview of Section 2505.02 of the Revised Code, and either the teacher or the Board may appeal there from.

In any court action, the Board may utilize the services of the prosecuting attorney or city solicitor, as authorized by Section 3313.35 of the Revised Code, or may employ other legal counsel.

Appointment of Referee: For the purpose of providing referees for the hearings required by Section 3319.16 of the Revised Code, the Superintendent of Public Instruction shall compile a list of resident electors from names that he/she shall solicit annually from the State Bar Association. Upon receipt of notice that a referee has been demanded by a teacher or by the Board, the Superintendent of Public Instruction shall immediately designate three persons from such list, from whom the referee to hear the matter shall be chosen, and he/she shall immediately notify the designees, the teacher, and the Board. If, within five days of receipt of the notice, the teacher and Board are unable to select a mutually agreeable designee to serve as referee, the Superintendent of Public Instruction shall appoint one of the three designees to serve as referee. The appointment of the referee shall be entered in the minutes of the Board. The referee appointed shall be paid the usual and customary fee for attending the hearing, which shall be paid from the school district general fund upon vouchers approved by the Superintendent of public Instruction and presented to the Treasurer. No referee shall be a member of, an employee of, or teacher employed by the Board, nor related to any such person by consanguinity or marriage. No person shall be appointed to hear more than two (2) contract termination cases in any school year.

SECTION 5.04 - CONTRACT SUSPENSION TEACHER DISCIPLINE

A. The Board shall follow the principles of progressive discipline. However, certain offenses by their nature may be severe enough to require immediate discharge.

B. In the exercise of its rights, the administration agrees that no employee shall be discharged or disciplined without just cause and due consideration.

C. If the Board intends termination of a contract and, pending final action, in accordance with Revised Code 3319.16 determines to suspend the teacher, the following shall apply:

1. The teacher may be suspended with full pay and benefits.
2. The teacher may be suspended without full pay and benefits.

If a teacher is suspended without pay and benefits, the teacher may continue hospitalization - surgical, major medical and other insurances - by remitting the current premiums to the Treasurer pending the final action of the Board. If the Board does not terminate the contract, the teacher shall be reimbursed all monies paid to the Treasurer for insurance premiums. The teacher shall also receive all salary accrued during the suspension.

SECTION 5.05 - REDUCTION IN FORCE

A. When it becomes necessary to reduce the number of teacher positions, the following reasons for the reduction shall apply.

1. Decline in student enrollment.
2. Return to duty of regular teacher after leave of absence.
3. Suspension of schools, or territorial changes affecting the district.
4. Lack of financial resources.

B. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:

1. To the extent possible, the number of teachers affected by a reduction in staff will be minimized by not employing replacements for the following school year for teachers who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in staff and whose evaluation shows that designation.

2. In the event that attrition is not sufficient to accomplish the reduction, reduction shall be accomplished by the suspension of contracts. Those contracts shall be suspended in the following manner:

a) All teachers will be placed on the seniority list for the teaching field in which they are currently teaching. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under the continuing contract teachers, also in descending order of seniority. The seniority list in each area of certification/licensure will include each teacher's name, type of contract (continuing or limited), years of continuous service as determined above, date of Board action to employ, date of application and the teacher's certification/licensure in the specific teaching field and any other teaching fields in which the teacher holds valid certification/ licensure. Creation of the seniority chart shall include application of the provisions set forth in letter (e) of this Section and shall also include the employees' current teaching assignment.

The seniority list shall be set forth on a chart as described above.

Seniority will be defined as continuous employment of a teacher beginning with the first date the teacher reported for duty.

Continuous employment shall include all time on sick leave and/or military leave, and/or disability retirement to a maximum of five years, but will not include Board approved leaves of absence. Teachers on a Board approved, unpaid leave of absence (childcare, professional, etc.) will not lose time previously held, but will not accrue time while on the unpaid leave. Seniority will be lost when a teacher resigns. Teachers who are on leave of absence at the time of staff reduction shall be included on the seniority list.

b) Reductions shall be made in accordance with ORC 3319.17 (C) and whenever possible by the seniority of limited contract teachers. A teacher who holds valid certification/licensure in another teaching field will be considered as "cross qualified" in that field. Teachers will be listed on the seniority list in any and all teaching fields for which they are "cross qualified" by certification/licensure. A teacher affected may elect to displace a less senior teacher in another area of certification/license, provided he/she has continued training or experience in that area of certification/licensure at least once in the last five (5) years.

A cross-qualified teacher, as described above, whose position within his/her current teaching field has been eliminated will automatically displace or "bump" the teacher of least seniority in the teaching field in which he/she is cross qualified, provided the cross qualified teacher has greater seniority than the teacher being bumped. A teacher who is cross qualified in more than one teaching field will be required to "bump" into that field which results in the displacement of the teacher with the least seniority.

c) The seniority list developed in accordance with Section 5.06 B 2a of this agreement shall be provided to any affected teacher who desires to see it and shall be posted in each building.

d) A copy of the seniority list shall be compiled annually by October 30 and provided to the Association by November 1.

Each employee will have a period of thirty (30) calendar days after the posting of the seniority list to advise the Superintendent in writing of any inaccuracy which affects his/her placement on the seniority list. If any changes are made to the seniority list, a corrected copy of the list will be

provided to the Association President. No requests for changes in the seniority list will be considered after thirty (30) calendar days of the posting of the list, and the list will then be considered final.

e) If two or more teachers have the same length of continuous service, the seniority will be determined by:

1) The date of the Board meeting at which the teacher was hired, and then by;
2) The date the teacher signed his/her initial limited contract in the district;
3) The date on which the teacher submitted the first completed job application within the two-year period preceding the effective date of the teacher's first teaching contract with the Board, if available;
4) If any ties remain after 1), 2), and 3), they will be broken by lot.

3. Once it is determined that a RIF will take place a RIF list shall be posted in each building. Each employee will have a period of thirty (30) calendar days after the posting of the RIF list to advise the Superintendent in writing of any inaccuracy or update which affects his/her placement on the RIF list. If any changes are made to the RIF list, a corrected copy of the list will be provided to the Association President.

4. Upon Board approval of a RIF, all involuntary transfers shall be completed within thirty (30) calendar days. This language does not supersede involuntary transfers that are due to a decline in enrollment or when a transfer is necessary to recall a teacher on a Recall List. Involuntary transfers shall be assigned a building and position.

5. Any teacher whose contract is suspended under a reduction in force will be notified of the Board's action, in writing, by certified mail or hand delivery. This notice will be delivered at least thirty (30) calendar days prior to the effective date of the suspension of the teacher's contract and will include a review of the teacher's right to recall to a teaching position in the District. A copy of this letter will be provided to the Association President.

6. Teachers whose contracts are suspended as a result of the reduction in force shall be placed on the recall list for a period of sixteen (16) months.

7. The sixteen (16)-month recall period for limited contract teachers shall begin May 1. Rehiring shall be on the basis of seniority and certification/license. As vacancies occur, a teacher on a limited contract with the most seniority and valid certification/license for the vacancy shall be offered the position unless the provisions indicate otherwise. Any teacher who has had a contract suspended due to a reduction in force shall be sent a notice of the vacant position by certified mail at his/her current address. The teacher shall be responsible for leaving his/her

current address with the office of Human Resources. The notice will be deemed as delivered if the certified mail receipt is returned to the District unsigned, unclaimed, or not deliverable.

8. The teacher notified shall accept the position offered within ten (10) calendar days of the delivery or attempted delivery of the notice. However, if the position offered is not the same grade level and/or subject matter as that taught by the teacher during the year of his/her layoff, he/she may refuse the offered position and remain on the recall list or perpetual recall list. However, once a teacher has rejected an offered position, he/she must accept the next offered position or his/her name will be removed from the recall list or perpetual recall list.

   In addition, if the teacher on the recall list or perpetual recall list refuses to return to a position at the same grade level and/or subject matter, he/she shall be immediately removed from the recall list. Any teacher removed from the recall list as provided in this paragraph shall cease to be an employee of the district.

C. Provisions for reducing continuing contract personnel shall be in accordance with the Revised Code 3319.17.

ARTICLE 6.0 - SALARY AND FRINGE BENEFITS

SECTION 6.01 - SALARY CHECKS

For the 2025/2026 school year, either of the following options may be selected by teachers for receipt of their pay:

A. Option 1 - Teachers shall receive their salary in twenty-six (26) bi-weekly pays.

B. Option 2 - Teachers shall receive their salary in twenty (20) pays. Pay dates for this option shall commence on the second pay date for teachers on Option 1.

Teachers shall indicate their choice of options in writing to the Treasurer not later than August 1 of each year. If no option is selected, teachers will receive the same method of payment as he/she did the prior year. This option shall not apply to anyone hired with a start date on or after July 1, 2025, as all new employees shall automatically receive their wages in twenty-six (26) biweekly pays.

For currently employed teachers who receive twenty (20) pays during the 2025/2026 school year, effective for the 2026/2027 school year and thereafter, they shall receive their wages in twenty-six (26) bi-weekly pays.

The Treasurer's Office shall provide salary payments in the form of a direct deposit into a bank account provided by the teacher. Paycheck information shall be provided by email notification to an email address provided by the teacher.

Teachers shall notify the Treasurer's Office in person of any change in email address or postal address. Changes of address shall be reflected on the next paycheck following receipt of the information in the Treasurer's Office.

SECTION 6.01.01- EXTRA DUTY CHECKS

Payment for sports of non-full year responsibilities shall be made in one lump sum upon the completion of the duties required by the contract.

If the extra-duty contract is for responsibilities that are involved throughout the year, the payment shall be made as a part of the regular- paycheck.

Extended service people who are contracted for additional work, which may be done during the regular school year, or before or after the regular school year, shall receive their pay as part of their regular- paycheck.

SECTION 6.02 - PAYROLL DEDUCTIONS

The following payroll deductions shall be provided to teachers at no charge and will be deducted as stated:

A. Professional dues shall be deducted for HHEA, WOEA, OEA, NEA and all affiliated organizations. The deductions will be made in fifteen (15) equal installments, beginning with the third pay and continuing through the eighteenth pay. Written authorization for deductions must be in the Treasurer's Office fourteen (14) days before the deductions are scheduled to begin. Any individual authorization which indicates continuing deductions that is submitted to the Treasurer under this section shall continue in effect until revoked by the authorizing teacher.

B. Tax sheltered annuity deductions may be authorized at any time during the calendar year. The dollar amount to be deducted for annuities may be made/changed at any time. Stoppages of annuities may be authorized at any time. Deductions will be made twice monthly.

