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AGREEMENT

BETWEEN THE

HUBBARD EDUCATION ASSOCIATION

AND

HUBBARD EXEMPTED VILLAGE
SCHOOL DISTRICT
BOARD OF EDUCATION

July 1, 2025 – June 30, 2028

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OPERATING AGREEMENT

This Agreement dated July 1, 2025, is by and between the Board of Education of the Hubbard Exempted Village School District, Hubbard, Ohio (hereinafter referred to as the "Board"), and the Hubbard Education Association (hereinafter referred to as the "Association").

ARTICLE I. PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE II. SCOPE OF AGREEMENT

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

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

C. Definitions

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

Day: Calendar day unless otherwise specified.

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

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

Resident Educator Program: The two-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

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

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

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

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

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

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

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

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

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

ARTICLE III. MANAGEMENT

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

ARTICLE IV. NEGOTIATIONS PROCEDURE

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

1. All negotiations shall be conducted exclusively between said teams, not to exceed five (5) members each. Each party may call upon one (1) consultant to assist in negotiations. The expense of such consultants shall be borne by the party requesting them.

2. The chairperson of each team may designate a spokesperson for the team; however, discussion may be opened up to any or all members of both teams and their consultants if mutually agreed to by each chairperson.

B. Submission of Issues

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

1. Such requests for regular negotiations on the Operating Agreement shall not be made before February 15 of the year in which the contract is terminating.

2. All issues proposed for discussion shall be submitted in writing by the Association and by the representatives of the Board to each other at this first meeting to formulate the agenda. No issues shall be added to the agenda by either party following the first meeting unless mutually agreed upon by both parties.

3. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by both parties.

4. Negotiations shall be completed within ninety (90) calendar days of the first negotiating meeting as established in B. above, unless there is a mutually agreed upon extension.

C. Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions and proposals in an effort to reach mutual understanding and agreement.

1. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Both parties agree to react to each other's proposals, giving reasons if a proposal is unacceptable.

2. Following the initial meetings as described in Section B above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s).

3. Each meeting is expected to last at least three hours unless mutually agreed otherwise and shall be held at a mutually agreeable date and time.

D. Caucus

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

E. Exchange of Information

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

F. Reaching Agreement

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

1. Following approval by the Association and the Board, the Board shall by resolution adopt the Agreement as its official policy.

2. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

G. Alternative Dispute Resolution Procedure - Mediation

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

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

ARTICLE V. GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. "Association" shall mean the Hubbard Education Association.

2. "Board" shall mean the Hubbard Board of Education.

3. "Administrator" shall mean the Superintendent, Director of Curriculum & Instruction, Building Principal, Assistant Principal and Director of Pupil Services.

4. "Work Days" shall mean teacher work days, as defined in Article II Section C.

5. "Grievance" shall mean a complaint by an Employee(s) or the Association alleging that there has been a violation, misinterpretation, misapplication of the terms of this Master Contract.

6. "Grievant" shall mean an Employee(s), a group of employees, or the Association alleging that some violation, misinterpretation or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting more than one similarly situated members of said group. The Association President and/or building representative may sign the grievance form.

C. Representation

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

D. Time Limits

1. If the Grievant and/or his representative fail to meet any of the time limits specified in the grievance procedure, the grievance shall be considered waived, and all further considerations shall be forfeited.

2. If the Administrators, Board and/or their designees fail to meet any of the time limits specified in the grievance procedure, the Grievant shall be entitled to proceed to the next level.

3. Conferences required by this procedure will be scheduled at such times as will cause no disruption to the normal operation of the schools and at a time when all parties are able to attend. This may result in the extension of timelines.

E. Grievance Procedure

1. Informal Procedure

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

2. Formal Procedure

a. Step 1 – Administrator

If the matter is not resolved to the Grievant's satisfaction in the informal discussion with the Administrator, the Grievant may complete Grievance Form 1. This form shall be presented to the appropriate Administrator no later than twenty (20) work days after the occurrence of the events or conditions on which the grievance is based, or the grievance shall be deemed to be waived. On Grievance Form 1, the Grievant shall cite the Articles of the Agreement which have allegedly been violated, misinterpreted and/or misapplied; clearly identify the facts upon which the grievance is based; and state the precise remedy requested. A meeting between the appropriate Administrator, the Grievant and the Association shall be held within five (5) work days after this grievance has been submitted in writing and received by the appropriate Administrator. The decision of the Administrator therein shall be rendered no later than ten (10) work days from the date of said meeting.

b. Step 2 – Superintendent

If the grievance is not satisfactorily resolved in Step 1, the Grievant shall complete Grievance Form 2 and submit same to the Superintendent within five (5) work days of the receipt of its

disposition at Step 1 level. Within ten (10) work days of receipt of the grievance form, the Superintendent shall meet with the Grievant and the Association. Within five (5) work days of the meeting, the Superintendent will write his/her decision and forward a copy to the Grievant and the Association President. If the appropriate Administrator in Step 1 is the Superintendent, Step 2 will be omitted and Grievant will proceed to Step 3.

c. Step 3 – Board of Education

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

d. Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step 2 or Step 3 of the Formal Procedure, the Association shall have the exclusive right to decide if a grievance should or should not have a hearing before an arbitrator. The Association's request for arbitration shall be made within twenty (20) work days following the receipt of the disposition of the grievance from the Superintendent at Step 2 or no later than five (5) work days following the receipt of the disposition of the grievance by the Board of Education in Step 3. The Grievant's request for arbitration shall be submitted to the American Arbitration Association (AAA) which shall provide the parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA. Both parties may request an additional list at any point during the selection process.

i. Once the arbitrator has been selected, he/she shall conduct the necessary hearing in accordance with the rules and regulations of the AAA. The hearing to be conducted by the Arbitrator shall be in private session with no news releases permitted during the progress of the hearing.

ii. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this

Master Contract, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determinations.

iii. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations which have the force and effect of law. If raised by the Board, the arbitrator must first decide the issue of arbitrability before he/she can consider the merits of the grievance and shall issue a bench decision. If it is determined that the grievance is arbitrable, the merits shall then be heard by the arbitrator.

iv. A decision on the grievance will be issued within thirty (30) days of the hearing, unless mutually agreed upon by the parties and the Arbitrator. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision shall be final and binding on the Board and the Association.

v. The costs for arbitration shall be paid by the non-prevailing party as determined by the arbitrator. If neither party is determined to have fully prevailed in the arbitration, the arbitrator will apportion the costs of arbitration which consist of any fees, including the filing fee, and costs as set forth in the final bill of AAA and/or the arbitrator, fee for the court reporter if used**,** and any site costs (i.e. room charges, if any).

vi. There shall be no loss of pay or fringe benefits to the Grievant(s), the Association President, or any other bargaining unit member called to testify at the hearing.

ARTICLE VI. WORKING CONDITIONS

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

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

1. An Employee may be required to attend a maximum of eight (8) meetings per school year that shall be called by the administration on an as needed basis. Said faculty meetings shall begin at the end of the teacher day and shall last no longer than one (1) hour beyond the teacher work day.

2. An Employee shall attend one open house per year, not to exceed two (2) hours, scheduled by the administration, outside the school day. The date(s) of the open house(s) will be established at the time of Board adoption of the yearly calendar. An Employee assigned to more than one (1) building will be required to attend only one (1) open house per year with the location to be decided by the administration.

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

B. Class Size

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

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

C. Conference and Planning Periods

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

to leave the school premises during his/her planning and conference period and must sign out on the official form in the office providing information of the employee's destination.

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

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

E. Effective the 2026-2027 school year shall consist of one hundred seventy-nine (179) teacher days. Of those 179 days, two full days shall occur at the beginning of the school year and be designated as teacher in-service days. The time on the first full day shall be utilized at the discretion of the administration (meetings, etc.). The time of the second full day will be one half of the day utilized at the discretion of the teacher (work in their rooms, etc.) and the other half will be Open House. The school calendar will include NEOEA Day as an Employee non-contract day.[1]

1. Employees shall attend two (2) parent/teacher conferences, which shall be included in the school calendar, one each semester, as scheduled by the Board and at specific times designated by each building principal, to be held within periods of time not to exceed a total of six (6) hours, inclusive of a thirty (30) minute lunch period to be scheduled midway through the conferences. Buildings may have parent-teacher conferences on separate days within the week. Bargaining unit members shall have a compensatory day (e.g.-Friday) in the same week that the scheduled parent/teacher conferences are held; however, for fall conferences the compensatory day shall be designated the Wednesday prior to Thanksgiving. No other meetings (i.e. faculty meetings) shall be scheduled during the week in which conferences occur.

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

[1] The 2025-2026 school year shall follow the Board approved calendar and the former HEA Contract.

1. In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:

   a. The teacher must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the Hubbard Schools the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.

   b. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.

   c. The Board agrees to waive the July 1st notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.

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

G. Medical Procedures

1. Dispensing Medication

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

2. Medical Procedures

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

H. Students with Special Needs

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

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

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

I. Part-Time Employees

1. Teachers employed in the District to teach for less than a school day will be paid as follows:

   a. For one (1) period – 0.111 of the appropriate placement on the salary schedule.

   b. For two (2) periods – 0.222 of the appropriate placement on the salary schedule.

   c. For three (3) periods – 0.50 of the appropriate placement on the salary schedule and a half period of conference and planning.

ARTICLE VII. LEAVES

A. Sick Leave

1. All Employees shall be entitled to sick leave in accordance with the provisions of the Ohio Revised Code. Fraudulent use of sick leave and/or falsification of the grounds for the use of sick leave shall be grounds for disciplinary action up to and including termination; reference ORC 3319.141. Sick leave may accumulate to an unlimited amount. Each member of the bargaining unit shall be advanced five (5) days of sick leave per school year if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member of the bargaining unit shall be granted advancement only after indebtedness of any previous advancement has been repaid. Any advanced sick days shall be deducted from the employee's final check in the year advanced sick leave was taken and the employee has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements. After five (5) consecutive days of an employee's use of sick leave, the Superintendent may request that the employee provide a physicians' statement/certification justifying the use of sick leave.

2. Sick leave may be used for absence due to personal illness or injury, quarantine, and serious illness or death in the immediate family. "Immediate family" is interpreted to include spouse, father, mother, child, brother, sister, parents-in-law, stepparent, stepchild, grandparents, grandchildren and persons for whom the Employee is the sole provider as determined by the fact that the individual is claimed as a dependent on the

Federal Income Tax by the Employee. The burden of proof for establishing this relationship is on the Employee.

3. In addition to the above, sick leave shall be granted to attend the funeral of a member of the immediate family as defined above, as well as a daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece, nephew, first cousin, aunt, or uncle of employee or spouse.

4. Recognizing that the expenses incurred through the use of substitute teachers divert funds which could be used for other facets of the instructional program, each Employee agrees to help reduce any possible abuse of sick leave. Each Employee agrees to maintain the best possible attendance record while allowing for good physical and mental health. When an employee is aware of a scheduled medical procedure that will require an extended absence, the employee will notify the building administrator in a timely fashion so that the most qualified substitute may be found.

    a. Each full time bargaining member who has perfect attendance for an academic grading period (not using any Sick Leave or Personal Leave) shall be paid a bonus of two hundred dollars ($200) at the end of each grading period. Members may be eligible to receive the bonus for each grading period. Employees using FMLA Leave are not eligible for the Perfect Attendance Incentive.

B. Sick Leave Bank

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

1. Any Employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank and must do so by September 15 of each year.

2. A participating Employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating Employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than twenty (20). Sick leave days shall not be returned to the Employee except as provided hereinafter for the Employee's personal illness, accident or injury.

3. A Sick Leave Bank Committee shall be appointed by the Association to approve or disapprove all requests for withdrawal from the Bank within the following limitations:

a. A withdrawal may be approved only upon the depletion of the respective Employee's accumulated sick leave and personal leave.

b. The maximum withdrawal for any Employee shall be fifty (50) days. Employee requests must be made in five (5) day increments. There is a maximum of fifty (50) days over the lifetime of the employee's employment.

c. Withdrawals shall be in full day units.

d. All applications for withdrawal shall be in writing, shall be verified by the Committee and considered in accordance with the provisions of this Article, and may be submitted on behalf of an Employee by another person when necessary. Retired employees re-employed by the District are not eligible.

e. The Association affirms that Bank leave is only to be granted in severe cases and not, for instance, for routine maternity leave, etc. The Association affirms that such leave is discussed and voted on by the Executive Board members.

4. There shall be no requirement for an Employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating Employees.

5. A participating Employee who does not elect to continue participation in the Bank by September 15 shall not be credited with or be eligible to withdraw any sick leave already contributed to the Bank

6. The Committee shall meet biannually with appropriate Board administrators to establish procedures for the recording, reporting and accounting of Bank transactions and for other purposes as the Committee or administrators deem necessary.

7. Applications to participate in or to make a withdrawal from the Bank may be obtained from the Association.

8. The Association and the Board shall, by mutual consent, establish any other procedures necessary for the proper implementation of the Bank.

C. Personal Leave

Each Employee shall be entitled to three (3) days of unrestricted personal leave. Unrestricted means no reason is necessary. The Superintendent/Designee may limit use of personal leave to 6% of the staff for any one day. Prior written application (at least 3 days) shall be required. Personal Leave taken in case of emergency (i.e., circumstances which require an employee's immediate attention,

and which were not known and could not have been known about at least 24 hours in advance) shall not be subject to the above limitations. Personal leave shall not be available in the first week or last two weeks of the school year, except in cases of emergency or with prior approval at least three (3) full school days prior to the day of requested personal leave. Use may be limited to 4% of the staff during the last 2 weeks of school. Exceptions to the general rules for the use of personal leave may be granted in the sole discretion of the Superintendent, which decisions shall not serve as precedent in a subsequent request, nor shall any denial be subject to the grievance procedure.

1. Personal days are noncumulative as personal days.

2. These days shall not be granted for the employee work day occurring prior to or the employee work day following a holiday or vacation period as listed on the official school calendar, or on any in-service or parent conference days except in case of an emergency as determined by the Superintendent.

3. Personal days are granted by approval of the Superintendent upon written application received in advance, except in emergency cases.

4. The request does not need to be signed by the Building Principal, but each request shall be date stamped in HR Kiosk with the time of submittal and initialed by the Building Principal or secretary as to time received. The request shall be granted in order of submission.