C. Credit union deductions may be authorized at any time. Changes in deduction amounts shall be effective on the pay period following receipt of the information from the credit union. Deductions will be made twice monthly. There shall be no limit on the amount a teacher may designate to be sent to the credit union; however, there needs to be sufficient net amount remaining for a check to be issued.

D. Critical Illness Insurance deductions may be authorized by teachers upon acceptance to the program by the insurance carrier. Deductions will be made twice monthly.

E. Life Insurance - The Board shall make a group ordinary supplement available as an option for those employees who want to make their insurance program permanent. This option shall be effective upon submission to the Treasurer of fifty (50) names of individuals who wish to make their insurance permanent or any portion thereof.

F. OEA fund and/or NEA fund

G. HHEA Scholarship Contributions

H. Those teachers selecting a twenty (20)-pay option shall have deductions equalized over the twenty (20) pays.

Authorization for all payroll deductions must be signed by the teacher. All sums deducted from the payroll will be remitted by the Treasurer to the appropriate agent designated to receive the deduction, on or before the due date designated by the agent.

SECTION 6.03 - SALARY CALCULATION

Initial placement on the salary schedule for teachers new to the district shall be in accordance with the following provisions:

A. One year of experience shall be granted upon evidence that a minimum of one hundred twenty (120) days (ending June 30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. In order for this experience to be considered for salary calculation purposes, this documentation shall be provided to the Director of Human Resources within sixty (60) days of employment. A maximum often (10) years of experience will be accepted.

B. One year of experience shall be granted for each year of military service upon evidence of that service. A maximum of five (5) years' military service will be accepted.

C. Transcript credits from an institution granting a bachelor's degree and approved for teacher certification/licensure by the Ohio State Board of Education shall be totaled, and the teacher placed on the training column of the adopted salary schedule. Transcript credits from other institutions will be accepted if the course has been approved in advance by the Superintendent or his designee. The Association President will receive written notification of all such courses approved by the Superintendent or his designee under this section.

D. Salary adjustments to reflect additional training will be made for the full year when verification is submitted to the Director of Human Resources by September 15. Salary adjustments to reflect additional training will be made for the second semester when verification is submitted to the Director of Human Resources by February 15.

E. Any changes in the salary schedule which occur after the beginning of the year shall be pro-rated on the number of days remaining in the individual's contract.

F. In order to determine how the salary is figured, the original salary is divided by one hundred eighty-six (186) days to get a daily rate. The daily rate is then multiplied by the number of days already worked. The new salary is divided by one hundred eighty-six (186) days to get a daily rate and multiplied by the remaining days to work. Both of the above-mentioned totals are then added together. The total of the bi-weekly pays that have already been paid is subtracted from this total. The remaining amount is then prorated over the remaining number of pays.

Beginning with the 2026/2027 school year, the daily rate shall be calculated using one hundred seventy-four (174) days. The remainder of the calculation in the paragraph above shall remain the same.

SECTION 6.04 - BASE SALARY

During the 2025/2026 school year there shall be a three percent (3.0%) increase on the base salary. The base salary for the 2025/2026 school year shall be $50,052.

During the 2026/2027 school year there shall be a three percent (3.0%) increase on the base salary. The base salary for the 2026/2027 school year shall be $51,553.

During the 2027/2028 school year there shall be a two and a half percent (2.5%) increase on the base salary. The base salary for the 2027/2028 school year shall be $52,842.

SECTION 6.05 - SALARY INDEX SCHEDULE

The Salary Index Schedule is found in Appendix C.

SECTION 6.06 - EXTRA DUTY PAY

A. Job descriptions for positions not currently filled or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association. Job descriptions will be given to applicants prior to interview.

B. Compensation for extra-duty contracts will be computed by multiplying the index figure relative to the position by the B.A. salary in effect at the beginning of the school year. Any changes in the base salary which occur after the beginning of the school year will be reflected in the extra-duty pay the following school year.

1. The Extra Duty Pay Schedule is found in Appendix E.

C. Each head coach will submit an activity report at the close of the season to the Athletic Director. This activity report will include in part: number participating, games played and results, numbers and types of injuries, an inventory of supplies and equipment, and recommendations for the next year. The Athletic Director, with the aid of the head coach and the activity report, will assess each program in regards to retention or expansion. Athletic Directors are responsible for recommending programs to the Superintendent. A copy of this report shall be sent to the Association President.

D. The process for adding or reducing extra-duty assignments will be as follows:

1. Recommendations regarding cheerleaders, athletics, intramurals, and athletic trainers shall go to the Athletic Director and principal, with a copy to the Association President, and a response shall be given within fifteen (15) days.

2. Recommendations regarding drill teams, flag corps, music, advisors and clubs, and extended service shall go to the principal in whose building the extra-duty position exists, and a copy shall be sent to the Association President.

3. The Association may bargain the rate of compensation for any supplemental position added or changed by the Board under the reopener provision (Section 1.05) of the contract. In any case, the formation and/or filling of a given position shall be at the prerogative of the Board, in accordance with the law and applicable provisions of this Contract.

4. A copy of the response from the Athletic Director and principal relative to a request shall be sent to the Association President. Responses to requests shall be made no later than thirty (30) days following receipt of the request.

E. The Board shall provide a handbook to extra-duty teachers who handle activity money. The handbook shall include directions for and examples of proper procedures for requisitioning items, depositing money, and authorizing payment of services. Each extra-duty teacher shall be provided a copy of this handbook on the first day of school

F. No extra-duty teacher shall be required to provide transportation for students as part of the extra-duty contract. No extra-duty teacher shall be required to drive Board supplied vehicles to transport students.

G. Home Instruction & Teaching Separate from Regular School Day.

In certain cases of student illness, a teacher may offer to give home instruction. This may involve a student of his/her own class or any other student of the Huber Heights Schools, providing the instruction to be offered is within the scope of the teacher's certification/licensure. Principals will notify teachers of opportunities for home instruction and will handle the necessary forms.

Compensation for Home Instruction, Warrior Academy outside of the workday, Study Table, Summer School and other instructional assignments approved by Superintendent shall be .078% (0.00078) of the base salary per hour.

H. ROTC Program

The ROTC position currently receives seventeen (17) days of extended time. Any after-school activities to be considered an extension of the classroom duties will be dealt with between the commanding officer and the affected unit member so that this time shall be credited toward the required extended service.

SECTION 6.07 - HOSPITALIZATION

Any new teacher in the district may enroll in the group hospitalization insurance policy plan within thirty (30) days of employment. Coverage shall become effective on the date of acceptance by the carrier. Teachers presently on staff who are not covered by group hospitalization insurance may apply during any open enrollment period as determined by the carrier. Coverage shall become effective on the date of acceptance by the carrier. Teachers joining the staff, or returning from a leave of absence from the district, will have to enroll for coverage, as it is not automatic.

Enrollment forms are available in the Office of the Treasurer.

The Board shall provide one insurance plan for its employees, namely, the Point of Service Insurances Plan with a high deductible managed through a Health Savings Account (HSA). The parties may agree to any carrier. If the parties can agree on no other carrier, the carrier shall be the United Health Care Point of Service Plan.

During the duration of this Contract, all users shall have eighty-five percent (85%) of the premium paid by the employer with the employee paying the other fifteen percent (15%) via payroll deduction.

SECTION 6.07.01 - IRS SECTION 125 LIMITED FLEXIBLE BENEFIT PLAN

The board will offer all unit members participation in the IRS Limited Flexible Benefit Plan for the purpose of covering dependent care.

SECTION 6.07.02 - BASIC PLAN COVERAGE REVISIONS

The Board agrees to shop the Health Insurance Plan at the same level of coverage currently held by Board employees.

In addition to current plans offered by the Board, the Board will offer a Single + 1 (dependent) plan to bargaining unit members.

The Board shall provide a high-deductible policy with a Health Saving Account or HSA. To help offset the expenses of the adopted HSA, the Board shall provide½ of the expected deductible to

each employee annually, or $1,000 single policy/$2,000 family policy. HSA accounts shall be funded in January. All other aspects of the health insurance plan shall remain intact with the exception of copays. Employees shall cover the first $2000 of incurred expenses for single plan members and $4,000 of incurred expenses for the family plan members. Once the High Deductible is met, the insurance plan will cover all remaining expenses within the scope of the covered benefits.

Employee contributions to the HSA cannot exceed limitations established by the IRS.

Employees who are not eligible for an HSA in accordance with IRS guidelines will be given the same $1,000 single policy/$2,000 family policy except the funds will be placed into an HRA per IRS guidelines.

Out Patient Physical Therapy and Speech Therapy	50 visits per calendar year
Out Patient mental visits	50 per calendar year
Inpatient Rehabilitation facility	60 days per calendar year
Injections in Dr's Office i.e. allergy injections	Dr. Office fee applies
Mental Health/Substance abuse inpatient max in or out of network. Out of Network combined max.	30 days per calendar year
Spinal Treatment i.e. chiropractic	24 visits per calendar year in or out of network. Out of network deductible will apply.
RX tiering definition	Tier 1, Tier 2, tier 3 – for most drugs still Generic, Brand, non PDL – some drugs may change tiers due to price.
ID Cards	Plastic with swipe strip. All dependents listed.
Dependent definition	To end of calendar month in which the dependent turns age 26 if full time student or IRS dependent.
Dependent Verification	When claim is submitted (after claim is incurred).

ALL OTHER BENEFITS AND COVERAGE LEVELS PROVIDED BY UNITED HEALTH CARE DURING THE 2019-22 SCHOOL YEAR SHALL REMAIN UNCHANGED THROUGHOUT THE DURATION OF THIS AGREEMENT.

SECTION 6.08 - DENTAL INSURANCE

The Board shall purchase a usual, customary and reasonable dental insurance coverage through a carrier licensed by the State of Ohio, which meets or exceeds the negotiated

specifications listed below for each teacher and eligible dependents. The cost of this coverage shall be one hundred percent (100%) Board paid.

NOTE: Orthodontic benefits are not subject to an annual deductible.

NO DEDUCTIBLE	CALENDAR YEAR DEDUCTIBLE $25.00		
CLASS I PREVENTATIVE & DIAGNOSTIC	**CLASS II BASIC RESTORATIVE**	**CLASS III MAJOR RESTORATIVE**	**CLASS IV ORTHODONTIA**
Routine oral exams once every 6 months	Fillings – amalgams, silicate, acrylic	Inlays, onlays, gold fillings or crown restorations	Full banded orthodontic treatment
Teeth cleaning once every 6 months	Root canal therapy	Initial installation of fixed bridgework	Appliances for tooth guidance
Fluoride treatments once every 12 months	Treatment of gum disease	Installation of partial or full, removal dentures	Appliances to control harmful habits
Emergency pain treatments	Repair of bridgework and dentures	Replacement of existing bridgework or dentures	Retention appliances not in connection with full banded treatment
Space maintainers	Extractions and oral surgery		
Diagnostic x-rays	General anesthesia if medically necessary		
Tests & Lab Exams			
100%	80%	60%	60%
Calendar Year Maximum	$2,500 Per Person		Lifetime maximum Per Person $1,000

SECTION 6.09 - VISION INSURANCE

The Board shall purchase a usual, customary and reasonable vision insurance coverage through a carrier licensed by the State of Ohio, which meets or exceeds the negotiated specifications listed below for each employee. The cost of this coverage shall be one hundred percent (100%) Board paid.

Covered Services	Covered Frequency	Network You Pay:	Non Network The Plan Pays:
EXAMINATION	Every 12 months	$10 Copayment	$35
LENSES			
Single Vision Lenses	Every 12 months		$25
Bifocal Lenses			$40
Trifocal Lenses		$25 Copayment	$55
Lenticular Lenses			$80
FRAMES	Every 24 months		$45
CONTACT LENSES			
In place of Lenses and Frames			
Medically necessary (Prior Authorization reg)	Every 12 months	Covered in full	$210
Elective		Plan pays $120	$120

SECTION 6.10 - LIFE INSURANCE

The Board will provide each teacher with fifty thousand dollars ($50,000) term life insurance coverage, plus an equal amount of accidental death and dismemberment coverage.

SECTION 6.11-HEALTH CARE REOPENER

If, during the duration of this contract, Health Care Reforms that are currently in legislation affect either the Board or the Association members, the Board or Association may request a reopener to bargain the Sections that involve health care.

SECTION 6.12 - MILEAGE

Any teacher, who as a part of the teaching assignment is required to travel, shall be reimbursed for all business miles traveled in his/her personal vehicle at a rate equal to the mileage allowance permitted by the Internal Revenue Service. The teacher shall keep an accurate log of all mileage accumulated and turn the log in to the building principal monthly. Payment shall occur on a monthly basis.

SECTION 6.13 - SEVERANCE PAY AND SUPER SEVERANCE

The Board shall grant severance pay upon proof of retirement from the STRS in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty percent (30%) of the number of days of unused accumulated sick leave at the time of retirement up to a maximum of 230 days. Severance pay will be increased by one extra day

for each year a person "maxed" out on sick leave days and missed five or less days of work during that school year. This increase in days earned shall not exceed ten (10) paid days.

Payment will be in a lump sum and will eliminate all accumulated sick leave.

A teacher, to be eligible for severance pay, must apply to the Treasurer within ninety (90) days following retirement. A teacher, to be eligible for severance pay, must be a teacher employed by the Board at the time of filing for retirement.

SUPER SEVERANCE: The Board shall provide a super severance bonus to qualifying unit members who have a minimum of ten (10) years' service in the Huber Heights School District. The conditions related to this bonus are:

1. Any certificated/licensed unit member who retires under STRS after the last work day of the given school year, but no later than August 1 of the year he/she first becomes eligible for such retirement, will receive a severance pay bonus equal to fifty percent (50%) of his/her accumulated sick leave times his/her daily rate of pay, not to exceed $50,000.00.

2. First becoming eligible for retirement will be defined under the STRS Unreduced Benefit Schedule.

3. If a unit member receives this severance pay bonus, it will be made in lieu of him/her receiving normal severance pay; if a unit member does not qualify for or chooses not to take this severance pay bonus, he/she will still be entitled to receive normal severance pay when he/she retires.

   In order to qualify for this severance pay bonus, the unit member must give notice of intent to retire within the given deadline period. Such notice must be received in writing by the Superintendent of Schools no later than December 1 of the year of retirement. In the event STRS reduces the eligibility required for retirement, the unit member shall have thirty (30) calendar days to submit his/her notice of retirement in writing to the Superintendent.

4. Supplemental contract salaries will not be included in the calculation of this bonus.

5. Payment of this bonus will be made by the last pay in January of the calendar year following the calendar year of retirement, provided that at least thirty (30) days prior to that date the retired unit member has presented documentation to the school district treasurer, verifying that he/she retired within the age and service years parameters set forth above.

SECTION 6.13.01 - SEVERANCE ROLLOVER TO 403B ACCOUNT

The Severance Pay of any teacher age fifty-five (55) years or older who is retiring will roll-over into a designated 403(b) accumulated leave plan. This agreement is entered into under current IRS regulations. Any change in the regulations, or legal interpretation of the regulations contrary to this agreement will make this provision null and void. In the event that this provision becomes null and void the parties shall meet to negotiate appropriate changes.

SECTION 6.14 - RETIRE/REHIRE

The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

A. Retired/Rehired certified staff shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.

B. Retired/Rehired certified staff may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

C. For purposes of Reduction in Force, retired/rehired certified staff shall not have a right of recall.

D. Retired/Rehired certified staff shall not be able to contribute to or participate in the sick leave bank, and shall not be able to carry over any accumulated sick leave from any prior public employment.

E. Retired/Rehired certified staff shall not be eligible to participate in the district severance program upon separation from employment.

F. For purposes of salary schedule placement, a retired/rehired certified staff may be granted up to ten (10) years' service credit upon initial reemployment.

G. Retired/Rehired certified staff shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

SECTION 6.15 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contribution to the State Teachers' Retirement System of Ohio as "picked-up" by the Board, as contemplated by Internal Revenue Service, Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions, as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers' Retirement System and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supple- mental earnings thereafter.

B. The parties agree, should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, to return, without penalty, to the former method of employee/employer contribution.

C. Payment for sick leave, personal leave, severance and supplemental positions, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (i.e., gross pay divided by the number of days in a teacher's contract).

D. Such salary reduction shall not result in a salary, which is less than the salary available under the State minimum salary schedule. Should the reduction calculate on result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result, with the employee contributing that portion which falls below such State minimum level.

SECTION 6.16 - ATTENDANCE OF CHILDREN OF NON-RESIDENT EMPLOYEES

Non-resident bargaining unit members may enroll their natural, adopted, and custodial children in the District's schools tuition free. These children, however, shall not have a record of discipline or attendance problems in the school district of their residence. Such enrollment is subject to available space. Enrollment is also subject to a first come, first served basis. If applications are received at the same time, the Superintendent shall determine the order by drawing names. In any event, the Superintendent shall have final authority as to whether a given student qualifies for tuition free enrollment. Further, if a given child has special needs, which require the school district to expend money for the child in excess of the statutory tuition rate of the Board, the unit member must pay the Board the difference in cost. Such payment shall be made in advance of the beginning of the school year or, if agreeable to the Superintendent, by payroll deduction over the school year.

In order to enroll children tuition free for the succeeding school year, unit members must submit written applications to the Superintendent between April 1 and June 1. Applications shall be for one year at a time, except that once a unit member has enrolled a child tuition-free, he/she shall have first opportunity over new applicants. So that the unit members will have timely notice to complete plans for the new school year, the Superintendent shall respond in writing to all applicants by June 30.

SECTION 6.17 - ATTENDANCE BONUS

For the 2025/2026 school year, the Board shall pilot the below attendance bonus. If seventy-five percent (75%) of teaching staff obtain the incentive during the 2025/2026 school year, then the pilot will continue for the 2026/2027 school year. If eighty percent (80%) of teaching staff obtain the incentive for the 2026/2027 school year, then the pilot will continue for the 2027/2028

school year. If the percentage is not met, the prior language in the 2018-2022 contract regarding the attendance bonus shall control unless otherwise agreed between the parties.

The Board shall pay an attendance bonus to bargaining unit members based on the following:

A. Employees who miss three (3) or less workdays for personal leave or sick leave during each semester shall receive a bonus of one thousand five hundred dollars ($1,500) to be paid on the first payroll in January and July, respectively.

B. Employees who miss five (5) or less workdays for personal leave or sick leave during each semester shall receive a bonus of seven hundred fifty dollars ($750) to be paid on the first payroll in January and July, respectively.

Absences are defined as any use of sick leave, personal leave or unpaid leave days. Personal leave days donated to the sick leave bank will not be counted when calculating the attendance bonus.

2018-2022 contract language regarding attendance bonus:

"The Board shall pay an attendance bonus to bargaining unit members based on the following;

A. Employees who have perfect attendance and are absent zero (0) days during the school year shall receive a bonus of five hundred dollars ($500.00).

B. Employees who are absent one (I) day but no more than two (2) days during the school year shall receive a bonus of four hundred dollars ($400.00).

C. Employees who are absent three days (3) days but no more than four (4) days during the school year shall receive a bonus of two hundred and fifty dollars ($250.00).

D. Employees who are absent five (5) days during the school year shall receive a bonus of one hundred dollars ($100.00).

E. Employees who are absent more than five (5) days during the school year shall not receive the attendance bonus.

The attendance bonus shall be paid to the employee no later than June 30th of the school year in which the bonus is earned.

Absences are defined as any use of sick leave, personal leave or unpaid leave days. Personal leave days donated to the sick leave bank will not be counted when calculating the attendance bonus."

ARTICLE 7.0-LEAVES OF ABSENCES

SECTION 7.01 - SICK LEAVE

Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the teacher's immediate family.

Illness or death in the family is defined as involving the teacher's spouse, a parent of the teacher or spouse, an aunt or uncle of the teacher or spouse, a grandparent of the teacher or spouse, a sibling of the teacher or spouse, a child or grandchild of the teacher or spouse, or someone residing in the teacher's home.

If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when the physician was consulted.

Teachers shall be permitted to utilize sick leave in quarter (.25) day increments.

After use of seven (7) days' sick leave for personal and/or family illness in any school year, if requested by the building principal, the teacher shall provide written, signed medical documentation to justify the use of sick leave. Exceptions shall be made when an employee has medical documentation to support leave based on disability and/or FMLA.

Sick leave not submitted into the electronic absence management system ninety (90) minutes prior to the start of the teacher workday must be communicated to the building administrator via phone call or text message.

In the event of a teacher's request for the use of sick leave for absence due to pregnancy, childbirth, or the recovery there from, accumulated sick leave may be used upon confirmation by the teacher's physician that it is medically necessary and notification of that advice to the administration. The teacher's request shall include a statement of the duration of time needed for leave.

Penalties for falsification of sick leave shall be in conformance with O.R.C. 3319.141.

The employer shall prescribe and furnish a form for the use of sick leave, such form to be signed by the teacher.

All pertinent absences incurred as described above will be charged to sick leave.

At the beginning of the school year, the Board shall provide an advance of up to a maximum of fifteen (15) days to all teachers who have less than fifteen (15) days of accumulated sick leave. In the case of those to whom sick leave has been advanced, no additional sick leave shall be

accumulated until the amount advanced has been earned at the rate of 1-1/4 days for each month of completed service.