5. As an incentive to reduce the use of personal leave, the following will be applicable to bargaining unit members: each day of unused personal leave at the end of the school year will be added as an additional day of sick leave to the employee's sick leave accumulation or may select to be remunerated at the rate of $100 per unused personal day. Bargaining unit members must fill out the Personal Leave Day Option Form (Appendix H) and submit it as part of their end of the year checkout process. Failure to submit this form at this time will result in an automatic rollover of the employee’s unused personal leave into sick leave.

D. Conference/Workshop Leave

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

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

E. Educational Leave

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

1. Applicants must file with the Superintendent a statement of the definite purpose for which such leave-of-absence is desired. In case of leave for study, this statement must include the name of the institution at which the individual is to study and the nature of courses to be pursued.

2. Applicants must file with the Board a written agreement to remain in the service of the Board for one year after the expiration of such leave.

3. An educational leave may be granted for one semester or one full school year.

4. Upon return, the Employee shall be restored to his/her former position or to a position of like nature and status.

5. At any time, not more than 2% of the total number of Employees regularly employed shall be on educational leave. In case the number of applications shall exceed 2%, selection shall be made by the Superintendent.

6. Applications for such leaves-of-absence must be submitted on or before April 15 for the first semester and October 15 for the second semester in order to assure adequate time for consideration of alternatives for filling the temporary vacancy created by such leave.

7. When such leave is granted, it shall be without pay or fringe benefits.

F. Professional Organization Leave

1. Official delegates to state and national professional educational organization conventions will be permitted reasonable time off with pay. Request for such leave must be submitted through the Building Principal at least two (2) weeks prior to departure.

2. Employees may attend regional and/or district professional educational organization meetings when school is officially dismissed for such meetings.

G. Jury Duty Leave

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

H. Expectancy Leave

1. The length of time a pregnant Employee may continue in her assignment shall be determined by the teacher and her physician. It is expected that as long as she shall teach, the pregnant Employee shall perform all duties and responsibilities of her position.

2. The Employee may use her accumulated sick leave during her period of pregnancy, which shall not exceed six (6) calendar weeks following delivery unless certified in writing by the Employee's physician. Any paid leave shall run concurrently with leave under the Family Medical Leave Act. For the purpose of this Article, parental leave shall collectively refer to physical disability caused or contributed to by pregnancy, childbirth and recovery therefrom.

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

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

3. Parental Leave

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

   a. An Employee desiring a parental leave shall notify the Superintendent of the beginning and ending dates. The parental leave shall be granted. In no case shall the combined disability/parental leave exceed two (2) years.

   b. An Employee may request a return to work earlier than expected should an emergency in the Employee's family necessitate the Employee's return to work, or where the Employee is no longer disabled before the expiration of the leave.

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

4. Adoptive Leave

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

I. Assault Leave

1. When a physical assault occurs on an Employee, the Employee has the right to defend himself/herself and/or obtain assistance.

2. An Employee who is required to be absent due to physical disability resulting from an unprovoked assault which occurs in the course of Board employment while on duty on school grounds during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board and/or its designee, such leave may be granted for not more than forty-five (45) days upon the Employee's delivering to the Treasurer a signed statement on forms prescribed by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the Employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the Employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

3. Full payment for assault leave, less workers' compensation and/or unemployment compensation, shall not exceed the Employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Article 3319.16.

4. Where the Employee exhausts the assault leave, he/she may use sick leave.

5. Where the assaulted Employee becomes eligible for benefits under the State Teachers Retirement System because of any disability, or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

J. Family Medical Leave Act (FMLA) Leave

1. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible bargaining unit member is entitled to up to twelve (12) weeks of FMLA leave in any 12 month period. A bargaining unit member is permitted to take this leave for the following reasons:

   a. The birth of a child, and to care for the newborn child within one (1) year of birth.

   b. The placement of a child with the member by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival.

   c. The member is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and

   d. Member's serious health condition prevents him/her from performing the functions of his/her job.

   e. Any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

2. Definitions:

   a. Eligible Bargaining Unit Member/Employee: A person who has been employed for at least twelve (12) months by the Board and performed at least 1,250 hours of service for the Board over the twelve-month period preceding the commencement of the leave. All full-time teachers are deemed to meet the 1,250-hour test.

   b. Twelve Month Period: The 12-month period measured forward from the date a member's first FMLA leave begins. A member would be entitled to twelve weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12 month period.

3. Paid Leave:

   a. A bargaining unit member must run concurrently with his/her FMLA leave any of his/her accrued sick leave for leave provided under the

reasons in VII.J.1, or any other reason provided for under the FMLA for any part of the 12-week period of such family leave.

b. If the bargaining unit member has not accrued adequate sick leave to encompass the entire 12 week period of FMLA leave taken under this Article, the additional weeks of leave necessary to attain the 12 workweeks of leave will be taken without compensation or, at the employee's option, paid personal leave may be substituted for any portion of unpaid leave.

4. An employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.

5. The Board of Education shall comply with and implement the terms and conditions of the Family & Medical Leave Act pursuant to adopted Board policy and the final implementing regulations of the FMLA.

K. Unpaid Medical Leave

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

2. Return from Unpaid Leave(s)

No employee granted an unpaid medical leave of absence shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. The Superintendent may, dependent on the circumstances, request that the employee provide physician certification that he/she is fit for duty and may return to service. If an employee on a leave of absence wishes to return to active duty at the beginning of the next school year but prior to the end of the leave, such teacher shall advise the Superintendent in writing on or before July 10 and the Superintendent shall approve such return to duty.

3. Upon return from such leave, the teacher will not lose any seniority he/she had prior to the leave of absence but will not accumulate additional seniority during the period of unpaid leave.

4. Upon return from such leave, the teacher will resume the same contract status.

5. Upon return from such leave, the teacher will be placed into a position for which he/she is certified.

6. It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

L. Supplemental Unpaid Leaves of Absence

1. The Board may grant a supplemental leave of absence to any member of the bargaining unit that has accepted a supplemental contract that school year and cannot meet his/her obligation. The Board shall consider that individual when filling the supplemental vacancy the following school year.

2. If the employee has a multi-year supplemental contract, the supplemental leave of absence shall be for one (1) year only.

M. Employee Option to Continue Benefits on Unpaid Leave

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

ARTICLE VIII. VACANCIES

A. Definition of Vacancy

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

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

Those positions subject to the above definition that are vacated after the first student day of the school year will be filled by a long-term substitute teacher for the remainder of the school year and the position will be permanently filled the following school year. Position vacancies shall be posted.

B. All vacancies, except for short-term positions (i.e., home instructors), shall be posted for seven (7) days by means of notification through District email and posting on the District Website.

1. Administrative and supervisory vacancies, other than superintendent and/or treasurer, shall be posted in the same manner.

2. All postings shall include: job description, job qualifications and educational background needed.

C. Consistent with Article XVI, Reduction in Force, before any posting, vacancies shall first be filled by qualified teachers on the RIF list who are certified/licensed for the position. If no teachers remain on the RIF list who are certified for the vacancy, then the vacancy shall be posted.

D. All qualified applicants from within the Association will be given careful consideration and an interview prior to any outside applicants being considered. All appointments to the aforesaid vacancies and openings shall be made without regard to race, creed, nationality, sex, or marital status.

E. Long-Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment and shall work their 1st through 60th day at the substitute rate.

2. The employment of long-term substitutes shall be for the period specified in their contract of employment and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XV, Fair Dismissal Policy, nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.

3. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half (3 ½) hour per day) in any one school year.

4. Neither the provisions of Article XVI – Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes or to permanent substitutes.

5. The provisions of Section 3319.11, Ohio Revised Code shall not apply to long-term substitutes.

6. Beginning with the 61st day of employment, a long-term substitute shall be placed on Step 0 of the appropriate educational column of the salary

schedule. The employment of a long-term substitute shall not be disrupted so as to cause a disqualification of this movement to the salary schedule.

7. Long-term substitutes who are subsequently re-employed as long-term substitutes by the District will be placed at Step 1 of the salary schedule after 60 days of employment. Long-term substitutes who are subsequently re-employed under a regular teaching contract will be placed on the salary schedule consistent with Article XXII Section E.

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

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

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Hubbard Exempted Village Schools. Except as otherwise set forth herein, retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement.

2. Hubbard teachers re-employed in retirement by the District will be eligible to participate in the Board's health insurance coverage on par with any other teacher as specifically provided for in this Agreement.
3. Salary placement for years of service granted for retired Hubbard teachers employed by the Board shall be at Step 2 on the appropriate educational column of the salary schedule and retirees shall remain at Step 2. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.

4. Seniority for retired Hubbard teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.

5. Hubbard teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.

6. For purposes of reduction in force (Article XVI) Hubbard teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher.

7. There will be no severance pay available for retired Hubbard teachers employed by the Board, however, such teachers will accrue sick leave at a rate of 1-1/4 days per month and be provided an initial advancement of ten

(10) days of sick leave. Sick leave will not accumulate from year to year for retired teachers re-employed by the Board, nor may they donate to, utilize or otherwise participate in the sick leave bank.

8. Hubbard teachers employed by the Board after retirement will be given one-year limited contracts only. Non-renewal of such teachers will occur automatically at the expiration of the one-year limited contract without notice. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Section 3319.11 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

9. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

ARTICLE IX. TRANSFERS

A. Changes in grade/subject assignments and transfers between schools may become necessary or desirable.

1. Employees shall be assigned by the Superintendent, or his/her representative, in accordance with the required standards adopted by the State Department of Education.
2. Requests for transfer to a different class, building or position may be made in writing at any time and shall be considered by the administration when filling vacancies and/or making a transfer. Nothing herein shall prevent a bargaining unit member from applying for a vacant position or pursuing a transfer.

3. Whenever possible, a bargaining unit member shall be notified of any change in school building, grade level and/or subject assignment for the coming year prior to the end of the current school year. Where such changes occur after that time, an individual so notified may request and be granted a conference.

4. When it becomes necessary for an Employee to be transferred to another building, grade level, subject area, or room with a similar teaching assignment, said transfer shall not be arbitrary or capricious. Before transferring an employee, the Administration shall first request and consider volunteers.
5. Prior to making transfers which are precipitated by fluctuations in enrollment at the elementary level and, prior to posting, the administration will meet with the teachers in the affected grade level(s) to discuss staffing needs and obtain volunteers. In the absence of volunteers, the least senior teacher(s), utilizing the district seniority list, in the affected grade level with the appropriate certification will be transferred unless the Superintendent determines, after

careful consideration of the staffing needs of the District, that another transfer be made.

6. Transfers shall not be implemented for the purpose of causing the lay off or preventing the recall of bargaining unit members with greater seniority, when choosing among members with comparable evaluations and when seniority is a factor in a recall.

7. Nothing in this Article shall be construed as limiting the right and responsibility of the District in making teaching assignments as consistent with the educational goals and changing conditions within the District.

8. Nothing in this Article shall require the Board to fill a vacancy if the Board is acting in compliance with Article XVI, Reduction in Force.

ARTICLE X. CLASS COVERAGE

A. A staff member may be requested to assume the role of a substitute teacher during his/her planning/conferencing period.

B. When a staff member agrees to waive his/her planning period to assume the responsibility of teaching a class or any other duty in lieu of a substitute teacher, the Board shall compensate said Employee by paying the approved hourly rate for subsidiary duties as defined in Article XXIV. A payment form will be distributed to each building office for this purpose. Payment for class coverage will occur twice annually, in the last pays in January and June.

1. An Employee may agree to volunteer his/her services if he/she so desires. Said Employee shall not be compensated.

C. This same procedure will be followed when a supervising teacher is asked to leave his/her regularly assigned class to assume the responsibility of teaching in another position. The administration will not seek to utilize supervising teachers if to do so would result in inadequate student supervision. If a co-teacher agrees to class coverage, the Board will compensate both of the co-teachers in accordance with the above.

D. If a teacher agrees to absorb another class while retaining his/her own assigned class, the compensation will then be double the hourly rate for subsidiary duties.

E. In the event that no substitutes are available, and no teacher volunteers his/her services, a teacher assuming all or any part of a class shall receive the approved hourly rate for subsidiary duties, except that if more than one (1) teacher is involved, each will split equally the hourly rate for subsidiary duties.

ARTICLE XI. JOB DESCRIPTION

A. The Superintendent shall see that job descriptions are developed for all positions. When an Employee is responsible to more than one supervisor, he/she shall be advised by his/her principal of the exact division of such responsibility.

B. Job descriptions shall be made available to the Association President and one set in each building. If necessary, the Association President shall meet annually with the administration to verify if all descriptions are included.

ARTICLE XII. PERSONNEL FILES

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

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

B. Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees may make written objections to any information contained in the file if such objections are provided within sixty (60) workdays of the employee’s knowledge that it has been placed in his/her file. Any written objections to any information contained in the file must be signed by the staff member and will become part of the employee's personnel file. Anonymous material or material from an unidentified source and/or unauthorized source will not be placed in a staff member's file.

C. Employees wishing to appeal material in their record shall make a request in writing to the Superintendent and specify the name and date of the materials to be appealed, and the reason for the appeal. The Records Commission shall hear the appeal and make a determination within ninety days of the appeal.

D. Although most information in personnel files is a matter of public record, requests for information shall be made in writing, or in person, and addressed to the

Superintendent. If any person requests to see an employee's file, the Superintendent shall notify the employee immediately and tell the employee the name of person making the request, and the date and time of the review.

ARTICLE XIII. COMPLAINTS AGAINST TEACHERS AND DISCIPLINARY PROCEDURES

A. Complaints Against Teachers

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

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

B. Disciplinary Procedure

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

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

C. Right to Representation

1. A member of the bargaining unit shall have the right to be represented by the Association at any conference with an administrator which he/she reasonably believes may result in disciplinary action, and the administrator may have a representative of his/her choice.

2. If the member has prior knowledge of the purpose of the conference he/she shall notify the proper administrator of his/her intent to have representation present.

3. A member that does not have prior knowledge of the purpose of the conference, or if a situation develops which the member reasonably believes may result in disciplinary action, he/she may interrupt the conference at that point and request representation. The conference shall be recessed until such time as the representative of the Association can be present.

D. Due Process Procedures

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

E. Privacy of Proceedings

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

ARTICLE XIV. EMPLOYEE EVALUATION

A. OTES Teachers and OSCES School Counselors

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

The effects of any revisions made to the Board's Standards-Based Teacher Evaluation System or School Counselor Evaluation System may be bargained prior to implementation to the extent required by law.

1. EVALUATION COMMITTEE

a. General

i. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher and counselor evaluation system and related guidelines, and to regularly review the effectiveness of the system and its related procedures and process, including forms, for the evaluation of teachers in the District.

ii. In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES and Non-OSCES members.

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

b. Committee Composition

i. The Committee shall be comprised of at least six (6) Association members appointed by the Association President and up to three (3) administrators appointed by the Superintendent.

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

c. Committee Operation

i. The Committee shall be chaired jointly by a committee member from the Association team and a committee member from the Board team.

ii. Members of the Committee will receive training in all aspects of OTES and OSCES, the state adopted evaluation frameworks, and the standards for the teaching and counseling professions prior to beginning their work.

iii. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

iv. Committee agendas will be developed by the Committee Co-Chairpersons with input from the Committee.

v. All decisions of the Committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the Committee, at Board expense, if determined by the committee.

vi. At the initial Committee meeting, the Committee will develop the guidelines and ground rules by which the Committee will operate.

vii. Members of the Committee will receive necessary release time for Committee work and training as determined by the Committee.

viii. The Committee may establish sub-committees to assist with their work.

ix. Sub-committees will be jointly appointed by the committee.

x. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

d. Compensation

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

e. Committee Authority

i. The Committee is responsible for jointly developing, reviewing and recommending the policy, procedures, and processes, including the evaluation instrument for teacher evaluation.

ii. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

2. HIGH QUALITY STUDENT DATA (HQSD) COMMITTEE

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets

of SGMs and providing professional development on HQSD for the employees of Hubbard Exempted Village School District.

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

a. Committee Composition

i. The Committee shall be comprised of at least six (6) bargaining unit members appointed by the Association President and up to three (3) administrators appointed by the Superintendent.

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

b. Committee Operation

i. The Committee shall be chaired jointly by a Committee member from the Association team and a Committee member from the Board team.

ii. Members of the Committee will receive training on HQSD prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the District approves a new vendor assessment, all affected bargaining unit members will be trained on the new system and HQSD application).

iii. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

a) One task of the Committee shall be to determine those conditions that likely would impact HQSD, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.

b) The Committee shall perform its responsibilities over the term of this agreement and shall make

recommendations to inform future contract negotiations.

iv. Committee agendas will be developed by the Committee Co-Chairpersons with input from the Committee.

v. All decisions of the Committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the Committee, at Board expense, if determined by the committee.

vi. At the initial Committee meeting, the Committee will develop the guidelines and ground rules by which the Committee will operate.

vii. Members of the Committee will receive necessary release time for Committee work and training as determined by the Committee.

viii. The Committee may establish sub-committees (such as Building Level HQSD Committees) to assist with their work.

ix. Sub-committees will be jointly appointed by the Committee.

x. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

c. Compensation

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

B. Evaluation of Non-OTES and Non-OSCES Members

The procedures for the evaluation of non-OTES and Non-OSCES bargaining unit members will follow the same guidelines as provided in Appendix D and Board Policy for OTES and OSCES members.

ARTICLE XV. FAIR DISMISSAL POLICY

A. An Employee, not on continuing contract status, whom the Board has determined to non-renew, may demand a written statement from the Board describing the circumstances leading to its decision not to re-employ the teacher. This demand

must be filed with the Treasurer, in writing, within ten (10) days of the teacher's receipt of the written notice of non-renewal from the Board.

1. Exceptions shall be teachers hired specifically replacing a teacher on leave, substitutes of long or short duration, probationary employees, or those hired for teachers on special assignment who have no rights under Article XV. Substitutes and probationary employees shall be notified of this Article.

2. “Probationary” employees are teachers who have not yet completed two (2) full years under a limited contract with the HEVSD and are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before June 1. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace ORC 3319.11.

3. All bargaining unit members with two (2) full years of service in the Hubbard Schools as Employees are granted the following rights: non-renewal of contract shall be preceded by written notification to the Employee from the Board stating the intent to consider non-renewal of contract and the reasons for such consideration. Reasons for non-renewal shall be based upon the Employee's evaluation. Employees being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to address the Board, with counsel, prior to any official action of the Board.

4. Limited contract employees will not be non-renewed for reduction in force purposes, but rather their contract suspended.

B. Within five (5) days of the receipt of the Board's statement, indicated in A. above, the Employee may file a written demand to the Treasurer for a hearing before the Board.

1. Within ten (10) days from the filing of the demand in B. above, the Employee will be provided with a written notice of the time, date and place of the hearing.

2. The hearing must be conducted within forty (40) days of the date in which the Board received the demand in B. above.

3. The Board must issue a written decision within ten (10) days of the hearing.

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

a. Should the court determine that these procedures have not been complied with, he/she will be awarded an additional one year limited contract, after the final court decision is rendered.

C. Extended Limited Teaching Contracts

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

D. Language contained within these Articles XIV and XV will supersede the statutory requirements set forth in 3319.11 and 3319.111.

E. This action shall cover work done under regular contracts.

ARTICLE XVI. REDUCTION IN FORCE

A. In accordance with Ohio Revised Code Section 3319.17, and when by reason of financial reasons, including budgetary constraints, change in course offerings and selection, decreased enrollment of pupils, return to duty of regular Employees after leaves-of-absence, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of Employees, in whole or in part, it will make a reasonable reduction. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to Employees on continuing contracts as set forth below. Employees whose continuing contracts are suspended shall have the right to restoration to continuing service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

B. With respect to Employees holding the same areas of certification/licensure, the Board agrees to the suspension of Employees' limited contracts before the suspension of Employees' continuing contracts as set forth below.

C. The Board, or designee, will keep the Association's representative informed regarding the reason for the need for staff reduction. The Association President will be notified in writing seven (7) days prior to any notice being given to employees affected by a reduction.

D. Employees who may be affected by a reduction will be given notice no later than June 1st.

E. When the Board determines that staff reductions shall occur, the following procedure shall apply:

1. Attrition

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

2. Reductions/Retention

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

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

For the transition period ending on June 30, 2020, comparable evaluations of OTES teachers will be defined as all evaluation ratings above “Ineffective.” However, a teacher who attains a designation of “Ineffective” due predominantly to student growth measures (Value Added data, SLO’s or any combination), for this transition period, will be considered “comparable” with all other teachers. Thereafter, unless the parties negotiate otherwise, Comparability will be determined in relation to the effectiveness ratings defined in the Board’s standards-based teacher evaluation policy included in this Agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

3. Contract Suspensions

a. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

i. Comparable evaluations.

ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

i. Comparable evaluations.

ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

c. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.

d. If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.

e. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher’s area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a

more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior teacher on the recall list in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.

4. Procedure for Recall

a. All bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited. However, no teacher shall retain recall rights in the following circumstances:

i. The Employee resigns.

ii. The Employee refuses a position offered. However, if the refusal is due to a contractual obligation to another school district, an exception will be made and the Employee will remain on the recall list through the following August 31 date.

b. As positions become available, bargaining unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall be not a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Bargaining unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

c. A bargaining unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

d. The seniority of a recalled bargaining unit member shall be calculated as if service were not interrupted.

e. When an opening(s) occurs, the Board shall send a certified letter to all bargaining unit members certified/licensed for the position to their

last known address to advise them of such position. It is the bargaining unit member's responsibility to keep the Board informed of his/her whereabouts. The bargaining unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a bargaining unit member fails to notify the Board within the specified period of time, of if a bargaining unit member rejects the offered full-time position, said bargaining unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

f. No teachers new to the District shall be employed until all properly certified/licensed bargaining unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.

g. Transfers of bargaining unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed bargaining unit members on the recall list.

h. Bargaining unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that bargaining unit member's placement or continued placement on the recall list for full-time employment.

i. Laid off bargaining unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.

j. No bargaining unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

5. <u>Seniority</u>

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

b. Definitions

i. Seniority shall be defined as uninterrupted, continuous service as an Employee of the Hubbard Board of Education. Board-authorized leave-of-absence will not interrupt continuous service but will not be counted in the total years of service. When RIFs occur, and in the event of a tie among two or more Employees in the determination of continuous service, the tie shall be broken by the following in the order stated: (1) date of Board meeting hired; (2) date of written application; and (3) toss of a coin. A resignation or non-renewal will interrupt continuous service.

ii. Employees who are contracted to work 120 days or more of the school year for any number of hours per day, shall accrue seniority on a prorated basis. It shall be calculated: number of contract days times the number of hours per day worked divided by 1304.212, rounded to the nearest hundredth.

iii. Employees who are contracted to work less than 120 days of the school year for any number of hours per day, shall accrue seniority on a prorated basis. It shall be calculated as follows: number of contract days times number of hours per day worked divided by 1304.212, rounded to the nearest hundredth. Seniority shall only be granted in the area of certification for which the Employee was hired.

iv. Certification/Licensure - valid in the State of Ohio.

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

ARTICLE XVII. MILITARY SERVICE

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

ARTICLE XVIII. INSURANCE AND HOSPITALIZATION

A. The full premium cost of a $50,000 group term life insurance will be paid by the Board. The policy will provide for double indemnity in case of accidental death.

B. The Board will purchase hospitalization and major medical insurance including full maternity benefits, prescription, vision and dental coverage as set forth herein on Attachment “A”.

C. A flex 125 premium pass through program will be put in place (subject to the rules established by the insurance carrier) to enable employees to make any bi-weekly contribution before taxes.

D. To be eligible for full benefits, the Employee must work at least thirty (30) hours or more per week.

E. Insurance Study Committee

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

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

This Insurance Study Committee may elect to combine its efforts with other similar committees involving classified employees and members of the Board and/or administration. Recommendations of the Insurance Study Committee, if any, will be presented to the Board and the HEA for consideration.

F. Enrollment/Qualifying Event

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

G. Wellness Program

Bargaining unit members may use the school's facilities for physical conditioning activities before and after the regular workday at no cost to the Board, which shall include use of the track, weight room, and hall walking program. In addition, the Hubbard Community Pool will offer a discount of 10% for any memberships or fitness program registrations.

A wellness Committee shall be established.

1. This Committee shall consist of three (3) HEA members, appointed by the HEA President, three (3) OAPSE members, appointed by the OAPSE President and three (3) administrative members, appointed by the Superintendent.

2. The Wellness Committee shall develop a District-wide wellness program that may include a concept of a wellness rewards system.

The Board will not be responsible for any injuries sustained by a teacher or damage or loss of a teacher's property while using the school facilities. All participants must complete a waiver/release form prior to using an athletic facility.

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ATTACHMENT "A"

DESCRIPTION OF PROGRAM DESIGN: Refer to insurance card.

DESCRIPTION OF COST SHARING ASSUMPTIONS:

Employees shall contribute a percentage of the cost of the Board provided healthcare insurance. Employee contributions shall be based on a 4-tier premium payment as follows:

Insurance Tier	Traditional	Alternate PPO	HSA
Employee	11%	11%	7%
Employee + spouse	16%	16%	12%
Employee + child(ren)	11%	11%	7%
Employee + family (spouse and child(ren)	16%	16%	12%

INSURANCE INFORMATION

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

PLAN DESIGN MODIFICATIONS

Employees will choose from three options:

1) A PPO provided by Medical Mutual of Ohio (through OSBC) referred to as "Traditional".

2) An "alternate" PPO provided by Medical Mutual of Ohio (through OSBC).

3) A Health Savings Plan (HAS) provided by Medical Mutual of Ohio (through OSBC).

Board Contribution to Employee's HSA account:

$1,250 annually, paid in two (2) payments of $625, payable the last pay in September and the last pay in March.

PRESCRIPTION COVERAGE

Prescription cost will be outlined in the chosen insurance plan.

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

ADDITIONAL PLAN DESIGN MODIFICATIONS

Mammograms covered at 100% (in network)

Dental coverage increase to $1500

Flexible Spending Account (FSA)-pretax

VISION PLAN

$10.00 copay on exams

$25.00 copay on materials

H. Spousal Coverage:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan or state and/or federal health insurance program – e.g., Medicare, the spouse must enroll in such employer sponsored group insurance coverage(s) or public retirement plan, or state and/or federal health insurance program and such spouse shall be excluded from primary and secondary coverage by the Board.

The Board will provide this section of the contract to any potential employee or newly hired employee. The Board will keep a copy of the signed and dated insurance disclosure.

This requirement does not apply to his/her spouse who is required to pay more than $325.00 per month for single coverage through his/her employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses who are eligible for coverage by a state and/or federal health insurance program – e.g., Medicare – who will be excluded from primary and secondary coverage under the Board's plan.

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

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

employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If any employee submits false information or fails to timely advise the District of a change in his/her spouse's eligibility for employer (or public retirement plan or state and/or federal insurance program) sponsored group health insurance and/or prescription drug insurance in conformance with the conditions set forth above, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to appropriate disciplinary action by the Board.

For employees hired prior to August 1, 2014, whose spouse is excluded from participation in the Board's group health insurance coverage and/or prescription drug insurance coverage as set forth herein, the employee shall receive a one-time, $2,000 stipend to be paid to the employee no later than June 1, 2023. This one-time stipend shall not reoccur, and this language shall be deemed void upon expiration of the 2022-2023 Contract year and shall not carry over to a successor agreement(s) nor shall such one-time stipend be extended by nature of a Contract extension or rollover, unless specifically and mutually agreed upon by the parties in writing.

I. Waiver of Coverage

An employee who elects not to be covered under the Board's group health insurance plan must declare such election in writing to the District Treasurer before August 15th to opt out for the following school year and submit proof of coverage by another plan outside of the District, including the date of enrollment.

If the employee's election of no coverage remains in effect until the following August 31st, the employee shall be paid a lump sum of one thousand two hundred dollars ($1,200). If opting out is selected by a member, insurance coverage with the Board shall cease effective September 1, or upon enrollment/qualifying event according to the outside plan.

Employees hired to the District on or after July 1 but before September 30 shall have a period of two (2) weeks to decide to opt out of Board-provided insurance coverage for the remainder of the school year and be paid the entire amount, subject to the above provision(s). Employees hired after September 30 who elect not to be covered by the Board's group health insurance within two (2) weeks of employment shall receive a pro-rated amount, subject to the above provision(s).