Teachers shall accumulate fifteen (15) days per each year of this contract up to a maximum accumulation of two hundred sixty (260) days of sick leave of which two hundred thirty (230) days will be used in the severance/super severance calculation.

If a teacher resigns employment or is otherwise terminated prior to earning the sick leave days advanced, the Board shall withhold from the teacher's final check a sum equal to the per diem rate of pay for those days used but as yet unearned, if applicable.

Sick leave accumulates at the rate of one and a quarter (1-1/4) days per month. Sick leave accumulation appears on pay check stubs, and accrues on the first check of each month.

Teachers shall be permitted to donate one (1) sick leave day per contract year to the Sick Leave Bank.

SECTION 7.02 - PERSONAL LEAVE

Three (3) days' of personal leave are provided to each teacher. The use of personal leave shall reflect the professionalism of the individual. Leave may be used in one-half (1/2) day segments.

Personal leave is subject to the following provisions:

A. A forty-eight (48)-hour advance, written notification to the principal in all cases where possible. In an emergency situation, less than forty-eight (48) hours' notice will be given to the building administrator either in person, via phone call or via text.

B. Personal Leave shall be requested using the District electronic absence management system.

C. Personal leave cannot be claimed the first or last week of the teacher's contractual year except in extenuating circumstances approved by the Superintendent or designee.

D. No more than twenty percent (20%) of the teaching staff in any one building may be on personal leave on any one (1) day, except in an absolute emergency where no notification could be given.

E. Personal leave is not cumulative.

F. Personal leave shall not be used on the last day prior to or on the first day back from a District break (defined to include Thanksgiving, Winter and Spring breaks) except in extenuating circumstances approved by the Superintendent and/or designee.

G. Up to three (3) unused personal days shall be automatically converted to sick leave days unless the teacher provides written notice to the Treasurer's Office by June 1st of his/her choice to modify the conversion.

In lieu of automatic conversion, if a teacher provides written notice by June 1st to the Treasurer's Office, the teacher may choose to convert up to two (2) of their unused personal leave days in the following manner: up to one (1) unused personal day to the sick leave bank and/or up to one (1) unused personal day converted to a per diem payment to the teacher.

Anything less than a full unused personal day shall only be permitted to convert to the teacher's sick leave accumulation or donated to the sick leave bank. Teachers shall not be provided an option to be paid his/her per diem for a less than full unused personal day.

For example:

- If a teacher has up to three unused personal leave days, the teacher will have their days automatically converted to their sick leave accumulation with no action needed.

- If a teacher has three unused personal leave days, and the teacher provides notice to the Treasurer's Office by June 1st, the teacher can choose only <u>one of each</u>:
  - ☐ one day converted to their sick leave accumulation
  - ☐ one day donated to sick leave bank
  - ☐ one day paid at his/her per diem

- If a teacher has two unused personal leave days, and the teacher provides notice to the Treasurer's Office by June 1st, the teacher can choose only <u>two (only one of each)</u>:

  - ☐ one day converted to their sick leave accumulation
  - ☐ one day donated to sick leave bank
  - ☐ one day paid at his/her per diem

- If a teacher has one unused personal leave day, and the teacher provides notice to the Treasurer's Office by June 1st, the teacher can choose only <u>one</u>:
  - ☐ one day converted to their sick leave accumulation
  - ☐ one day donated to sick leave bank
  - ☐ one day paid at his/her per diem

This will not count against the attendance bonus. (Section 6.17)

SECTION 7.03 - CHILD CARE LEAVE

The Board shall grant a leave of absence without pay to a teacher for the care of a newly born infant.

When teachers request child care leave, written notification of such a request shall be sent to the office of the Superintendent at least thirty (30) days in advance of the effective date. Childcare leave may be requested for the balance of a grading period, the balance of a semester, or the balance of the school year. The date of the teacher's expected return must be included in the request.

The teacher shall notify the Board, through the Superintendent, by March 1st or the date of application for the leave, whichever comes later, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one-year extension of the leave.

In addition, if a teacher has a situation, which requires the daily care of an ill child at home, the Board may grant such a leave upon request of the teacher to the Superintendent. This leave shall be for the school year in which it is requested.

Upon request, childcare leave shall be granted for the adoption of a child. The leave shall begin at a time mutually agreed upon between the Superintendent and the teacher. All considerations for a leave of absence for adoption are subject to the preceding considerations stated for childcare leave.

If a teacher on child care leave wishes to purchase the period of time he/she is on child care leave for retirement purposes, he/she shall pay the Board's costs and the employee's costs for the purpose of retirement credit.

In the event that a teacher wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the teacher will be permitted to return at the start of a semester or grading period if the Superintendent determines that it will not be disruptive to the educational process for the teacher to do so.

While on leave, a teacher will remain part of the employee group for insurance purposes, provided the teacher pays to the Treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

For leaves of one year or less, the teacher will be guaranteed return to the same position, unless the administration gives "up front" notice of an involuntary transfer, notwithstanding the RIF provision of this contract.

For leaves longer than one year, the teacher will be guaranteed a position, notwithstanding the RIF provisions of this contract.

SECTION 7.04 - PROFESSIONAL LEAVE

A year of professional leave without pay may be granted by the Board. This leave will accrue a step on the salary schedule the saine as if the teacher had been employed in the system during the leave.

In the event that a teacher wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the teacher will be permitted to return at the start of a semester or grading period if the Superintendent determines that it will not be disruptive to the educational process for the teacher to do so.

The teacher shall notify the Board, through the Superintendent, by March 1st or the date of application for the leave, whichever comes later, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one-year extension of the leave.

For leaves of one year or less, the teacher will be guaranteed return to the same position, unless the administration gives "up front" notice of an involuntary transfer, notwithstanding the RIF provision of this contract.

For leaves longer than one year, the teacher will be guaranteed a position, notwithstanding the RIF provisions of this contract.

SECTION 7.05 - PROFESSIONAL GROWTH LEAVE

Upon request, teachers may be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. The request for funding for professional growth leave from the general funds must meet one or more of the following guidelines:

A. Will help the individual or district meet a District Improvement Plan or Ohio Improvement Plan objective(s).

B. Will help the individual or school meet a Building Improvement Plan objective.

C. The participant may be requested to share information with staff or provide a written report which explains what he/she learned at the professional development as a condition for approval.

D. May help the individual improve in an area of need identified through the district's evaluation program or PAR.

E. Teacher-Principal agreement on professional need.

F. Availability of Money in the District Professional Growth Fund

In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training, which they possess, opportunities for teachers should be especially rich and varied. The staff shall be provided with opportunities such as:

A. Release time and leave of absence for travel and study.

B. Visits to other classrooms and other schools.

C. Conferences involving other personnel from the district, county, state, region or nation

D. Membership on committees drawing personnel from such sources

E. Training in classes and workshops offered within the district.

F. Further training in institutions of higher learning.

G. Attendance at not more than one clinic or workshop specifically oriented to extra-duty activity shall be charged to professional leave. Attendance at more than one clinic or workshop shall be charged to personal leave.

H. All requests for professional leave shall be submitted using the District electronic absence management system.

I. If the request requires District funding, a Professional Growth Request Form found in Appendix F shall also be completed and presented to the principal, who shall designate either recommended or not recommended on the form. The forms shall then be forwarded to the Superintendent's designated representative for action. Forms should be submitted no less than fourteen (14) days prior to the requested leave.

If the Superintendent's designated representative disapproves the request, the reason(s) for disapproval shall be written on the form. One copy of the form shall go to the teacher, one to the business office, and one will remain with the Superintendent's representative.

If the request is denied, the teacher shall have the option of requesting a conference with the Superintendent's designated representative for discussion of the denial. If approved, the notice of approval shall designate those expenses, which will be reimbursed by the school board.

Reimbursement shall be made upon presentation to the Treasurer of receipts documenting approved expenses.

SECTION 7.06 - JURY DUTY/ JOB RELATED COURT APPEARANCES

Teachers who receive a request to appear for jury selection, and who choose to participate as a juror on a contracted day, shall be excused for such purpose by the Board. The Board will provide a substitute when available. The teacher's compensation for jury duty shall be paid to the Treasurer and regular pay will be provided for the absence. If a teacher receives a subpoena to appear in court on a matter directly related to and a result of his/her job responsibility, he/she shall receive full pay while responding to the subpoena.

SECTION 7.07 - LEAVE FOR ASSOCIATION PRESIDENT

Exclusive of three (3) days to attend the OEA Delegate Assembly as elected delegate, and in addition to any released time provisions, the President of the Association shall have the option of up to five (5) days of paid professional leave time to attend professional meetings outside the school district. The Association will pay the cost of the substitute for these five (5) days.

The Association President may have the option of five (5) additional days, beyond those mentioned in the preceding paragraph, of paid professional leave time to attend professional meetings outside the school district. The cost of these leave days shall be reimbursed to the Board by the Association. The cost of the substitute for these days shall be paid by the Board.

The assignment of these days shall be at the discretion of the Executive Council of the Association.

The administration shall be given at least one week's notification before such leave is taken, except in an emergency situation.

SECTION 7.08 - ASSOCIATION LEAVE

Exclusive of three (3) days to attend the OEA Delegate Assembly as an elected delegate, teachers involved in Association activities may use up to three (3) paid professional leave days for Association business. Additional days may be approved as needed.

SECTION 7.09 - ASSAULT LEAVE

Pursuant to Section 3319.143 of the Revised Code, a teacher who is physically disabled by a physical assault as a result of the performance of duties for the Board shall be entitled to Assault Leave. This leave will neither be available to a teacher who provoked the assault, nor if the assault is caused by another employee and said assault is not related to job performance. If the Superintendent refuses to grant the requested leave, the teacher may grieve the denial, starting with Step Three of the Grievance Procedure.

When an assault results in absence from duty for medical reasons, absence shall be at no loss of pay. Assault leave shall be for a maximum of 25 (twenty-five) days per teacher per occurrence, and may be extended by the Board. Absence with assault leave shall not be charged against sick leave.

Medical verification shall be furnished to the Director of Human Resources for all such assault leave requests of more than one (1) day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the teacher has been absent for three (3) school days per occasion. In such event, the Board shall pay the full cost of the examination.

Teachers shall immediately report assaults to the principal and shall supply all information to the principal regarding the assault. Teachers are encouraged to pursue all school and/or legal action possible against the party(ies) responsible.

SECTION 7.10 - HEALTH & HARDSHIP LEAVE

Upon the written request of a teacher, the Board may grant an unpaid leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Without request, the Board may grant similar leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Revised Code. Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status held prior to such leave. Any teacher who leaves a teaching position to serve in the armed services or the auxiliaries , upon returning honorably discharged from such service, shall resume the contract status held prior to entering military service, subject to passing a physical examination. Such contract status shall be resumed at the first of the school semester or the beginning of the school year following return from the armed services. "Armed services" has the same meaning as defined in Section 143.22 of the Revised Code. While on leave, a teacher shall remain part of the employee group for insurance purposes, provided the teacher pays to the Treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

In the event that a teacher wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the teacher will be permitted to return at the start of a semester or grading period if the Superintendent determines that it will not be disruptive to the educational process for the teacher to do so.

The teacher shall notify the Board, through the Superintendent, by March 1st or the date of application for the leave, whichever comes later, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one-year extension of the leave. For leaves of one year or less, the teacher will be guaranteed return to the same position, unless the administration gives "up front" notice of an involuntary transfer, notwithstanding the RIF provision of this contract.

For leaves longer than one year, the teacher will be guaranteed a position, notwithstanding the RIF provisions of this contract.

SECTION 7.11 - SABBATICAL LEAVE

Sabbatical leaves may be granted by the Board, upon recommendation of the Superintendent, to teachers who have completed five (5) years of service in the district. The leave may be taken for one or two semesters subject to the following restrictions:

A. The teacher shall present to the Superintendent, for approval, a plan for professional growth prior to the granting of the leave.

B. At the conclusion of the leave, the teacher shall provide evidence that the plan was followed.

C. The teacher may be required to return to the district at the end of the leave for a period of not more than two (2) years, unless the teacher has completed twenty-five (25) years of teaching in the state. Teachers shall be notified of the number of years they are expected to return and teach in the district at the time leave is approved.

The Board may not grant a leave unless there is available a satisfactory substitute, nor grant a leave to more than five percent (5%) of the staff at any time, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same teacher when other teachers have filed a request for such a leave.

Teachers shall receive a part salary of the difference between the teacher's expected salary and the substitute pay.

While on leave, a teacher will remain part of the employee group for insurance purposes, provided the teacher pays to the treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

In the event that a teacher wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the teacher will be permitted to return at the start of a semester or grading period if the Superintendent determines that it will not be disruptive to the educational process for the teacher to do so.

The teacher shall notify the Board, through the Superintendent, by March 1st or the date of application for the leave, whichever comes later, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one-year extension of the leave.

For leaves of one year or less, the teacher will be guaranteed return to the same position, unless the administration gives "up front" notice of an involuntary transfer, notwithstanding the RIF provision of this contract.

For leaves longer than one year, the teacher will be guaranteed a position, notwithstanding the RIF provisions of this contract.

SECTION 7.12 - FAMILY AND MEDICAL LEAVE ACT

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). For the purpose of honoring leave entitlements under this Act, a year shall be defined as the most immediate rolling twelve-month period.

SECTION 7.13 - SICK LEAVE BANK

HHEA will initiate, maintain and administer an employee Sick Leave Bank. All unit members and, if the Board so chooses, administrators, will be eligible to contribute to or use the bank in accordance with standards set forth in this provision and guidelines developed by HHEA. Once each year, any eligible employee may offer to donate to the bank in accordance with Section 7.01 and Section 7.02. All donations will be accepted. HHEA will keep the Board Treasurer informed, in writing, as to donations (in the form of personal leave days) and uses (in the form of sick leave days) of the sick leave bank's days so that the Treasurer may adjust the district's records. At least once each fiscal year, the parties' joint committee will review the sick leave bank provision and may modify its operation, parameters, etc. At the end of each fiscal year, either party may re-open this sick leave bank provision by giving advance written notice of that effect to the other party.

Personal leave days donated to the sick leave bank will not be counted when calculating the attendance bonus.

ARTICLE 8.0 - SALARY SCHEDULES

The salary schedules are found in Appendix D.

ARTICLE 9.0 - DURATION OF CONTRACT

This Contract shall be a three (3) year (2025-2028) collective bargaining agreement.

ARTICLE 10 - AGREEMENT

In agreement and witness to all of the above, the parties' respective agents place and date their signatures below.

HUBER HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION

Shannon Weldon 3/5/26
President of the Board Date

3/4/26
Superintendent Date

3/11/26
Treasurer Date

HUBER HEIGHTS EDUCATION ASSOCIATION

3/4/26
President Date

3/11/26
Vice-President Date

APPENDIX A

HUBER HEIGHTS CITY SCHOOLS GRIEVANCE FORM

Name ..... Position .....
School Building(s)

Appropriate Administrator _____

_____

Statement of grievance specifying the date of occurrence, and the provision(s) of the negotiated agreement that were allegedly violated:

_____

_____

_____

Remedy Sought: _____

_____

_____

Date Filed: ..... Grievant' s Signature: _____

Step Two - Formal Response:

_____

_____

Date: _____ Signature: _____

Step Three - Response:

I am appealing the decision rendered at Step Two because _____

_____

_____

Date: ..... Grievant' s Signature: _____

APPENDIX B
PERSONNEL FILE CONTENTS

DATE _

(Actual Form is 8-1/2" x 11")

Teacher Administrator / Representative (The teacher should fill in the form, noting contents of personnel folder, and have this form signed by the administrator or representative. The teacher keeps this form for future reference or need.)
FORM600.28

APPENDIX C – SALARY INDEX SCHEDULE

YEARS	90 HOURS	BA	+150* HOURS	MA	+180** HOURS	+210*** PhD
0	.9100	1.0000	1.0700	1.1400	1.2100	1.2500
I	.9635	1.0535	1.1235	1.1950	1.2650	1.3050
2	1.0170	1.1070	1.1770	1.2500	1.3200	1.3600
3	1.0705	1.1605	1.2305	1.3050	1.3750	1.4150
4	1.1240	1.2140	1.2840	1.3600	1.4300	1.4700
5	1.1775	1.2675	1.3375	1.4150	1.4850	1.5250
6	1.2310	1.3210	1.3910	1.4700	1.5400	1.5800
7	1.2845	1.3745	1.4450	1.5250	1.5950	1.6350
8	1.3380	1.4280	1.4980	1.5800	1.6500	1.6900
9	1.3915	104815	1.5515	1.6350	1.7050	1.7450
10#	1.4450	1.5350	1.6050	1.6900	1.7600	1.8000
11		1.5885	1.6585	I.7450	1.8150	1.8550
12		1.6420	1.7120	1.8000	1.8700	1.9100
13		1.6955	1.7655	1.8550	1.9250	1.9650
14			1.8190	1.9100	1.9800	2.0200
20		1.7490	1.8725	1.9650	2.0350	2.0750
24		1.8025	1.9260	2.0200	2.0900	2.1300
27		1.856	1.9795	2.0750	2.1450	2.1850

*Must hold BA/BS Degree ** Must hold MA/MS Degree

***All hours above the Masters + 180 pay level used by a teacher to qualify for the Master + 210/Doctor pay level must have been earned after 06-01-97 and in a related field.

Maximum salary level for experienced teachers based upon initial employment.

EXPERIENCE ACCEPTED:

A. One year of experience shall be granted upon evidence that a minimum of one hundred twenty (120) days (ending June 30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. In order for this experience to be considered for salary calculation purposes, this documentation shall be provided to the Director of Human Resources within sixty (60) days of employment. A maximum often (10) years of experience will be accepted.

B. Up to 5 years in the armed forces of the United States.

C. Armed forces service a minimum of eight (8) months continuous service.

Certified

BASE SALARY: $50,052 186 Days

YEARS	90 HOURS		BACHELOR		+150 HOURS		MASTERS		+180 HOURS**		210 Hrs. *** DOCTORATE	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	0.9100	45,547	1.0000	50,052	1.0700	53,555	1.1400	57,059	1.2100	60,563	1.2500	62,565
1	0.9635	48,225	1.0535	52,730	1.1235	56,233	1.1950	59,812	1.2650	63,316	1.3050	65,318
2	1.0170	50,903	1.1070	55,407	1.1770	58,911	1.2500	62,565	1.3200	66,068	1.3600	68,070
3	1.0705	53,580	1.1605	58,085	1.2305	61,589	1.3050	65,318	1.3750	68,821	1.4150	70,823
4	1.1240	56,258	1.2140	60,763	1.2840	64,267	1.3600	68,070	1.4300	71,574	1.4700	73,576
5	1.1775	58,936	1.2675	63,441	1.3375	66,944	1.4150	70,823	1.4850	74,327	1.5250	76,329
6	1.2310	61,614	1.3210	66,118	1.3910	69,622	1.4700	73,576	1.5400	77,080	1.5800	79,082
7	1.2845	64,292	1.3745	68,796	1.4450	72,325	1.5250	76,329	1.5950	79,833	1.6350	81,835
8	1.3380	66,969	1.4280	71,474	1.4980	74,978	1.5800	79,082	1.6500	82,586	1.6900	84,588
9	1.3915	69,647	1.4815	74,152	1.5515	77,655	1.6350	81,835	1.7050	85,338	1.7450	87,340
10	1.4450	72,325	1.5350	76,830	1.6050	80,333	1.6900	84,588	1.7600	88,091	1.8000	90,093
11			1.5885	79,507	1.6585	83,011	1.7450	87,340	1.8150	90,844	1.8550	92,846
12			1.6420	82,185	1.7120	85,689	1.8000	90,093	1.8700	93,597	1.9100	95,599
13			1.6955	84,863	1.7655	88,366	1.8550	92,846	1.9250	96,350	1.9650	98,352
14					1.8190	91,044	1.9100	95,599	1.9800	99,103	2.0200	101,105
20			1.7490	87,541	1.8725	93,722	1.9650	98,352	2.0350	101,855	2.0750	103,858
24			1.8025	90,218	1.9260	96,400	2.0200	101,105	2.0900	104,608	2.1300	106,610
27			1.8560	92,896	1.9795	99,078	2.0750	103,858	2.1450	107,361	2.1850	109,363

* Must hold BA/BS Degree

** Must hold MA/MS Degree

*** Hours earned after 6/1/97 and in related field

\# Maximum salary level for experienced teachers based upon initial employment

1. One year of experience shall be granted upon evidence that a minimum of 120 days (ending 6/30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. **One year of experience shall be granted upon evidence that a minimum of 120 days (ending June 30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. In order for this experience to be considered for salary calculation purposes, this documentation shall be provided to the Director of Human Resources within 60 days of employment. A maximum of ten (10) years' experience will be accepted**
2. Up to 5 years in the armed forced of the United States.
3. Armed forces service a minimum of 8 months continuous services.