Where both spouses are employed by the District and one spouse has opted out of coverage in accordance with this Section, one spouse shall receive a lump sum payment of $600 pursuant to this Section.

ARTICLE XIX. RETIREMENT PROGRAMS

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

B. Severance Pay

All Employees may elect at the time of retirement from active service under the State Teachers Retirement System law, and with five (5) or more years of service in the Hubbard Exempted Village School System, to be paid by depositing the value of his/her accrued unused sick leave credit into a 403(b) special pay plan. Employees who separate from employment with the District for purposes of retirement, but who officially retire from STRS at a later date, are eligible to receive severance pay, as long as the employee separated from the District within six (6) months or less from the official date of STRS retirement.

Severance pay shall be granted at the per diem teaching contract rate of said retiring individual for the unused accumulated sick leave, at no more than the following number of days:

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

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

C. Early Notification of Retirement

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

With Notification by October 1st	$1,500.00; or
With Notification by November 1st	$1,000.00; or
With Notification by December 1st	$ 750.00

ARTICLE XX. PAYMENT POLICY

A. Certified personnel will receive twenty-six (26) paychecks from September through August (based on a salary schedule effective July 1-June 30). If a written request is submitted to the Treasurer by January 15, the certified personnel will receive the balance of that year's salary at the end of June. No more than ten percent (10%) of the certified staff may receive such prepayment. The 10% will be determined on a first-come, first-serve basis, with no applications accepted prior to December 31.

B. Paydays will be on alternate Fridays. The first payday of the school year will be as in accordance with established guidelines set forth by the State Auditor's office. Direct deposit verification information will be available through the HR Kiosk by noon of payday Fridays.

   1. In years where paydays on alternate Fridays, would result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) shall result in the pay distribution being the following Friday one week later than usual.

C. State Teachers Retirement will be deducted for the year from pays beginning with the first payday and ending with the last pay.

D. All Federal, Pennsylvania State, Ohio City and Ohio State taxes will be deducted.

E. The payroll calendar will be included in the back of the contract for three (3) years. Paydays will be marked.

F. Direct deposit is mandatory for all employees.

G. Direct deposit changes shall be made through the Treasurer’s office. The changes will be in effect by the following payday.

ARTICLE XXI. TEACHERS' SALARY SCHEDULE

All teachers shall be paid in accordance with the indexed salary schedule contained in Appendix A of this agreement, reflecting an increase to the base of 5% for the 2025-2026 school year; 4% for the 2026-2027 school year; and 3% for the 2027-2028 school year.

Salary longevity and horizontal educational step advancement will be granted each year of the contract. It is expressly acknowledged that if vertical step progression is frozen, upon reinstatement, such movement will result from where an employee stopped and there will be no more than one vertical step permitted upon reinstatement, unless otherwise agreed to by the parties.

ARTICLE XXII. SALARY SCHEDULE REGULATIONS

A. Schedule

This salary schedule is based upon one hundred eighty-two (182) teacher contract days. Effective the 2026-2027 school year, the salary schedule is based upon one hundred seventy-nine (179) teacher contract days.

B. Application of Salary Schedule

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

C. Initial Employment

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

D. Military Service

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

Forces of the United States of America, as defined in Article 3317.02 of the Revised Code of Ohio, upon presentation of induction and discharge verification.

E. Classification According to Experience and Training

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

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

F. Salary Adjustment for Additional Credit

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

G. Limitation on Credits

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

H. Employees with Bachelor Plus (+) 15

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

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

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

J. Deductions for Absence or Separation

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

K. Increments

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

L. Extended Service

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

M. Reimbursement for College Work

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

Any teacher who has taught in the Hubbard Exempted Village School District for at least one (1) year and returns to work in the District the year following their course work, is eligible for college tuition reimbursement. The Board will provide $250.00 per quarter hour and/or $300.00 per semester hour for college work that meets the requirements of this article up to a maximum of nine (9) quarter hours or six (6) semester hours per year. The teacher will be reimbursed up to three (3) CEU credits per year at the rate of $50.00 per 1/4 CEU credit. To qualify, the course work must be completed between September 1 and August 31.

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

In the event that the requests for reimbursement exceed $25,000 or the fund total, then the total amount of request for full credit courses will be pro-rated (divided equally) into the $25,000 and payment made accordingly. In any case, reimbursement will not exceed the amounts set in paragraph two.
Any bargaining unit member who resigns before September 1 forfeits his/her reimbursement.

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

N. Procedure for Consideration of Continuing Contract Status

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

1. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998, or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

2. A Professional Educator's License issued after October 29, 1996, and proof of either of the following:

    a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

    b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

    c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

        i. Holds a professional, senior professional or lead professional license;

        ii. Has held an educator's license for at least seven (7) years; and

        iii. Has completed either of the following:

            a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified rules which the state board shall adopt; or

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

3. The teacher must have taught for at least three of the last five years in the Hubbard Exempted Village School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Hubbard Exempted Village School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

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

ARTICLE XXIII. SUPPLEMENTAL DUTIES

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

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

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

	0-2	3-5	6th
Art Club (1)	1.50	2.75	4.00
Band (1)	22.00	23.25	24.50
Assistant (1)	12.00	13.25	14.50
Marching Band Assistant (1)	1.50	2.75	4.00
Jazz Band (1)	4.00	5.25	6.50
Pep Band (1)	4.00	5.25	6.50
Percussion Advisor (1)	3.00	4.25	5.25
Majorette Advisor (1)	5.00	6.25	7.50
Band Events (2)	4.00	5.25	6.50
Flag Line Advisor (1)	5.00	6.25	7.50
Dance Line (1 – Basketball)	4.00	5.25	6.50
Business Club (1)	1.50	2.75	4.00

Chorus (H.S.) (1)	4.00	5.25	6.50
Class Advisor			
Senior (1)	2.00	3.25	4.50
Junior (1)	4.00	5.25	6.50
Sophomore (1)	2.00	3.25	4.50
Freshman (1)	2.00	3.25	4.50
Speech			
Head (1)	10.00	11.25	12.50
Assistant (1)	6.00	7.25	8.50
Fall Play Director (1)	3.00	4.25	5.50
Fall Assistant Director (1)	2.00	3.25	4.50
Fall Play Stage Manager (1)	1.50	2.75	4.00
Ecology Club (1)	1.50	2.75	4.00
Future Teachers of America (1)	1.50	2.75	4.00
Language Clubs			
French (1)	1.500	2.75	4.00
Spanish (1)	1.50	2.75	4.00
Sign Language (1)	1.50	2.75	4.00
Math Competition MS (1)	3.00	4.00	5.00
National Honor Society (1)	2.00	3.25	4.50
Academic Teams (includes Academic Challenge and Prep Bowl)			
HS (1)	6.00	7.25	8.50
MS (1)	4.00	5.00	6.00
ES (1)	2.00	3.00	4.00
S.A.D.D. (1)	1.50	2.75	4.00
Newspaper (HS) (1)	8.00	9.25	10.50
Spring Musical Director (1)	6.00	7.25	8.50
Assistant (1)	3.00	4.25	5.50
Accompanist (1)	1.50	2.75	4.00
Stage Manager (1)	1.50	2.75	4.00
MS Play Director (1)	3.00	4.00	5.00
Assistant Play Director (1)	1.50	2.75	4.00
Stage Manager (1)	1.50	2.75	4.00
Elementary Evening Music Coordinator (1)	1.50	2.75	4.00
Student Council			
High School (1)	12.00	13.25	14.50
Middle School (1)	10.00	11.25	12.50
Yearbook Advisor (HS) (1)	8.00	9.25	10.50
Yearbook Advisor (MS) (1)	6.00	7.25	8.50
Video Production (1)	12.00	13.25	14.50
STEM Festival			
HS (2)	1.50	2.75	4.00
MS (1)	1.50	2.75	4.00
Mock Trial (HS-1)	1.50	2.75	4.00
History Day (HS-1)(MS-1)	1.50	2.75	4.00
English Festival			
7-9 (1)	1.50	2.75	4.00
10-12 (1)	1.50	2.75	4.00
Robotics (2)	10.00	11.25	12.50
Lego Robotics MS (1)	3.00	4.00	5.00
Math Club HS (1)	1.50	2.75	4.00

Pep Club (1)	4.00	5.25	6.50
Link Crew (2)	6.00	7.25	8.50
WEB (2)	6.00	7.25	8.50
HERO/Friends of Rachel (1)	1.50	2.75	4.00
eSports (1)	8.00	9.25	10.50

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

	0-2	3-5	6th
Ticket Manager (1)	15.00	16.25	17.50
Baseball			
Head (1)	13.00	14.25	15.50
Varsity Asst. (2)	10.00	11.25	12.50
Basketball, Boys			
Head (1)	22.00	23.25	24.50
Varsity Asst. (J.V.) (1)	12.00	13.25	14.50
Ninth Grade (1)	12.00	13.25	14.50
Eighth Grade (1)	10.00	11.25	12.50
Seventh Grade (1)	10.00	11.25	12.50
Assistant (1)	4.00	5.25	6.50
Basketball, Girls			
Head (1)	22.00	23.25	24.50
Varsity Asst. (J.V.) (1)	12.00	13.25	14.50
Ninth Grade (1)	12.00	13.25	14.50
Eighth Grade (1)	10.00	11.25	12.50
Seventh Grade (1)	10.00	11.25	12.50
Assistant (1)	4.00	5.25	6.50
Cross Country			
Head Boys (7-12) (1)	6.00	7.25	8.50
Head Girls (7-12) (1)	6.00	7.25	8.50
Cheerleader			
Varsity (1)	15.00	16.25	17.50
Freshman (1)	8.00	9.25	10.50
Seventh (1)	8.00	9.25	10.50
Eighth (1)	8.00	9.25	10.50
Football			
Head (1)	22.00	23.25	24.50
Varsity Asst. (6)	12.00	13.25	14.50
Freshman (2)	12.00	13.25	14.50
Seventh/Eighth Grade (3)	12.00	13.25	14.50
Trainer (1)	12.00	13.25	14.50
Equipment Mgr. (1)	6.00	7.25	8.50
Golf			
Head Boys (1)	6.00	7.25	8.50
Head Girls (1)	6.00	7.25	8.50
Soccer			
Head Boys (1)	15.00	16.25	17.50
J.V. Boys (1)	10.00	11.25	12.50
Head Girls (1)	15.00	16.25	17.50
J.V. Girls (1)	10.00	11.25	12.50

Softball			
Head (1)	13.00	14.25	15.50
Varsity Asst. (2)	10.00	11.25	12.50
Track, Boys/Girls			
Head Boys and Girls (2)	14.00	15.25	16.50
Varsity Asst. (2)	8.00	9.25	10.50
Throwing Coach (1)	4.00	5.25	6.50
Seventh/Eighth (2)	8.00	9.25	10.50
Seventh/Eighth Asst. (1)	4.00	5.25	6.50
Volleyball			
Head (1)	15.00	16.25	17.50
Assistant (1)	10.00	11.25	12.50
Ninth Grade (1)	8.00	9.25	10.50
Eighth Grade (1)	8.00	9.25	10.50
Seventh Grade (1)	8.00	9.25	10.50
Weight Training			
Winter (Dec.-Feb.) (1)	5.00	6.25	7.50
Spring (March-May) (1)	5.00	6.25	7.50
Wrestling, Boys			
Head (1)	15.00	16.25	17.50
Assistant (1)	10.00	11.25	12.50
Seventh/Eighth (1)	8.00	9.25	10.50
Wrestling, Girls			
Head (HS/MS) (1)	15.00	16.25	17.50
Assistant (HS/MS) (1)	10.00	11.25	12.50
Bowling			
Head Boys (1)	6.00	7.25	8.50
Head Girls (1)	6.00	7.25	8.50

B. The percentages set forth above are percentages of the base Bachelor's Degree starting salary.

C. The supplemental salary amount paid for an advisor/director position or for a particular athletic sport or specific coaching position may be divided among individuals as long as the final amount paid for that sport or position(s) equals the amount listed above for that position. Any combinations must be in the best interest of student(s) and approved by the Superintendent and the Association President. Thereafter, the Superintendent will recommend any approved combinations to the Board.

D. If adequate numbers do not exist to field a team in any given sport or to properly support a non-athletic position, no supplemental contract shall be issued/paid for that team or activity. The decision not to fill any supplemental position for this reason will be discussed by the Superintendent and the Association President.

E. The Board may add to the number of the listed supplemental positions only after consultation by the Superintendent with the Association President. New positions may be added to the list of supplemental contracts, which will be compensated in an amount negotiated between the parties and reflected in a Memorandum of

Understanding (MOU). These negotiations will not require the Board to delay the filling of a new position but may result in a salary adjustment.

1. Supplemental contracts shall be automatically non-renewed at the end of the academic year or official end of the sports season or contract expiration. Head coaches may be granted multi-year contracts not to extend beyond two. All supplemental contracts must be first posted internally upon nonrenewal. Supplemental contracts shall be awarded to qualified applicants in accordance with ORC 3313.53. All appointments to the aforesaid supplementals shall be made without regard to race, creed, nationality, or sex or marital status.

2. Employees holding a supplemental position may be evaluated annually; however, an evaluation shall occur during an employee's first year in a supplemental position by his/her immediate supervisor.

F. Supplemental Pay Periods

1. All supplemental contracts for service performed throughout the school year shall be paid by one of the following methods: (a) half at the end of each semester, or (b) total amount at the end of the school year.

2. Any supplemental contract which encompasses work performed for less than the entire school year shall be paid in one of the following methods: (a) in one (1) pay on the pay following the completion of the job, or (b) two (2) equal pays, one-half midway through the service and one-half at the completion of the job. Completion of the job shall be defined as completing all scheduled events and the end of season's report.

3. The Employee must inform the Treasurer on the signed contract which payment option he/she prefers.

4. Written contracts for supplemental positions shall be issued within thirty (30) days of the Board action approving the contract. A teacher offered a supplemental contract pursuant to this provision shall execute and return such written contract to the Treasurer of the Board or his/her designee within the time indicated in the contract; failure to execute and timely return the contract as provided herein shall constitute a rejection of such offer of employment.

5. Any person who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract, for reasons of illness or otherwise, shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding

prorated payment at the level of pay as determined by the individual filling such position.

ARTICLE XXIV. HOURLY RATE CERTIFIED EMPLOYEES

A. Home Instruction

Home instruction Employees shall meet the same certification required of other Employees. Home instruction positions must be posted for three (3) days. Said postings will otherwise conform to the language set forth in Article VIII Section B. Home instruction Employees shall be paid $30.00 per hour for the time spent for home instruction.

B. Summer School/After School/Intervention

Same as above.

C. Committee Work

Same as above.

D. Class Coverage

Same as above.

ARTICLE XXV. TEACHER TRAINING

A. Student Teachers - The Board recognizes the community responsibility for training new teachers. The Superintendent shall enter into agreements with public teacher training institutions of the State to provide arrangements for practice teachers' laboratory experiences. Teachers interested in serving as supervising teachers shall apply for such positions. The supervising teacher shall receive the full student fee directly from the teacher education institution from which the teacher comes. The supervising teacher will operate under the policy established by the Board which shall be based upon the requirements of the educational institution from which the student teachers are assigned.

B. Resident Educator Program

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

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

1. Definitions

a. Resident Educator Program

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

b. Mentor

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

c. Lead Mentor

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

d. Resident Educator

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

e. Formative Assessment

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

2. Mentors

a. Qualifications

i. The Mentor Teacher should have a minimum of five (5) consecutive years of teaching experience in the District and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

ii. A teacher who volunteers to be a Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education and Workforce Instructional Mentoring program. Additionally, District Mentor Teachers must also be trained as facilitators, as needed.

iii. The Mentor Teacher must hold a valid teaching certification/licensure and may be assigned to Resident Educators with the same area of certification/license.

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

b. Selection of Mentor Teachers

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

c. Ideally, Mentors shall have one Resident Educator assigned at a time; but in no case shall a Mentor have more than two (2) Year 1-2-3 Resident Educators at a time.

d. Selection of a Lead Mentor

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

3. Compensation

In addition to the mutually agreed upon released time, Mentor Teachers of Year 1 and Year 2 Resident Educators will be paid $1000 per year; Mentor Teachers serving as an advisor of Year 3 Resident Educators will be paid $250 per year. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

The District Lead Mentor will be compensated at $1000 per year. S/he may only be assigned one (1) Year 1-2 Resident Educator per year while serving as the District Lead Mentor.

The District Lead Mentor may also serve as a Year 3 Advisor for up to one (1) Resident Educator.

4. General

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

b. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

c. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.

d. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

e. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

f. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.

g. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

h. Mentor Teachers, including the District Lead Mentor, shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

C. New Teacher Orientation

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

ARTICLE XXVI. HUBBARD EDUCATION ASSOCIATION RIGHTS

A. All School Board minutes shall be emailed to the Association members as soon as they are approved by Board action. A copy of the agenda of each regular Board meeting shall be hand delivered or emailed to the Association President or his/her assigned representative by noon on the day of the meeting. The Association President or his/her assigned representative shall be advised as soon as possible of all special Board meetings.

B. The Board and Administration agree that all bargaining unit members are free to exercise their individual and collective rights contained in this agreement free from fear of individual reprisal for the good faith exercise of these rights. The Board and the Administration further agree that there will be no reprisals taken against members of the bargaining unit for good faith actions taken relative to negotiations and/or membership, representation and/or holding office in the Association, and for the formal filing of a grievance.

C. Association activities shall be allowed during the lunch period providing there will be no disruption of classes or of assigned staff duties.

D. Three (3) selected representatives of the Association shall be permitted to use three (3) days each to attend affiliated meetings, conferences or conventions.

E. The Association will have the right to use school buildings with prior notification to the Building Principal's office, providing the Board of Education does not incur any additional expense for such meeting.

F. The Board shall provide one bulletin board at a mutually agreeable location at each school building for the exclusive use of the Association.

G. The Association shall have the right to use inter-school and teacher mailboxes to distribute materials to teachers.

H. The Association will be provided with the names and addresses of all new teachers and retiring teachers as soon as such information is available.

I. <u>Records</u>

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

J. <u>Calendar</u>

The calendar shall be discussed and a suggestion made by the Labor/Management Committee prior to the Superintendent making a recommendation to the Board for a new calendar. While the Board retains the

right to make up any and all calamity days missed beyond five (5), the parties will meet for the purpose of discussing when and how such days/hours will be made up.

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

ARTICLE XXVII. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

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

A. Each member shall submit a membership form to the Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The Treasurer shall have the form prior to making deductions.

1. The deductions shall be made equally, except, the last deduction may be adjusted accordingly, from each biweekly paycheck for eighteen (18) consecutive pays, commencing with the first pay in October. The money shall be sent to the Association Treasurer within fifteen (15) days of the deduction.

2. These deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the Employee, by October 1 of each year, the amount to be deducted for that year.

3. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted, along with a complete description by name of the amount deducted.

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

1. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of

each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

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

   - January 15.

3. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

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

5. The Association represents to the Board that an internal rebate procedure has been established in accordance with Article 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

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

C. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:

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

2. The Association shall reserve the right to designate counsel to represent and defend the Employer.

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

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

ARTICLE XXVIII. LABOR/MANAGEMENT JOINT COMMITTEES

A. Labor/Management Council

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

B. Building Advisory Board

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

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

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

C. Hubbard Professional Development Committee (HPDC)

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

1. Individual Professional Development Plan (IPDP)

Those individuals who plan to renew or transition their current certificate/license must have a professional learning plan approved by the HPDC. A professional learning plan is a goal statement which can be met through professional development activities such as coursework, continuing education units or equivalent activities (local activity units/PDU's), which relate to classroom teaching and/or areas of licensure. These activities will account for completion of requirements for the professional license renewal. A goal for the IPDP is to be accomplished during the period for license renewal. Professional learning activities which may satisfy a goal on an IPDP include: seminars, workshops, conferences, course work, and the professional activities which are connected to theory, practice, professional improvement, or a degree program, subject to prior approval by the HPDC.

2. Meetings of the HPDC

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

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

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

3. All meetings of the HPDC regarding personnel shall be in executive session with the vote taken in a public session. Minutes of meetings and records of actions and proceedings of the HPDC shall be prepared and maintained in

compliance with the laws governing the operation of committees of public bodies. A quorum, necessary to conduct HPDC business, shall be four (4) members. A majority of three (3) of the members must agree upon any proposal for it to be approved.

4. Duties and Powers of the HPDC

   The duties of the HPDC shall be limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees and to the adoption and amendment of its constitution and bylaws governing its operations and reflecting the mission of the HPDC and a policy for appeal.

5. The HPDC may approve PDU credit for HPDC training completed which is offered by the county or the state. Such credit shall be available to any member of the HPDC or to other employees. The HPDC shall set other PDU credit based upon criteria determined by the HPDC.

6. The bylaws of the HPDC shall include provisions for the appeal of the HPDC decisions denying the approval of IPDP's. Such appeals may be made by the affected employee only. As an alternative, the individual may utilize any other appeals process that is made available by such professional organization, providing there is no cost to the school district. The appeals process provided in HPDC bylaws shall not preclude any appeals process established under state law but must be the first one pursued. A decision of the HPDC or of anybody that hears an appeal shall not be subject, in whole or in part to any portion of the grievance procedure as set forth in the negotiated agreement.

7. Members of the HPDC shall be indemnified for action related to the proper performance of their duties as members of the HPDC, should such indemnification be permissible under the school district's liability plan.

8. If the administrative members request it, the HPDC shall become a majority of administrators when approving the IPDP of administrators. This shall be accomplished by two teacher members not voting in the process. In this instance, the necessary quorum will be reduced to three (3) members and the majority necessary to approve will be reduced to two (2) members.

D. Special Education Board – In order to facilitate communication and professionalism among and between members of the bargaining unit and the special education administration, and for the purpose of providing a forum for the open and mutual exchange of concerns affecting the special education program of each building, the parties agree to establish a Special Education Board in the district.

The Special Education Board shall consist of the Director of Special Services, one HEA officer/member of the Labor Management Council, one HEA elected building representative from each building assigned by the Association, one special education teacher/intervention specialist from each building with additional building administrators to be invited, as needed, by the Special Education Board. This Board shall not exceed twelve members.

The Special Education Board shall meet every other month or at the request of any member of the Special Education Board. Any HEA member may submit items to be on the agenda via email to the HEA officer, who will prepare the agenda and subsequent minutes. Minutes form the meeting, once reviewed and approved, will be sent out to all bargaining unit members and district administrators.

E. Leadership Teams – In order to plan for, implement and evaluate the comprehensive continuous improvement needs of the district, leadership teams will be active districtwide. These leadership teams include a District Leadership Team (DLT) and three Building Leadership teams (BLT), one at each building. These teams will meet regularly to discuss the comprehensive continuous improvement efforts of the district. As a best practice, recognizing the importance of continuous improvement, the leadership teams will use the Ohio Improvement Process (OIP) framework as a guide.

Any Committee work authorized by the Committee and performed outside of the contractual workday will be paid at the hourly rate, as defined in Article XXIV. Payment shall be made in the last pay of each semester.

ARTICLE XXIX. FILING AND MAINTENANCE OF TEACHING CERTIFICATES/ LICENSES

A. Members of the bargaining unit shall be responsible for filing with the Superintendent the appropriate certificate(s)/license(s) that relate to his/her assignment with the Hubbard Exempted Village Schools, and any other certificate(s)/license(s) for subjects or grade levels which a bargaining unit member wishes to be considered by the Board. Certificates/licenses issued by the Ohio Department of Education shall be provided to the employer within fifteen (15) days of receipt of such certificate(s)/license(s) or at such other times as may be required by the terms of this contract to be considered. No right or privilege shall be asserted by a member of the bargaining unit by reason of any certificate/license not filed by the member as provided herein.

B. It shall be the responsibility of the member to apply and qualify for the renewal of any certificate(s)/license(s) that relates to his/her current teaching assignment and prior year's assignment in a timely fashion and to file such certificate(s)/license(s) with the Superintendent. On or before September 1 of the calendar year prior to expiration of certificates/licenses properly on file, the Superintendent or designee will notify members in writing of the expiration date of said certificates/licenses. If a member permits any certificate/license to expire, without renewal, or fails to file

a certificate/license with the Superintendent as set forth in this Article, such member will be deemed to have forfeited any right to later "activate" such certificate/license for the purpose of avoiding a suspension under Article XVI.

If an employee has applied for a certificate/license renewal or upgrade, but the certificate/license has not been received, the employee shall teach but pay will be withheld until the certificate/license is received, up to a maximum of thirty (30) days. A teacher holding an initial contract to teach, may receive payment for up to two months while awaiting a certificate/license.

C. The Board will pay for fingerprinting expenses at the time of the teacher's licensure renewal, or once every five (5) years for any teacher who holds a permanent certificate. Such fingerprinting must be completed per the Board's designated representative which is currently Master Security in Girard.

ARTICLE XXX. EFFECTS/DISTRIBUTION

A. This Agreement constitutes the entire Agreement between the Hubbard Board of Education and the Hubbard Education Association on all negotiated issues. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, but otherwise neither party shall have duty to negotiate with respect to any matter during any such period.

B. If any provisions of the Agreement or any application of this Agreement to any Employee or group of Employees shall be found to be contrary to law, then such provision for application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. Within thirty (30) days after this Agreement is signed, it will be placed on the HR Kiosk. Any bargaining unit member requesting a copy of the Agreement will be provided with same by the Board.

D. The Board shall not discriminate against any Employee on the basis of race, age, creed, color, religion, national origin, gender, marital status, or handicap.

ARTICLE XXXI. MISCELLANEOUS

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

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

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

B. The Board shall continue in its endeavor to meet the goal of providing staff and students with a safe and healthy educational environment. In accomplishing this goal, the Board recognizes its obligation to comply with applicable federal, state and local provisions relating to health, safety and environmental conditions. Accordingly, the Board will provide any required equipment, training and/or instruction.

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

C. The Association encourages employees to be in attendance, when practical, on calamity days if the building is open and administrators are in attendance.

D. The parties agree that a component of professionalism relates to appropriate employee dress and appearance.

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ARTICLE XXXII. DURATION

This contract shall be effective July 1, 2025 and shall continue in full force and effect through June 30, 2028.

HUBBARD EDUCATION ASSOCIATION

By _____
Laura Yoder, Negotiating Team Chairperson

_____
Andrea Stamp, President, Hubbard EA

_____
Sheila A. Saad, Labor Relations Consultant, OEA

BOARD OF EDUCATION HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT

By _____
Donald Newell, Board President

_____
Raymond W. Soloman, Superintendent

_____
Amber R. DeJulio, Board Treasurer

Date Signed: 6-12-25

APPENDIX A

2025-2026 HEA Salary Schedule

	BA		BA+15		MA		MA+30	
STEP	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$38,966	1.055	$41,109	1.110	$43,252	1.165	$45,395
1	1.055	$41,109	1.110	$43,252	1.165	$45,395	1.220	$47,538
2	1.110	$43,252	1.165	$45,395	1.220	$47,538	1.275	$49,681
3	1.165	$45,395	1.220	$47,538	1.275	$49,681	1.330	$51,824
4	1.220	$47,538	1.275	$49,681	1.330	$51,824	1.385	$53,967
5	1.275	$49,681	1.330	$51,824	1.385	$53,967	1.440	$56,110
6	1.330	$51,824	1.385	$53,967	1.440	$56,110	1.495	$58,253
7	1.385	$53,967	1.440	$56,110	1.495	$58,253	1.550	$60,397
8	1.440	$56,110	1.495	$58,253	1.550	$60,397	1.605	$62,540
9	1.495	$58,253	1.550	$60,397	1.605	$62,540	1.660	$64,683
10	1.550	$60,397	1.605	$62,540	1.660	$64,683	1.715	$66,826
11	1.605	$62,540	1.660	$64,683	1.715	$66,826	1.770	$68,969
12	1.660	$64,683	1.715	$66,826	1.770	$68,969	1.825	$71,112
13	1.715	$66,826	1.770	$68,969	1.825	$71,112	1.880	$73,255
14	1.715	$66,826	1.770	$68,969	1.880	$73,255	1.935	$75,398
15	1.715	$66,826	1.770	$68,969	1.880	$73,255	1.935	$75,398
16	1.715	$66,826	1.770	$68,969	1.880	$73,255	1.935	$75,398
17	1.715	$66,826	1.770	$68,969	1.880	$73,255	1.935	$75,398
18	1.770	$68,969	1.825	$71,112	1.935	$75,398	1.990	$77,541
19	1.770	$68,969	1.825	$71,112	1.935	$75,398	1.990	$77,541
20	1.770	$68,969	1.825	$71,112	1.935	$75,398	1.990	$77,541
21	1.770	$68,969	1.825	$71,112	1.935	$75,398	1.990	$77,541
22	1.770	$68,969	1.825	$71,112	1.935	$75,398	1.990	$77,541
23	1.825	$71,112	1.880	$73,255	1.990	$77,541	2.045	$79,684
24	1.825	$71,112	1.880	$73,255	1.990	$77,541	2.045	$79,684
25	1.825	$71,112	1.880	$73,255	1.990	$77,541	2.045	$79,684
26	1.825	$71,112	1.880	$73,255	1.990	$77,541	2.045	$79,684
27	1.880	$73,255	1.935	$75,398	2.045	$79,684	2.100	$81,828
28	1.880	$73,255	1.935	$75,398	2.045	$79,684	2.100	$81,828
29	1.880	$73,255	1.935	$75,398	2.045	$79,684	2.100	$81,828
30+	1.935	$75,398	1.990	$77,541	2.100	$81,828	2.155	$83,971