Certified

BASE SALARY: $51,554 186 Days

YEARS	90 HOURS		BACHELOR		+150 HOURS*		MASTERS		+180 HOURS**		210 Hrs. *** DOCTORATE	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	0.9100	46,914	1.0000	51,554	1.0700	55,162	1.1400	58,771	1.2100	62,380	1.2500	64,442
1	0.9635	49,672	1.0535	54,312	1.1235	57,920	1.1950	61,607	1.2650	65,215	1.3050	67,277
2	1.0170	52,430	1.1070	57,070	1.1770	60,679	1.2500	64,442	1.3200	68,051	1.3600	70,113
3	1.0705	55,188	1.1605	59,828	1.2305	63,437	1.3050	67,277	1.3750	70,886	1.4150	72,948
4	1.1240	57,946	1.2140	62,586	1.2840	66,195	1.3600	70,113	1.4300	73,722	1.4700	75,784
5	1.1775	60,704	1.2675	65,344	1.3375	68,953	1.4150	72,948	1.4850	76,557	1.5250	78,619
6	1.2310	63,462	1.3210	68,102	1.3910	71,711	1.4700	75,784	1.5400	79,392	1.5800	81,455
7	1.2845	66,221	1.3745	70,860	1.4450	74,495	1.5250	78,619	1.5950	82,228	1.6350	84,290
8	1.3380	68,979	1.4280	73,618	1.4980	77,227	1.5800	81,455	1.6500	85,063	1.6900	87,126
9	1.3915	71,737	1.4815	76,377	1.5515	79,985	1.6350	84,290	1.7050	87,899	1.7450	89,961
10	1.4450	74,495	1.5350	79,135	1.6050	82,743	1.6900	87,126	1.7600	90,734	1.8000	92,796
11			1.5885	81,893	1.6585	85,502	1.7450	89,961	1.8150	93,570	1.8550	95,632
12			1.6420	84,651	1.7120	88,260	1.8000	92,796	1.8700	96,405	1.9100	98,467
13			1.6955	87,409	1.7655	91,018	1.8550	95,632	1.9250	99,241	1.9650	101,303
14					1.8190	93,776	1.9100	98,467	1.9800	102,076	2.0200	104,138
20			1.7490	90,167	1.8725	96,534	1.9650	101,303	2.0350	104,911	2.0750	106,974
24			1.8025	92,925	1.9260	99,292	2.0200	104,138	2.0900	107,747	2.1300	109,809
27			1.8560	95,683	1.9795	102,050	2.0750	106,974	2.1450	110,582	2.1850	112,645

* Must hold BA/BS Degree

** Must hold MA/MS Degree

*** Hours earned after 6/1/97 and in related field

Maximum salary level for experienced teachers based upon initial employment

1. One year of experience shall be granted upon evidence that a minimum of 120 days (ending 6/30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. **One year of experience shall be granted upon evidence that a minimum of 120 days (ending June 30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. In order for this experience to be considered for salary calculation purposes, this documentation shall be provided to the Director of Human Resources within 60 days of employment. A maximum of ten (10) years' experience will be accepted**
2. Up to 5 years in the armed forced of the United States.
3. Armed forces service a minimum of 8 months continuous services.

Certified

BASE SALARY: $52,843 186 Days

YEARS	90 HOURS		BACHELOR		+150 HOURS*		MASTERS		+180 HOURS**		210 Hrs. *** DOCTORATE	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	0.9100	48,087	1.0000	52,843	1.0700	56,542	1.1400	60,241	1.2100	63,940	1.2500	66,054
1	0.9635	50,914	1.0535	55,670	1.1235	59,369	1.1950	63,147	1.2650	66,846	1.3050	68,960
2	1.0170	53,741	1.1070	58,497	1.1770	62,196	1.2500	66,054	1.3200	69,753	1.3600	71,866
3	1.0705	56,568	1.1605	61,324	1.2305	65,023	1.3050	68,960	1.3750	72,659	1.4150	74,773
4	1.1240	59,395	1.2140	64,151	1.2840	67,850	1.3600	71,866	1.4300	75,565	1.4700	77,679
5	1.1775	62,222	1.2675	66,978	1.3375	70,677	1.4150	74,773	1.4850	78,472	1.5250	80,585
6	1.2310	65,050	1.3210	69,805	1.3910	73,504	1.4700	77,679	1.5400	81,378	1.5800	83,492
7	1.2845	67,877	1.3745	72,632	1.4450	76,358	1.5250	80,585	1.5950	84,284	1.6350	86,398
8	1.3380	70,704	1.4280	75,460	1.4980	79,159	1.5800	83,492	1.6500	87,191	1.6900	89,304
9	1.3915	73,531	1.4815	78,287	1.5515	81,986	1.6350	86,398	1.7050	90,097	1.7450	92,211
10	1.4450	76,358	1.5350	81,114	1.6050	84,813	1.6900	89,304	1.7600	93,003	1.8000	95,117
11			1.5885	83,941	1.6585	87,640	1.7450	92,211	1.8150	95,910	1.8550	98,023
12			1.6420	86,768	1.7120	90,467	1.8000	95,117	1.8700	98,816	1.9100	100,930
13			1.6955	89,595	1.7655	93,294	1.8550	98,023	1.9250	101,722	1.9650	103,836
14					1.8190	96,121	1.9100	100,930	1.9800	104,629	2.0200	106,743
20			1.7400	92,422	1.8725	98,948	1.9650	103,836	2.0350	107,535	2.0750	109,649
24			1.8025	95,249	1.9260	101,775	2.0200	106,743	2.0900	110,442	2.1300	112,555
27			1.8560	98,076	1.9795	104,602	2.0750	109,649	2.1450	113,348	2.1850	115,462

* Must hold BA/BS Degree

** Must hold MA/MS Degree

*** Hours earned after 6/1/97 and in related field

\# Maximum salary level for experienced teachers based upon initial employment

1. One year of experience shall be granted upon evidence that a minimum of 120 days (ending 6/30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. **One year of experience shall be granted upon evidence that a minimum of 120 days (ending June 30) of job performance was completed in an elementary and/or secondary school that is chartered by the state board of education and for which a teaching certificate/license was required. In order for this experience to be considered for salary calculation purposes, this documentation shall be provided to the Director of Human Resources within 60 days of employment. A maximum of ten (10) years' experience will be accepted**
2. Up to 5 years in the armed forced of the United States.
3. Armed forces service a minimum of 8 months continuous services.

APPENDIX E - EXTRA DUTY PAY SCHEDULES

	Varsity	JV / Assistant	9th grade	9th Asst.	Junior High	Ast. JH	Elem
BASKETBALL	0.18	0.13	0.13	0.11	0.11		
FOOTBALL	0.18	0.13	0.13	0.11	0.11	0.09	
TRACK	0.18	0.13			0.11	0.09	
WRESTLING	0.18	0.13	0.13	0.11	0.11	0.09	
ATHLETIC COORDINATOR	0.18						
BAND HEAD	0.18	0.13			0.11		0.02
BASEBALL	0.13	0.09	0.09		0.07		
SOCCER	0.13	0.09					
SOFTBALL	0.13	0.09	0.09		0.07		
DRILL TEAM	0.13	0.09					
CHORUS DIRECTOR HS	0.13				0.07		0.02
CROSS COUNTRY	0.11	0.07			0.05	0.03	
VOLLEYBALL (Girls)	0.11	0.07	0.07		0.05	0.03	
BOWLING	0.09	0.05					
GOLF	0.09	0.05					
GYMNASTICS	0.09	0.05					
INDOOR TRACK	0.09	0.05					
SWIM	0.09	0.05					
TENNIS	0.09	0.05					
VOLLEYBALL (Boys)	0.09	0.05					
CHEERLEADING COORDINATOR	0.09						
CHEERLEADING	0.07				0.05		
HS Department Chair	0.075						
MS Department Leaders	0.065						
Elementary Unit Leader	0.055						
Yearbook	0.045				0.025		0.02
Student Council	0.045				0.025		0.02
NHS/NJHS	0.045				0.025		
Newspaper	0.045				0.025		
Literary Magazine	0.045						
HS Musical Director	0.045	0.035			0.025		
HS Musical Technical Director	0.025						
HS Musical Orchestra Director	0.025						
HS Drama Production Director	0.045						
Drama Club Advisor	0.025						
French Club Advisor	0.025						
Interact Advisor	0.025						
Spanish Club Advisor	0.025						

Safety Patrol													0.045
Pep Band Advisor	0.025												
Freshman Class Advisor	0.025												
Sophomore Class Advisor	0.025												
Junior Class Advisor	0.045												
Senior Class Advisor	0.045												
Debate	0.045												
Academic Team	0.045												

In addition, the district agrees to add 11 supplemental positions @ .065 of base for the Middle School and .02 of base for Elementary Year Book advisors.

- 5 elementary year book
- 1 Middle School (MS) Math department leader
- 1 MS ELA department leader
- 1 MS SS department leader
- 1 MS Sc department leader
- 1 MS Sp. Ed. department leader
- 1 MS Exploratory department leader

APPENDIX F

100.6
5-11

HUBER HEIGHTS CITY SCHOOLS
PROFESSIONAL GROWTH LEAVE REQUEST

Name _____Social Security# _____

School _____Date _____

Title of meeting/conference _____

Organization sponsoring meeting/conference _____

Location _____ Dates from _____ through _____

Date(s) of absence from school _____A.M.____P.M.___or all day____
Is sub required? Yes __ No_____
Purpose of leave ___

_____

_____

You must attach documentation of meeting/conference date(s), location, and registration costs. A copy of the registration form will usually suffice. Request must be submitted to the Superintendent's designee thirty (30) days prior to attendance. Where thirty (30) days' notice is not possible, the Superintendent will evaluate the circumstances and render a decision.

ESTIMATE OF EXPENSES: Accurate estimate of all probable expenses is required.

Registration fee	$____
Room	$____
Meals	$____
Personal car gasoline bill	$____
Transportation (other than personal car)	$____
TOTAL	$____

Recommended _____ Not recommended _____ Date _____

Signature of principal _____

Approved _____ Disapproved _____

Signature of Superintendent's designee _____

Copies: Applicant

Administrator completes one of the following:

Treasurer's Office	District funds code _____
Superintendent or Designee	Building funds code_____
Building Secretary	Grant title _____

APPENDIX G – OTES

Exhibit G

HUBER HEIGHTS CITY SCHOOLS

Evaluation System

OTES/OSCES

Huber Heights Board of Education and HHEA

08/05/2025

The following pages include the outline and procedures of the teacher/counselor evaluation system being added as an addendum to the certified contract between the Huber Heights City Schools Board of Education and the Huber Heights Education Association.

Section 5.01 – EVALUATION

An Evaluation Committee shall be formed no later than September 1 to provide ongoing review of the Teacher Evaluation process. The Joint Evaluation Committee shall be made up of the Superintendent and four (4) designees and the HHEA President and four (4) appointees.

SECTION 5.01.02 – Administration
Whenever the Term "Principal" is used in this Provision, it shall also mean "Assistant Principal".

SECTION 5.01.03 – PHILOSOPHY OF EVALUATION

The philosophy of the evaluation process in the Huber Heights City School District is one which is positive, and non-threatening. It is one based on teacher performance. In order to implement such a broadly based program, the following guidelines and assumptions have been made about teacher performance:

A. The primary purpose of the evaluation process is the improvement of instructional and administrative skills so that ultimately achievement and growth increases for all students. The evaluation shall provide insight into a teacher's individual performance. Methods for improvement will be provided.

B. The evaluation process shall be continuous, cooperative, and exist in a climate of mutual respect.

C. The Board shall provide adequate time for training of teachers regarding new methods and procedures pertaining to the evaluation process.

D. Notwithstanding section 3319.09 of the Revised Code, this section applies to any person who is employed under a teacher license issued under this chapter, or under a professional or permanent teacher's certificate issued under former section 3319.222 of the Revised Code, and who spends at least fifty percent (50%) of the time employed providing student instruction. However, this section does not apply to any person who is employed as a substitute teacher or as an instructor of adult education.

   Teachers who provide instruction to students fifty percent (50%) or more of their contracted day shall use the Ohio Teacher Evaluation System (OTES).

   Teachers who provide instruction to students less than fifty percent (50%) of their contracted days (i.e. TOSA, Speech Language Pathologist, Dean) shall use the adopted evaluation form included in the Collective Bargaining Agreement.

   Counselors shall be evaluated under the Ohio School Counselor Evaluation System (OSCES).

E. Teachers with approved leave of absences for fifty percent (50%) or more of the school year, as calculated by the board, or teachers whose notice of retirement is board approved by Dec. 1, are not required to be evaluated.

F. In implementing such evaluation systems and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of certified/licensed personnel. No evaluation information shall be collected by audio or video recordings without the consent of the certified/licensed personnel.

Definitions

Teacher/Counselor Evaluation Definitions & Abbreviations

OTES = Ohio Teacher Evaluation System: the state's framework for evaluations

OSCES = Ohio School Counselor Evaluation System

OSTP = Ohio Standards for the Teaching Profession; 7 standards that guide our Evaluation System

OhioES = The Ohio Evaluation System (OhioES) is an online educator evaluation system for use by Ohio districts and schools that are implementing OTES 2.0, OPES 2.0 and OSCES. Districts are to use this required system for reporting educator evaluations. This is a public record.

Summative = Overall, final, summary of performance

Formative = Ongoing information of performance (OTES rubric)

PGP = Professional Growth Plan

PPIP = Professional Performance Improvement Plan

PAR = Peer Assisted Reflection

Observation Cycle = 1st observation must be completed by the end of the 1st semester.
2nd observation must be completed by May 1st.

Evaluation Procedure Defined

A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where one hundred percent (100%) of the evaluation is based on a teacher's performance rating as provided for in this agreement. Teachers on the less frequent cycle will carry forward the previous year's rating at the end of their evaluation cycle.

Purpose

The purpose of teacher evaluation is to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student achievement and growth.

Evaluators

A. An evaluator must be a principal employed by the district.

B. The person who is responsible for assessing a teacher's performance shall be:

1. The teacher's building principal.

2. In the event a teacher performs work in more than one building and under the supervision of more than one principal, one principal shall be designated as the evaluating principal per Section 5.01.02.

3. A teacher may request a conference with the Superintendent to request an alternate principal/evaluator.

4. The principal must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

C. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, health or physical condition, union membership or union activism.

D. The district shall not utilize a credentialed third party evaluator (CTPE).

E. No later than September 1st annually, the District shall provide each teacher with the name and position of their evaluator. A list of all credentialed evaluators shall be provided to the HHEA President annually, no later than September 15th.

F. Evaluations will begin no sooner than 21 calendar days after the 1st student day of school.

Evaluation Instrument/Forms

The Evaluation Instrument will be the online system provided by the Ohio State Board of Education.

Evaluation Committee

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing policy, procedure and process for the evaluation of certified/licensed teachers.

B. Committee Composition

1. In accordance with Section 5.01, the Evaluation Committee shall be formed to provide ongoing review of the Evaluation process. The Joint Evaluation Committee shall be made up of the Superintendent and four (4) designees and the HHEA President and four (4) appointees.

2. Committee members shall be representative of elementary, junior high, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
2. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work. Annual training will be updated and completed, no later than September 30th.
3. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
4. Committee agendas will be developed jointly by the co-chairpersons of the committee.
5. All decisions of the committee will be achieved by consensus. The committee may submit recommendations to the Association and the Board for potential ratification.
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.

7. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
8. Members of the committee will receive release time for committee work and training.
9. Minutes of meetings will be distributed to committee members, association President and District Superintendent.
10. The committee may establish subcommittees to assist with their work.
11. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
12. The committee shall be authorized to utilize consultant(s) (examples are but not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

D. Compensation

1. Committee work beyond the teacher work day shall be compensated at the hourly rate of pay per Article 6.06(G) times the number of hours necessary to complete the job or project. (0.078% of the base pay)

E. Committee Authority

1. The committee is responsible for jointly developing and recommending the policy and procedure for evaluation.

2. The Evaluation Committee shall not have the authority to add, delete, or modify language in the Negotiated Agreement.

3. The Board and the Association shall bargain during regular contract negotiations all elements of the evaluation system that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the new evaluation system. Any agreement that is achieved through said negotiation shall be subject to ratification by both parties.

4. Upon ratification of modifications to the evaluation provisions of the Collective Bargaining agreement, the Board shall amend its evaluation policy to incorporate the terms of the parties' agreement.

5. If either party wishes to consider any change or revision to the evaluation procedure or instrument during the term of this agreement (or) in the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the collective bargaining agreement shall reconvene bargaining to determine whether adjustments are appropriate.

Training

A. Training will be provided, at Board expense, within the first thirty (30) days of the first work day for all credentialed evaluators and all teachers and school counselors prior to the implementation of the evaluation system.

B. Training will occur annually and shall include the tools, processes, and methodology.

C. Teachers and School Counselors

1. Teachers and school counselors shall be given written instructions on the purpose and mechanics of the performance evaluation system and how the performance evaluation is connected to the performance standards and job description(s).

D. Joint Evaluation Instrument Training

1. The employer shall provide joint training with administration, teachers and school counselors to ensure awareness of and an understanding of all processes, procedures, and tools used in the evaluation system.

Schedule for Evaluation

A. No teacher shall be subject to more than one (1) Evaluation cycle per school year.

B. The Board shall require at least three (3) formal observations of each teacher who is under consideration for non-renewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Revised Code.

C. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive the results of this evaluation not later than the tenth day of May.

Criteria for Performance Assessment

A. A teacher's or school counselor's performance shall be assessed based on criteria set forth in the Evaluation Instrument.

B. No teacher or school counselor shall receive a final summative rating without fair and reasonable observations of the work performance. Additionally, walk-throughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.

C. All monitoring or observation of the work performance of a teacher or school counselor shall be conducted openly and with full knowledge of the teacher or school counselor.

D. No misleading, inaccurate, anonymous, or undocumented information may become part of a teacher's or counselor's performance evaluation report. All formal observations must be supported by evidence.

Full Cycle Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations.

2. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

3. Each evaluation shall include one (1) walk through and one (1) formal evaluation. Walk – throughs will occur before any formal observations.

B. Observation Conference

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

2. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned

with the expectations that are identified in the teacher's professional growth or improvement plans.

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

Walk-Throughs

A. A walk-through is a formative written assessment piece that shall include the following components:

1. The principal shall provide to the teacher via email and/or in writing a minimum of forty-eight (48) hours notification of the date and time of the walk-through and state the focus if applicable. The teacher may request a brief meeting prior to the walk-through.

2. The walk-through shall be at least ten (10) consecutive minute(s) but no more than twenty (20) consecutive minutes in duration. The walk-through shall be of sufficient duration to allow the evaluator time enough to assess the focus of the walk-through.

3. No later than five (5) work days following the walk-through, the teacher will be provided feedback in OhioES. The teacher may request a conference for input or discussion.

4. Less Frequent Cycle observations shall include one (1) walk-through.

B. In addition to an administrator initiated walk-through, a teacher or counselor may request no more than two (2) additional walk-throughs per evaluation cycle to ensure that all aspects of the teacher performance are evidence based.

Finalization of Evaluation

A. Completion of Summative Evaluation Process

1. The summative evaluation of a teacher shall be based upon teacher's performance that is assessed during the walk-throughs and formal observations. Teacher performance is to be scored holistically. This means evaluators will assess which performance level provides the best overall description of the teacher's practice. The evaluator is to consider evidence gathered during any pre-conferences, the formal observations, the post-conference(s), classroom walkthroughs, informal conversations, and evidence of practice and professionalism. The evaluation

report shall be signed by the evaluator. The evaluation report shall then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final formal evaluation cycle shall be completed by May 1st and the Summative Report shall be completed by May 10th, signed by both parties, and a copy sent to the Superintendent/designee.

2. The Board shall evaluate each teacher who received a rating of accomplished on a continuing contract once every three school years. Teachers receiving an Accomplished must submit a Professional Growth Plan and receive an informal observation and conference, annually.
3. The Board shall evaluate each teacher who received a rating of Skilled on a continuing contract once every two school years. Teachers receiving a skilled rating must submit a Professional Growth Plan and receive an informal observation and conference, annually.

B. Response to Evaluation, Rebuttal and Right To Grieve

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

2. All aspects and provisions of the evaluation system shall be considered appropriate subjects of the grievance procedure. The teacher shall have the right to grieve all aspects of the evaluation.

PLANS

Growth Plan

Professional Growth Plan (PGP)

A. Professional growth plans shall be developed as follows:

1. The Professional Growth Plan helps the teacher/counselor identify areas of professional development that will enable the teacher/counselor 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.

2. Teachers/Counselors with an overall rating of accomplished will develop a self-directed Professional Growth Plan with a focus on continuous improvement.

3. Teachers/Counselors with an overall rating of skilled will develop a Professional Growth Plan collaboratively with their principal/evaluator.

4. Teachers/Counselors with an overall rating of developing will develop a Professional Growth Plan collaboratively with their principal/evaluator.

B. Professional Growth Plans *are due no later* than 21 calendar days after the student's first day of school.

C. Professional Growth Plans shall describe the goal statement(s) demonstrating action steps, student data and resources to achieve performance on Ohio Standards for the Goal(s).