2026-2027 HEA Salary Schedule

	BA		BA+15		MA		MA+30	
STEP	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$40,525	1.055	$42,753	1.110	$44,982	1.165	$47,211
1	1.055	$42,753	1.110	$44,982	1.165	$47,211	1.220	$49,440
2	1.110	$44,982	1.165	$47,211	1.220	$49,440	1.275	$51,669
3	1.165	$47,211	1.220	$49,440	1.275	$51,669	1.330	$53,898
4	1.220	$49,440	1.275	$51,669	1.330	$53,898	1.385	$56,127
5	1.275	$51,669	1.330	$53,898	1.385	$56,127	1.440	$58,355
6	1.330	$53,898	1.385	$56,127	1.440	$58,355	1.495	$60,584
7	1.385	$56,127	1.440	$58,355	1.495	$60,584	1.550	$62,813
8	1.440	$58,355	1.495	$60,584	1.550	$62,813	1.605	$65,042
9	1.495	$60,584	1.550	$62,813	1.605	$65,042	1.660	$67,271
10	1.550	$62,813	1.605	$65,042	1.660	$67,271	1.715	$69,500
11	1.605	$65,042	1.660	$67,271	1.715	$69,500	1.770	$71,729
12	1.660	$67,271	1.715	$69,500	1.770	$71,729	1.825	$73,957
13	1.715	$69,500	1.770	$71,729	1.825	$73,957	1.880	$76,186
14	1.715	$69,500	1.770	$71,729	1.880	$76,186	1.935	$78,415
15	1.715	$69,500	1.770	$71,729	1.880	$76,186	1.935	$78,415
16	1.715	$69,500	1.770	$71,729	1.880	$76,186	1.935	$78,415
17	1.715	$69,500	1.770	$71,729	1.880	$76,186	1.935	$78,415
18	1.770	$71,729	1.825	$73,957	1.935	$78,415	1.990	$80,644
19	1.770	$71,729	1.825	$73,957	1.935	$78,415	1.990	$80,644
20	1.770	$71,729	1.825	$73,957	1.935	$78,415	1.990	$80,644
21	1.770	$71,729	1.825	$73,957	1.935	$78,415	1.990	$80,644
22	1.770	$71,729	1.825	$73,957	1.935	$78,415	1.990	$80,644
23	1.825	$73,957	1.880	$76,186	1.990	$80,644	2.045	$82,873
24	1.825	$73,957	1.880	$76,186	1.990	$80,644	2.045	$82,873
25	1.825	$73,957	1.880	$76,186	1.990	$80,644	2.045	$82,873
26	1.825	$73,957	1.880	$76,186	1.990	$80,644	2.045	$82,873
27	1.880	$76,186	1.935	$78,415	2.045	$82,873	2.100	$85,102
28	1.880	$76,186	1.935	$78,415	2.045	$82,873	2.100	$85,102
29	1.880	$76,186	1.935	$78,415	2.045	$82,873	2.100	$85,102
30+	1.935	$78,415	1.990	$80,644	2.100	$85,102	2.155	$87,331

2027-2028 HEA Salary Schedule

	BA		BA+15		MA		MA+30	
STEP	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$41,741	1.055	$44,036	1.110	$46,332	1.165	$48,628
1	1.055	$44,036	1.110	$46,332	1.165	$48,628	1.220	$50,924
2	1.110	$46,332	1.165	$48,628	1.220	$50,924	1.275	$53,219
3	1.165	$48,628	1.220	$50,924	1.275	$53,219	1.330	$55,515
4	1.220	$50,924	1.275	$53,219	1.330	$55,515	1.385	$57,811
5	1.275	$53,219	1.330	$55,515	1.385	$57,811	1.440	$60,107
6	1.330	$55,515	1.385	$57,811	1.440	$60,107	1.495	$62,402
7	1.385	$57,811	1.440	$60,107	1.495	$62,402	1.550	$64,698
8	1.440	$60,107	1.495	$62,402	1.550	$64,698	1.605	$66,994
9	1.495	$62,402	1.550	$64,698	1.605	$66,994	1.660	$69,290
10	1.550	$64,698	1.605	$66,994	1.660	$69,290	1.715	$71,585
11	1.605	$66,994	1.660	$69,290	1.715	$71,585	1.770	$73,881
12	1.660	$69,290	1.715	$71,585	1.770	$73,881	1.825	$76,177
13	1.715	$71,585	1.770	$73,881	1.825	$76,177	1.880	$78,473
14	1.715	$71,585	1.770	$73,881	1.880	$78,473	1.935	$80,768
15	1.715	$71,585	1.770	$73,881	1.880	$78,473	1.935	$80,768
16	1.715	$71,585	1.770	$73,881	1.880	$78,473	1.935	$80,768
17	1.715	$71,585	1.770	$73,881	1.880	$78,473	1.935	$80,768
18	1.770	$73,881	1.825	$76,177	1.935	$80,768	1.990	$83,064
19	1.770	$73,881	1.825	$76,177	1.935	$80,768	1.990	$83,064
20	1.770	$73,881	1.825	$76,177	1.935	$80,768	1.990	$83,064
21	1.770	$73,881	1.825	$76,177	1.935	$80,768	1.990	$83,064
22	1.770	$73,881	1.825	$76,177	1.935	$80,768	1.990	$83,064
23	1.825	$76,177	1.880	$78,473	1.990	$83,064	2.045	$85,360
24	1.825	$76,177	1.880	$78,473	1.990	$83,064	2.045	$85,360
25	1.825	$76,177	1.880	$78,473	1.990	$83,064	2.045	$85,360
26	1.825	$76,177	1.880	$78,473	1.990	$83,064	2.045	$85,360
27	1.880	$78,473	1.935	$80,768	2.045	$85,360	2.100	$87,656
28	1.880	$78,473	1.935	$80,768	2.045	$85,360	2.100	$87,656
29	1.880	$78,473	1.935	$80,768	2.045	$85,360	2.100	$87,656
30+	1.935	$80,768	1.990	$83,064	2.100	$87,656	2.155	$89,951

APPENDIX B

PAYROLL CALENDAR 2025 - 2028

2025-2026	2026-2027	2027-2028
9/5/2025	9/4/2026	9/3/2027
9/19/2025	9/18/2026	9/17/2027
10/3/2025	10/2/2026	10/1/2027
10/17/2025	10/16/2026	10/15/2027
10/31/2025	10/30/2026	10/29/2027
11/14/2025	11/13/2026	11/12/2027
11/28/2025	11/27/2026	11/26/2027
12/12/2025	12/11/2026	12/10/2027
12/26/2025	12/25/2026	12/24/2027
1/9/2026	1/8/2027	1/7/2028
1/23/2026	1/22/2027	1/21/2028
2/6/2026	2/5/2027	2/4/2028
2/20/2026	2/19/2027	2/18/2028
3/6/2026	3/5/2027	3/3/2028
3/20/2026	3/19/2027	3/17/2028
4/3/2026	4/2/2027	3/31/2028
4/17/2026	4/16/2027	4/14/2028
5/1/2026	4/30/2027	4/28/2028
5/15/2026	5/14/2027	5/12/2028
5/29/2026	5/28/2027	5/26/2028
6/12/2026	6/11/2027	6/9/2028
6/26/2026	6/25/2027	6/23/2028
7/10/2026	7/9/2027	7/7/2028
7/24/2026	7/23/2027	7/21/2028
8/7/2026	8/6/2027	8/4/2028
8/21/2026	8/20/2027	8/18/2028

APPENDIX C-1

HUBBARD EDUCATION ASSOCIATION
GRIEVANCE FORM – 1

Name of Grievant _____ Grievance Number _____

Building/Assignment _____ Date _____

FORMAL GRIEVANCE STEP 1

A. Date Grievance Occurred _____

B. Met informally with: _____ Date: _____

C.1. Statement of Grievant*
(Include the Article or Articles of the Agreement which have allegedly been violated, misinterpreted and/or misapplied and clearly identify the facts upon which the grievance is based)

_____

_____

_____

_____

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

_____

_____

_____

Signature of Grievant: _____ Date _____

D. Disposition by the Principal _____

_____

_____
Signature Date

Note: Must be filed within 20 **work days of occurrence.**
*Attach additional pages as necessary.

APPENDIX C-2

HUBBARD EDUCATION ASSOCIATION
GRIEVANCE FORM – 2

Name of Grievant _____ Grievance Number _____

Building/Assignment _____ Date _____

SUPERINTENDENT LEVEL - STEP 2

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

Signature of Grievant _____ Date _____

B. Date Received by the Superintendent _____

C. Disposition by the Superintendent **_____

_____

_____

_____

_____

CERTIFIED MAIL NO.
HAND DELIVERY (DATE & INITIAL) _____

_____
Signature Date

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

**Attach additional pages as necessary.

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

APPENDIX C-3

HUBBARD EDUCATION ASSOCIATION
GRIEVANCE FORM – 3

Name of Grievant _____ Grievance Number _____

Building/Assignment _____ Date _____

APPEAL TO BOARD OF EDUCATION - STEP 3

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

or

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

Signature of Grievant _____ Date _____

B. Date Received by Board of Education _____

C. Disposition by Board of Education **_____

_____

_____

_____

CERTIFIED MAIL NO. _____

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

_____
Signature Date

*Attach copies of completed Grievance Form Step 1 and Step 2 to this form.
**Attach additional pages as necessary.

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

APPENDIX D (Board Policy 3220)

STANDARDS-BASED TEACHER EVALUATION

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

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

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

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

This policy has been developed in consultation with the HEA.

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

DEFINITIONS

“Comparable Evaluations” – Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Skilled,” and “Accomplished.”

“Credentialed Evaluator” - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. Meets the eligibility requirements under R.C. 3319.111(D); and

B. Holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. Has completed State sponsored evaluation training and has passed an online credentialing assessment.

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

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

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

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

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

"Final Evaluation Rating" – means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle**.**

"High-Quality Student Data" - means locally determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

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

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

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

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

"**Teacher**" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

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

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

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

STANDARDS BASED TEACHER EVALUATION

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

Each teacher evaluation will result in an effectiveness rating of:

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

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

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

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is “accomplished” on his/her most recent evaluation will develop a professional growth plan and may choose his/her credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is “skilled” will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is “developing” will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is “ineffective” will be placed on a professional improvement plan by his/her assigned evaluator, utilizing the components determined by the District. Improvement plans for the next school year shall be developed not later than June 1st of each school year.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has the discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

G. Professional growth plans shall be developed no later than September 12th (or the next school day after, if the 12th falls on a weekend) of the school year.

BOARD PROFESSIONAL DEVELOPMENT PLAN

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, will be used to determine the teacher’s evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. Understanding student learning and development and respecting the diversity of the students they teach;

B. Understanding the content area for which they have instructional responsibility;

C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. Planning and delivering effective instruction that advances individual student learning;

E. Creating learning environments that promote high levels of learning and student achievement;

F. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations of at least thirty (30) continuous minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. During the first three (3) years of employment with the HEVSD, teachers on a limited contract who are under consideration for renewal/non-renewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

C. Teachers who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will submit a self-directed professional growth plan to the evaluator, and the evaluator will

determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

D. Teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

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

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of non-renewal will be provided by June 1st.

The board shall require at least three formal observations of each teacher who is under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Revised Code for the first three (3) full years teaching within our District. After three (3) full years of data is collected, if the teacher is not on an Improvement Plan and has a final holistic rating of at least Skilled, the teacher will then move on to the Rating Carried Forward cycle as outlined above. If a teacher is put onto an Improvement Plan at any point, it is understood that the Improvement Plan outweighs the final holistic rating, and the full cycle evaluation process will resume for a minimum of three (3) additional years. Evaluations for teachers considered for nonrenewal will be completed by June 1st and a written notice of non-renewal will be provided by June 1st t.

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

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

Formal Observation Procedure

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

Formal observations shall not occur on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days, unless a teacher offers one of these as an agreed upon observation date.

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

A. All formal observations shall be preceded by a conference between the evaluator and the employee within five (5) working days of the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed in OES. At the pre-observation conference, the parties shall agree to the date, class and/or prep for the observation.

    1. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher’s professional growth or improvement pan and afford the teacher the opportunity to provide additional evidence of performance

    2. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

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

D. Formal observations shall not unreasonably disrupt and/or interrupt the classroom learning environment.

E. All formal observations shall be announced.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced.

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

Data gathered from the walkthrough will inform the final evaluation.

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

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

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

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

Use of High-Quality Student Data (HQSD)

At least two measures of HQSD will be used as evidence of students learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, HQSD will include the value-added progress dimension. HQSD will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used HQSD in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards

In addition to value-added data, the Superintendent may select HQSD from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved HQSD in consultation with experts in the field of education and with HQSD Committee.