The Professional Performance Improvement Plan (PPIP)

A. Definitions

1. Teachers with an overall rating of ineffective will meet with principal/evaluator for a directed PPIP.

B. The **Professional Performance Improvement Plan (PPIP)** shall include:

1. Specific performance standards to be addressed and goals to improve performance.

2. Resources and assistance to be provided to support identified performance standards will include professional development, materials and time.

3. District provided trained mentors as appropriate. The mentors will be provided release time to allow for meetings/observations with the teacher under an improvement plan.

4. Observable Outcomes - data sources, performance indicators, artifacts, conversations by which the success of the (PPIP) is determined.

5. Timelines for its completion. Professional Performance Improvement Plans (PPIP) for a school year shall be developed no later than twenty-one (21) calendar days after the first (1st) student day of school.

Mentor for Teachers on a Professional Performance Improvement Plan (PPIP)

A. The District will provide teachers on a PPIP with a trained mentor who is not the credentialed evaluator. The mentor will be provided release time to allow for meetings

and/or observations with the teacher.

B. Role of Mentor

1. The Mentor Teacher must have Continuing Contract status and have a minimum of ten (10) years teaching experience and five (5) current consecutive years of teaching experience in the district.

   a. The Mentor Teacher must hold a valid teaching certificate/license and, when possible, be assigned to teachers with the same area of certification/license.

   b. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Release Time and Compensation

   a. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

   b. Each Mentor Teacher shall be compensated at the supplemental rate for a (PPIP) Mentor as indicated in Section 6.06 of this Negotiated Agreement.

3. Protections (being a mentor does not exclude the individual from mandatory reporting laws per ORC)

   a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

   b. A Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

   c. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.

   d. All interaction, written or oral, between the Mentor Teacher and the teacher shall be regarded with the same confidentiality as that represented by the

attorney/client relationship. Any violation of this tenet by the Mentoring Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

e. Either the mentor teacher or the teacher on an PPIP may exercise the option to have a new mentor assigned. The mentor and the teacher must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. This option may be exercised no more than one (1) time by the teacher on an Improvement Plan and must be requested within twenty-one (21) days from the first initial meeting or conference with the mentor.

f. If a different mentor is assigned, the timelines in the PPIP will be adjusted to ensure the teacher and mentor has sufficient time to develop and implement the plan.

g. The request for a change in mentor or mentee does not require a meeting. The Request for a Change in Mentor or Mentee Form is located in the Appendix section of the Evaluation document.

The Peer Assisted Reflection (PAR)

The Peer Assisted Reflection (PAR) shall be utilized for the purpose of:

a. Remediation and improvement of professional practices

b. The teacher's failure to adhere to reasonable work rules

A. Definitions

1. Resources: monetary, time, professional development material and human resources, and may include a Teacher Coach provided to a teacher on a PAR.

2. Timeline – The teacher will be assigned to the (PAR) Program until any noted deficiency has been corrected or for a maximum of one (1) year.

3. Observable Outcomes - data sources, performance indicators, artifacts, conversations by which the success of the PAR is determined.

4. PAR Teacher Coach – a certified employee with a minimum of 3 years of district experience to facilitate the PAR.

(a) Each Teacher Coach when assigned for a PAR shall be compensated at the supplemental hourly-rate for a (PAR) Teacher Coach as indicated in Section 6.06(G) of the negotiated agreement.

B. A PAR shall be assigned to teachers for identified deficiencies in professional practices by:

a. Principal identifying deficiencies.

i. Scheduling a conference between the administrator and teacher to discuss and clarify deficiencies.

ii. Collaboratively develop a list of deficiencies on which to focus within three (3) days of the conference.

iii. Collaboratively develop a PAR within five (5) days of the conference

b. The evaluator involved shall assist the teacher in correcting identified deficiencies in professional practices. The evaluator must include all deficiencies intended for remediation and improvement and allow a minimum of a (6) week time period for correction before including the deficiency of professional practice in an evaluation report.

c. The evaluator together with the teacher will formulate the PAR.

The PAR, as outlined in this document, details:

i. specific performance expectations, resources and assistance to be provided,
ii. reasonable allocations of financial resources to support professional development for staff on remediation plans.
iii. time-lines for its completion, as noted above

d. The District may provide the teacher with trained Teacher Coaches, professional development, materials, and/or release time as appropriate.

e. Not later than the end of the student school year, the evaluator of record will complete a final report, meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional practice indicators for satisfactory performance as outlined in the PAR, the evaluator of record will recommend that the teacher be returned to a non-PAR status. Should no additional occurrences of the same professional practice deficiency arise within 2 years; all PAR documentation will be removed from the employee's file.

<u>Due Process</u>

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

B. Failure by the Employer to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Personnel Action Requirements

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the promotion, removal, reduction or recall of any teacher until three summative evaluations have been completed. This does not supersede Sections 5.03 and Section 5.04 of this Negotiated Agreement (ORC 3319.11; ORC 3319.111)

FORMS

The following forms have been added to the APPENDIX section of the collective bargaining agreement and to this Evaluation Document:

General Observation Forms for:
- TOSA
- Speech/Language Pathologist
- Media Library Specialist
- Dean of Students

Ohio Teacher Evaluation SystemClassroom Walkthroughs and Informal Observations

Informal Observation: Teacher on Special Assignment

Teacher Name: Click here to enter text.	Grade(s)/Subject Area(s): Click here to enter text.	Date: Click here to enter a date.
Evaluator Na	Time Walkthrough Begins:	Time Walkthrough Ends:

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
	Experience in teacher and/or facilitating math, reading, or science (integrated sciences).		Supports district and building goals and initiatives.
	Demonstrated classroom implementation of best practices and instructional strategies with an emphasis in the areas of reading, math, or science (integrated sciences).		Organizes and facilitates parent involvement activities.
	Ability to work with others across content areas.		Creates a culture of collaboration.
	Ability to use standard district technology effectively and efficiently for a variety of purposes.		Researches Best Practices and helps make resources available.
	Ability to manage multiple projects and meet deadlines.		Collects, analyzes, and reviews data.

	Uses student data to support instructional practices.		Assists with differentiated instruction.
	Other: Click here to enter text.		Other: Click here to enter text.

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Employee Signature: _____

Ohio Teacher Evaluation SystemClassroom Walkthroughs and Informal Observations

Informal Observation: Speech/Language Pathologist

Teacher Name: Click here to enter text.	Grade(s)/Subject Area(s): Click here to enter text.	Date: Click here to enter a date.
Evaluator Name: Click here to enter text.	Time Walkthrough Begins: Click here to enter text.	Time Walkthrough Ends: Click here to enter text.

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
	Provide educational support to students identified with speech/hearing or language disability to acquire the skills necessary to develop educationally, socially, and emotionally to their potential.		Develops in conjunction with other regular and special education teachers and the parents an Individualized Education Program containing goals and objectives for the remediation of deficit areas.
	Meets and provides timely services to assigned students in the locations and times designated.		Provides direct speech/language services to individual students or small groups of students providing the IEP of each student indicates that the same instructional program will meet the needs of all students within the group.
	Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.		Acts as a resource person to regular classroom teachers in the areas of educational materials, instructional planning, and behavioral management of speech/language or hearing impaired students.

	Prepares for students assigned, and shows written evidence of preparation upon request of the immediate supervisor.		Assesses the progress of students on a regular basis and provides reports through the district adopted report form and in formal and informal parent conference.
	Provides speech, language, or hearing screening as part of the district plan for speech and/or health services.		Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
	Provides diagnostic speech, language, or hearing assessments to students referred by teachers, parents, and other professionals.		Attends the IEP annual review conference for each student assigned for services.
	Other: Click here to enter text.		Other: Click here to enter text.

Evaluator Summary Comments:
Click here to enter text.

Recommendations for Focus of Informal Observations:
Click here to enter text.

Evaluator Signature: _____

Employee Signature: _____

Media Library Specialist

Informal Observation: 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 an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Demonstrating knowledge of the school's program and student information needs within that program	☐ Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan
☐ Establishing a culture for investigation and love of literature	☐ Establishing and maintaining library procedures
☐ Collaborating with teachers in the design of instructional units and lessons	☐ Assisting students and teachers in the use of technology in the library/media center
☐ Communicating with the larger community	☐ Preparing and submitting reports and budgets
☐ Managing student behavior	☐ Demonstrating flexibility and responsiveness

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature:_____ Employee Signature _____

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11/17/06
3 - Part

HUBER HEIGHTS CITY SCHOOLS

FINAL EVALUATION FORM

Evaluatee: _____ Grade/Subject: _____

Evaluator: _____ Building: _____

Date: _____

Evaluation Number: 1 of 1 1 of 2 2 of 2

Section 1: This section is to be completed for Phase I only.

DOMAINS	**LEVELS OF PERFORMANCE**			
DOMAIN 1	**Needs Improvement**	**Basic**	**Proficient**	**Distinguished**
Rationale:				

DOMAIN 2	**Needs Improvement**	**Basic**	**Proficient**	**Distinguished**
Rationale:				

DOMAIN 3	Needs Improvement	Basic	Proficient	Distinguished

Rationale:

DOMAIN 4	Needs Improvement	Basic	Proficient	Distinguished

Rationale:

Section 2: This Section is to be completed for contract recommendation before the end of the year and prior to April 10th.

_____ Recommended for continued employment

_____ Recommended for non-renewal

____ Recommended for tenure

_____ Recommended for non-renewal due to reduction in staff

____ Recommended for termination

_____ _____

Signature of Evaluator Signature of Evaluatee

Signatures represent completion of annual evaluation process, not necessarily consensus.

Phase I, II, III Feedback Form
(Use Only When Applicable)

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Specific Areas of Concern:

Specific Examples of the Deficiencies:

Teacher Signature **Date** **Principal Signature** **Date**

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3 - Part

HUBER HEIGHTS CITY SCHOOLS
FINAL EVALUATION FORM

Evaluatee: _____ Grade/Subject: _____

Evaluator: _____ Building: _____

Date: _____

Evaluation Number: 1 of 1 1 of 2 2 of 2

Section 1: This section is to be completed for Phase I only.

DOMAINS	**LEVELS OF PERFORMANCE**			
DOMAIN 1	**Needs Improvement**	**Basic**	**Proficient**	**Distinguished**
Rationale:				

DOMAIN 2	**Needs Improvement**	**Basic**	**Proficient**	**Distinguished**
Rationale:				

DOMAIN 3 **Needs Improvement** **Basic** **Proficient** **Distinguished**

Rationale:

DOMAIN 4 **Needs Improvement** **Basic** **Proficient** **Distinguished**

Rationale:

rior to April 10th.

____ Recommended for tenure

_____ Recommended for non-renewal due to reduction in staff

____ Recommended for termination

Signature of Evaluator **Signature of Evaluatee**

Signatures represent completion of annual evaluation process, not necessarily consensus.