For the purpose of selecting HQSD, the Board defines the term “expert” to include members of the District’s administrative team, credentialed evaluators, as well as

A. the Hubbard HQSD Committee; and

B. Employees or consultants hired by the educational service center to provide expertise on student growth and learning.

FINAL EVALUATION PROCEDURES

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

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

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

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

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

RETENTION AND PROMOTION DECISIONS/REMOVAL OF POORLY PERFORMING TEACHERS

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

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

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the HEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222
R.C. 3319.223, 3319.226, 3319.26, 3333.0411
A.C. 3301-35-03(A)
Sub. 216 (2018), H.B. 362
H.B. 64 (2015)

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

Name _____

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

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

Professional Growth Plan

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

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

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

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

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

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Overview: Walkthroughs/Informal Observations:

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

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

A walkthrough/informal observation is a

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

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

Guidelines for Walkthroughs/Informal Observations

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

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

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

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

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

Make Time to Follow Up

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

Teacher-Driven Observations

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

Types of Data

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

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

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

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

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

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

Evaluator Summary Comments:

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

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

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

OBSERVATIONS

Evaluator Summary Comments:

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

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

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

Considerations

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

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

Reflective Questions

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

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

  1.

  2.

  3.

  4.

  5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

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

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

3. Present evidence and rating connected to the rubric.

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

Non-OTES Evaluation Tools – Appendix E1 – School Nurse Rubric

Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Demonstrating knowledge of health/illness content	Nurse demonstrates little understanding of health/illness content and nursing techniques.	Nurse demonstrates basic understanding of health/illness content and nursing techniques.	Nurse demonstrates understanding of health/illness content and nursing techniques and its impact on learning.	Nurse demonstrates deep and thorough understanding of health/illness content and nursing techniques, and its impact on learning. Nurse serves as a resource for colleagues.
Demonstrating knowledge of students	Nurse demonstrates little or no knowledge of students' developmental stages, backgrounds, cultures, languages, special needs.	Nurse indicates the importance of understanding students' developmental stages, backgrounds, cultures, languages, special needs.	Nurse demonstrates knowledge and understanding of students' developmental stages, backgrounds, cultures, languages, special needs.	Nurse actively seeks knowledge and understanding of students including, but not limited to, students' developmental stages, backgrounds, cultures, languages, special needs from a variety of sources, and attains this knowledge for individual students and their families.
Setting goals for nursing process	Nurse has no clear goals for the nursing program, or they are inappropriate to the situation in the school and school population.	Nurse's goals for the nursing program are somewhat realistic, measurable, achievable and meaningful related to the school situation and population.	Nurse's goals for the nursing program are realistic, measurable, achievable and meaningful related to the school situation and population.	Nurse's goals for the nursing program are realistic, measurable, achievable and meaningful. The program encompasses clinic activities and broader initiatives for the school community which are developed in consultation with students, parents, colleagues, and the community.

School Nurse Rubric

Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Demonstrating knowledge of resources	Nurse demonstrates little or no ability to identify resources needed for nursing program.	Nurse demonstrates ability to identify needed resources, but no clear criteria on how to select or obtain appropriate resources.	Nurse demonstrates ability to identify needed resources available to implement the plan of care, selects resources based on criteria that meet the objectives.	Nurse demonstrates extensive awareness of resources available for students through the school, district, and the community. Nurse seeks out additional appropriate resources that benefit the school population and others in the district.
Demonstrating knowledge of professional standards and regulations	Nurse demonstrates little or no familiarity with professional standards, requirements and/or regulations that may affect planning of care.	Nurse demonstrates incomplete knowledge of professional standards, requirements and/or regulations that may affect planning of care.	Nurse incorporates professional standards, governmental, district requirements and/or regulations into plan.	Nurse demonstrates extensive awareness of professional standards, governmental, district requirements and/or regulations and is a resource for colleagues in gaining such knowledge.
Developing a plan to evaluate the Nursing Program *	Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Nurse has a rudimentary plan to evaluate the nursing program.	Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met. Nurse's evaluation plan includes a clear path toward improving the program on an ongoing basis.

School Nurse Rubric

Nurse Office and School Environment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Creating an environment of respect and rapport	Nurse's interactions with students, staff, and families are frequently inappropriate and negative. No consideration of culture or level of development. Provides little or no information to families about the nursing program as a whole or the individual student.	Nurse's interactions with students, staff, and families are generally positive and appropriate, but sometimes display insensitivity or lack of responsiveness. Inconsistently and or ineffectively provides information to families about the nursing program as a whole or the individual student.	Nurse's interactions with students, staff, and families are positive, respectful, and appropriate to the situation. Consistently and effectively communicates with families about the nursing program as a whole or the individual student.	Students, staff, and parents seek out the nurse, reflecting a high degree of comfort and trust in the relationship. The nurse is proactive in providing effective communication to families, school community, individual students about the nursing program and student health concerns through a variety of means.
Establishing a culture for health and wellness	Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students or staff.	Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.	Nurse promotes a culture throughout the school for health and wellness.	Nurse's expertise and recommendations help guide the school to identify needs and institute needed programs for health and wellness.
Establishing health protocols and procedures	Nurse's procedures for the nursing office are nonexistent or ineffective.	Nurse has rudimentary and partially successful procedures for the nursing office.	Nurse's procedures for the nursing office work effectively.	Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.

School Nurse Rubric

Nurse Office and School Environment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Supervision of health activities and programs	Nurse has no established guidelines to ensure that health activities (i.e. medication administration and programs) run efficiently. Nurse does not monitor staff/outside personnel that are helping with health activities or programs.	Nurse's efforts to establish guidelines to ensure that health activities (i.e. medication administration and programs) run efficiently are partially successful. Nurse monitors sporadically staff/outside personnel that are helping with health activities or programs.	Nurse's established guidelines to ensure that health activities (i.e. medication administration and programs) run efficiently are successful. Nurse monitors staff/outside personnel helping with activities/programs.	Nurse has established clear guidelines for health activities (i.e. medication administration and programs) allowing those helping with health activities or programs to work independently. Nurse's supervision is subtle and Professional.
Organizing physical space	Nurse's office is not well organized or is inappropriate to the planned activities. Medications, sharps, and records are not properly stored.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications, sharps, and records are stored securely.	Nurse's office is well-organized and is appropriate for the planned activities. Medications, sharps, and records are properly stored and well organized.	Nurse's office is efficiently organized, safe, and is highly appropriate for the planned activities. Medications, sharps, and records are properly stored and well organized. Extra effort and creative problem solving are evident in enhancing space.

School Nurse Rubric

Service Delivery				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Collecting data	Nurse treats immediate health complaint of student. Does not demonstrate awareness of need to collect data from other sources when that would be appropriate.	Nurse demonstrates awareness of need to collect comprehensive data pertinent to student's health status. Inconsistent in seeking data from multiple sources when that would be appropriate.	Nurse collects data as needed from multiple sources such as student interview, observation, physical assessment, school staff/parent input, healthcare providers, etc.	Nurse collects data with larger view to how the student functions in the school community. Moreover, nurse collects data pertinent to the health concerns of the entire school community.
Analyzing Data for the purpose of providing nursing care	Nurse does not demonstrate process of analyzing or synthesizing data pertinent to student's health complaint.	Nurse attempts to analyze and synthesize data as collected to address student's health status.	Nurse analyzes and synthesizes comprehensive data pertinent to student's health status.	Nurse's analysis and synthesis reflect a depth of understanding of the student's health status within the context of the student's family situation and greater school community. Moreover, nurse analyzes and synthesizes data pertinent to the health concerns of the entire school community.
Planning the nursing intervention	Nursing interventions are planned with minimal awareness of need to collaborate and communicate with student, family, school staff, etc.	Nurse demonstrates awareness of importance of planning nursing interventions with the student, family, and school staff as appropriate.	Nurse collaborates with student, family, school staff and others as needed in planning nursing interventions. Communicates plan of nursing care clearly with stakeholders as needed.	Nurse collaborates in planning interventions with a goal of promoting student's health and optimal functioning within the school community. Nurse collaborates in planning interventions for individual students, for groups of students, and for the school community as a whole.

School Nurse Rubric

Service Delivery				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Performing Nursing Intervention	Nursing interventions address only the student's immediate health complaint. Interventions are not differentiated for individual students or for more complex health needs.	Nurse attempts to individualize interventions based on analysis of collected data.	Nursing interventions follow directly from the comprehensive analysis of the collected data and are pertinent to the student's health status.	Nurse's interventions are relevant to student's academic performance and promote optimal student functioning within the school community. Nursing interventions for the school community follow directly from a comprehensive analysis of the health needs of the community.
Evaluating Nursing Intervention	Nurse does not demonstrate awareness of need to evaluate nursing interventions beyond immediate response to care.	Nurse attempts to evaluate the effectiveness of nursing interventions through own observations.	Nurse regularly evaluates the effectiveness of plan of care and interventions through own observations and input from stakeholders. Nurse revises and collaborates with stakeholders to revise interventions as needed.	Evaluations and revisions are based on collaboration and are relevant to the student's ongoing health status and functioning within the school community. Nursing interventions for the wider community are also evaluated for their effectiveness and revised as needed.

School Nurse Rubric

Professional Responsibilities				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Reflecting on practice	Nurse does not reflect on practice, or the reflections are inaccurate or self- serving.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples. Nurse offers only general suggestions as to how it might be improved.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Nurse makes some specific suggestions as to how the nursing practice might be improved.	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.
Maintaining health records	Nurse's reports, records, and documentation are missing, late or inaccurate, resulting in confusion. Rarely maintains and reviews students' health information.	Nurse's reports, records, and documentation are generally accurate, but reports are not consistently submitted in a timely manner. Inconsistently maintains and reviews students' health information.	Nurse's reports, records, and documentation are accurate. Reports are submitted in a timely manner. Consistently maintains or reviews students' health information.	Nurse's approach to record keeping is highly systematic and efficient. It serves as a model for colleagues.
Complying with District and departmental policies and procedures	Nurse does not follow district policies and procedures.	Nurse inconsistently follows district policies and procedures.	Nurse consistently follows district policies and procedures.	Nurse has strong commitment to district policies and procedures, assists in revising and developing policies and procedures and acts as a resource to colleagues.

School Nurse Rubric

Professional Responsibilities				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Participating in a professional community	Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district meetings, events and projects.	Nurse's relationships with colleagues are cordial, and nurse participates in school and district meetings, events and projects when specifically requested to do so.	Nurse participates actively in school and district meetings, events and projects and maintains positive and productive relationships with colleagues.	Nurse makes a substantial contribution to professional activities with school, District and/or greater community. Nurse maintains positive relationships with colleagues, CMSD and other professionals.
Engaging in professional development	Nurse rarely seeks to participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.	Nurse occasionally seeks professional development activities to promote professional competency.	Nurse regularly initiates and completes professional development goals and seeks independent learning opportunities to build new knowledge and skills.	Nurse shares new knowledge, resources, and innovative practice with colleagues as gained through a variety of professional resources.
Showing Professionalism	Nurse displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Nurse is honest in interactions with colleagues, students, and the public; does not violate principles of confidentiality.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Advocates for students when needed.	Nurse displays high standards of honesty, integrity, and confidentiality. Advocates in the greater community for public health needs. Takes a leadership role with colleagues.

SPEECH LANGUAGE PATHOLOGIST EVALUATION ~ HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT

Planning				
Indicator	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Demonstrates knowledge and skill in Speech-Language Therapy	• SLP demonstrates little or no knowledge and skill in the area of speech-language pathology.	• SLP demonstrates basic knowledge and skill in the area of speech-language pathology.	• SLP demonstrates thorough knowledge and skill in the area of speech-language pathology.	• SLP demonstrates extensive knowledge and skill in the area of speech-language therapy.
Possible Evidence: IEP progress reports; IEP present levels and/or goals; standardized speech/language assessments				
Demonstrates knowledge of district, state, and federal guidelines	• SLP demonstrates little or no knowledge of special education laws and procedures.	• SLP demonstrates basic knowledge of special education laws and procedures.	• SLP demonstrates thorough knowledge of special education laws and procedures, and seeks out additional information when needed.	• SLP demonstrates extensive knowledge of special education laws and procedures. SLP takes a leadership role in sharing, reviewing and revising building and district policies.
Possible Evidence: IEPs, ETRs, and related documents; formal observation				
Establishes goals for individual speech-language therapy programs	• SLP has no clear goals for the therapy programs, or they are inappropriate to the individual students.	• SLP's goals for the therapy programs are rudimentary and are partially suitable to the individual students' needs and developmental abilities.	• SLP's goals for the therapy programs are measurable, clear, and appropriate to the individual students' needs and developmental abilities.	• SLP's goals for the therapy programs are measurable, clear, and appropriate to the individual students' needs and developmental abilities. SLP's goals are closely aligned to the Ohio Learning Standards.
Possible Evidence: IEP goals				

Planning (cont.)

Indicator	Ineffective	Developing	Skilled	Accomplished
Demonstrates appropriate and clear learning goals for students	• SLP does not demonstrate or communicate a clear focus for student learning. • Learning objectives are too general to guide lesson planning and are inappropriate for the students.	• SLP demonstrates and communicates a focus for student learning and develops specific learning objectives. • Learning objectives are generally based on IEP goals and/or the Ohio Learning Standards.	• SLP demonstrates and communicates a focus for student learning, develops learning objectives that are always appropriate for students based on IEP goals and/or the Ohio Learning Standards.	• SLP demonstrates and communicates a focus for student learning, develops learning objectives that are appropriate for students based on IEP goals and/or the Ohio Learning Standards. • SLP communicates how the focus fits into the broader therapy plan for the students.
Possible Evidence: Pre-conference, formal observation				

Uses assessments and data effectively	• SLP does not use student assessments or data to drive the focus of instruction.	• SLP generally uses student assessments and data to drive the focus of instruction.	• SLP uses a variety of formal and informal assessment techniques to collect evidence of the students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	• SLP continuously analyzes data from formal and informal assessment techniques to collect evidence of the students' knowledge and skills to effectively inform instructional planning and delivery. • SLP uses data to help formulate plans of action to increase student success in other environments such as general education classroom or home.
Possible evidence: Pre-conference, IEPs, ETRs and related documents, IEP progress reports, formal observation				
Utilizes students' prior content knowledge/sequence/ connections	• SLP's lessons do not build on or connect to students' prior knowledge.	• SLP makes an attempt to connect the lessons to students' prior knowledge, previous lessons, or future learning, but is not completely successful.	• SLP makes clear and coherent connections with students' prior knowledge or previous lessons and future learning, both explicitly to students and within the lesson.	• SLP uses the input and contributions from other individuals such as families, colleagues, and other professionals in understanding the students' prior knowledge. • SLP makes meaningful and relevant connections between lessons, other disciplines, and real-world experiences.
Possible evidence: Pre-conference, formal observation, walk-throughs				

Planning (cont.)				
Indicator	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Demonstrates knowledge of students	• SLP does not demonstrate knowledge of or familiarity with students. • SLP has made no attempt to obtain the information. • SLPs plan for instruction does not demonstrate an understanding of the students' development, preferred learning styles, and/or backgrounds/prior experiences.	• SLP demonstrates some knowledge with students' background knowledge and experiences. • SLP's instructional plan draws upon a partial analysis of students' development, preferred learning styles, and/or backgrounds/prior experiences.	• SLP demonstrates familiarity with students' background knowledge and experiences. • SLP's instructional plan draws upon an accurate analysis of students' development, preferred learning styles, and/or backgrounds/prior experiences.	• SLP understands the purpose and value of learning about students' background experiences. • SLP demonstrates familiarity with each student's background knowledge and uses the data accurately to connect to specific instructional strategies and plans. • SLP plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students.
Possible evidence: IEPs, pre-conference, formal observation				
2.5 Case manages evaluations	• Is ineffective in managing caseloads and/or communicating needs for caseload completion in a timely manner.	• Is inconsistent in managing caseloads and/or communicating needs for caseload completion in a timely manner.	• Consistently manages caseloads and communicates needs for caseload completion in a timely manner.	• Effectively manages caseloads and ensures all participants have provided data for caseload completion in a timely manner.

Standard 3: Consultation and Collaboration

Component	Ineffective	Developing	Skilled	Accomplished
3.1 Creates an environment of respect and rapport	• Interactions with stakeholders are generally negative, inappropriate, inconsiderate, and/or insensitive. • Interactions do not evidence cultural, developmental, or social sensitivity.	• Interactions with stakeholders are generally appropriate but may be characterized by occasional displays of negativity, inappropriateness, inconsideration, and/or insensitivity. • Interactions evidence some cultural, developmental, or social sensitivity.	• Interactions with stakeholders are consistently appropriate and considerate, and are consistently respectful and responsive with regard to cultural, developmental, or social sensitivity.	• Interactions with stakeholders are highly appropriate and considerate, and are highly respectful and responsive with regard to cultural, developmental, or social sensitivity. • SP helps to facilitate high levels of civility among stakeholders.
3.2 Collaborates in a professional manner with parents, school personnel, and external supports to develop appropriate interventions for individual student needs	• Evidences little or no collaboration with others to meet student needs. • Minimally considers the contribution of others in planning intervention s for individual student needs.	• Inconsistently attempts to collaborate with others to meet student needs. • Inconsistently considers the contribution of others in planning interventions for individual student needs.	• Consistently collaborates with others to meet student needs • Consistently considers the contribution of others in planning interventions for individual student needs.	• Collaborates in an exemplary manner with others to meet student needs. • Facilitates effective collaboration. • Emphasizes the value of the contribution of others in planning interventions for individual student needs.
3.3 Contributes to a culture of evidence-based practice for development of students' social-emotional competencies	• Communicates little to no knowledge of evidence-based instructional and/or intervention strategies for students' academic and cognitive competencies. • May follow practices that are outdated or lack foundation in research.	• Communicates some knowledge of evidence-based instructional and/or intervention strategies for students' academic and cognitive competencies. • Contributes to and/or supports some practices that are currently aligned in evidence-based practice.	• Consistently communicates knowledge of evidence-based instructional and intervention strategies for students' academic and cognitive competencies. • Consistently contributes to and/or supports implementation of strategies that are currently aligned in evidence-based practice.	• Communicates extensive knowledge of evidence-based instructional and intervention strategies for students' academic and cognitive competencies. • Contributes to and supports implementation of strategies that are currently aligned in evidence-based practice. • Assists stakeholders in translating current and emerging research to instructional practices.

Standard 3: Consultation and Collaboration (cont.)

Component	Ineffective	Developing	Skilled	Accomplished
3.4 Provides mental health services and supports as needed	• Address little or no mental health needs of students through direct support, collaboration, and/or consultation. • Does not offer support or assistance.	• Inconsistently addresses mental health needs of students through direct support, collaboration, and/or consultation. • Inconsistently offers support or assistance.	• Consistently addresses mental health needs of students through direct support, collaboration, and consultation. • Consistently offers support or assistance.	• Addresses mental health needs of students at an exemplary level through direct support, collaboration, and consultation. • Offers support or assistance, at an exemplary level, within classrooms, buildings, and/or district.

Standard 4: Professional responsibilities

Component	Ineffective	Developing	Skilled	Accomplished
4.1 Demonstrates professionalism	• Professional interactions are characterized by questionable integrity, lack of awareness of student needs, and/or decisions that are self-serving.	• Professional interactions are characterized by honest, genuine, but inconsistent attempts to serve student needs, and/or decisions that are self-serving.	• Professional interactions are characterized by honestly, integrity, confidentiality, and/or assurance that all students are fairly served.	• Professional interactions are of the highest standards of honesty, integrity, and confidentiality. • Assumes a leadership role in student advocacy.
4.2 Demonstrates effective technology-based skills	• Lacks knowledge about the use of technological tools and programs • Lacks skills needed to use technological tools and programs and/or • Fails to engage in professional growth and learning to gain needed knowledge and skills.	• Involved in continued professional growth and learning regarding the use of technological tools and programs and/or • Knowledge and skill with technological tools and programs is insufficient to meet expectations of the SP role.	• Utilizes technology to meet the expectations of the SP role and responsibilities. • Shares knowledge of resources including educational websites and tools with others.	• Utilizes technological tools and programs in innovative ways to meet the needs of the district and/or to enhance job performance • Provides mentoring and coaching to colleagues regarding the use of technological tools and programs. • Takes a leadership role in researching assistive technology for students.
4.3 Demonstrates independent problem-solving skills in school and office environment	• Evidences little or no initiative to solve common work place problems and reduce barriers to service delivery. • Does not effectively communicate with others, including management, to solve problems. • Work is often interrupted or incomplete due to problems and conflicts.	• Demonstrates some initiative to solve common work place problems but may require extra assistance and monitoring from others to communicate and reduce barriers. • Work is sometimes interrupted or incomplete due to avoidable problems and conflicts.	• Demonstrates initiative to solve common work place problems independently. • Communicates effectively with others, including, management, to solve problems. • Work is rarely interrupted or incomplete due to avoidable problems and conflicts.	• Demonstrates leadership skills in workplace problem-solving. • Assists others in acquiring and implementing problem-solving skills to ensure their work is not interrupted or incomplete due to avoidable problems or conflicts.

Standard 4: Professional responsibilities (cont.)

Component	Ineffective	Developing	Skilled	Accomplished
4.4 Complies with district, state, and federal policies and procedures	• Fails to understand and follow regulations, policies, and agreements.	• Understands and follows district policies and state and federal regulations at a minimal level.	• Meets ethical and professional responsibilities with integrity and honesty. • Models and upholds district policies and state and federal regulations.	• Meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the school environment.
4.5 Grows and develops professionally	• Engages in little or no professional development activities and is not generally receptive to feedback regarding service delivery or work ethic.	• Engages in some professional development activities and is sometimes receptive to feedback regarding service delivery or work ethic.	• Consistently engages in professional development and welcomes feedback regarding service delivery or work ethic.	• Consistently engages in professional development activities and seeks out feedback regarding service delivery and work ethic. • Consistently incorporates this feedback into enhanced service delivery and work ethic.
4.6 Reflects on service delivery	• Evidences little or no insight into own performance. • Limited in recognition of how own performance affects other stakeholders. • Sets little or no professional goals.	• Evidences some insight into own performance. • Some recognition of how own performance affects other stakeholders. • Sets some professional goals.	• Evidences insight into own performance. • Recognition of how own performance affects other stakeholders. • Sets realistic professional goals.	• Evidences a high level of insight into own performance. • High level of recognition of how own performance affects other stakeholders. • Sets realistic professional goals, specific, and long-term professional goals • Develops a specific plan for change.

SCHOOL PSYCHOLOGIST EVALUATION – HUBBARD EXEMPTED SCHOOL DISTRICT

Standard 1: Planning and Preparation

Indicator	Ineffective	Developing	Skilled	Accomplished
1.1: Demonstrates knowledge of ODE guidelines for psychological services	• Planning and preparation demonstrate little or no knowledge of Ohio's Operating Standards and legal requirements specific to school psychology services.	• Planning and preparation demonstrate some knowledge of Ohio's Operating Standards and legal requirements specific to school psychology services.	• Planning and preparation demonstrate consistent knowledge of Ohio's Operating Standards and legal requirements specific to school psychology services. • SP shares this knowledge as well as ODE guidelines with colleagues and assists them in understanding and applying these standards and requirements.	• Planning and preparation demonstrate extensive knowledge of Ohio's Operating Standards and legal requirements specific to school psychology services. • SP shares this knowledge as well as ODE guidelines with colleagues and assists them in understanding and applying these standards and requirements. • SP takes a leadership role in sharing knowledge within the district and the field.
1.2 Demonstrates knowledge of students	• Demonstrates little or no knowledge of students' diverse backgrounds, cultures, skills, language proficiency, interests, and/or special needs.	• Demonstrates some knowledge of students' diverse backgrounds, cultures, skills, language proficiency, interests, and/or special needs.	• Demonstrates consistent knowledge of students' diverse backgrounds, cultures, skills, language proficiency, interests, and/or special needs, and shares this knowledge with colleagues.	• Demonstrates extensive knowledge of students' diverse backgrounds, cultures, skills, language proficiency, interests, and/or special needs. • SP shares this knowledge within the field and district in a leadership role and continually assists colleagues in understanding and applying this knowledge. • Assists with the development and/or delivery of staff professional development on student diversity.

Standard 1: Planning and Preparation (cont.)

Indicator	Ineffective	Developing	Skilled	Accomplished
1.3 Demonstrates appropriate plan for completion of duties and responsibilities	• Demonstrates little or no planning for completion of duties and responsibilities. • Does not plan for the timely completion of responsibilities.	• Demonstrates some knowledge of planning for completion of duties and responsibilities. • Reflects on various obstacles and emergencies that may impact work plan but makes few attempts to prepare for such events for timely completion.	• Demonstrates consistent knowledge of planning for duties and responsibilities. • Has a plan for the timely completion of responsibilities, complete with provisions for obstacles, emergencies, special requests, and revisions if needed.	• Demonstrates extensive knowledge of planning for all duties and responsibilities. • Has a plan for the timely completion of responsibilities, complete with provisions for obstacles, emergencies, special requests, and revisions if needed. • Shares resources and knowledge with colleagues for effective planning in the district.
1.4 Demonstrates knowledge of school, district, and/or community resources	• Demonstrates little or no familiarity with resources to enhance own knowledge, or to use with teachers and/or students who need them. • Does not seek such knowledge.	• Demonstrates some familiarity with resources to enhance own knowledge, or to use with teachers and/or students who need them. • Inconsistently seeks to extend such knowledge.	• Demonstrates consistent knowledge of the resources available through the school or district to enhance own knowledge, or use with teachers, students, and/or families who need them.	• Demonstrates extensive knowledge of and seeks out resources in and beyond the school or district, in professional organizations, on the Internet, and in the community to enhance own knowledge, or to sue with teaches, students, and/or families who need them.

Standard 2: Assessment, Data-based Decision Making, and Accountability

Indicator	Ineffective	Developing	Skilled	Accomplished
2.1 Utilizes appropriate assessment and data collection methods	SP uses assessment and data collection methods that are • inappropriate for purpose and/or student, or • are administered, scored, or interpreted incorrectly.	SP uses assessment and data collection methods that are • appropriate for the student, and • administered, scored, and interpreted correctly But are • limited in variety for the intended purpose, or • limited in individualization for the specific student(s).	SP uses assessment and data collection methods that are • appropriate for the intended purpose, • appropriate and individualized for the specific student's cultural, linguistic, and disability background, and • of sufficient variety for the intended purpose.	SP fulfills the criteria for "Skilled" and additionally • applies evaluation data and findings to intervention, instruction, programming, and services through written reports, intervention plans, and meetings/conferences with parents and/or school staff.
2.2 Gathers and summarizes data and other information for appropriate educational decision-making	• Collects little or no relevant data from stakeholders that will aid in team decision making. • Incorporates little or no interpretation or integration of data and/or fails to summarize as required.	• Collects some relevant data from stakeholders that will aid in team decision making. • Incorporates some interpretation or integration of data and/or summarizes as required.	• Consistently collects relevant data from stakeholders that will aid in team decision making. • Consistently incorporates interpretation or integration of data and summarizes as required.	• Consistently collects relevant data from stakeholders that will aid in team decision making and promotes the gathering of student data with the district. • Highly effective in interpreting and integrating data, summarizing it, and using data for educational decision making at the class, building, and/or district levels.
2.3 Completes evaluations in compliance with federal and state laws	• Evaluations evidence little or no compliance with federal and state guidelines.	• Evaluations evidence some compliance with federal and state guidelines.	• Evaluations consistently comply with federal and state guidelines.	• Evaluations comply with federal and state guidelines at an exemplary level.

Standard 2: Assessment, Data-based Decision Making, and Accountability (cont.)				
Indicator	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
2.4 Completes evaluations in a timely manner	• Multiple evaluations completed past the compliance dues dates.	• Few evaluations completed after compliance due dates for reasons within the SP's control.	• Few evaluations completed after compliance due dates for reasons outside the SP's control.	• Completes all evaluations in a timely manner.
2.5 Case manages evaluations	• Is ineffective in managing caseloads and/or communicating needs for caseload completion in a timely manner.	• Is inconsistent in managing caseloads and/or communicating needs for caseload completion in a timely manner.	• Consistently manages caseloads and communicates needs for caseload completion in a timely manner.	• Effectively manages caseloads and ensures all participants have provided data for caseload completion in a timely manner.

Standard 3: Consultation and Collaboration

Component	Ineffective	Developing	Skilled	Accomplished
3.1 Creates an environment of respect and rapport	• Interactions with stakeholders are generally negative, inappropriate, inconsiderate, and/or insensitive. • Interactions do not evidence cultural, developmental, or social sensitivity.	• Interactions with stakeholders are generally appropriate but may be characterized by occasional displays of negativity, inappropriateness, inconsideration, and/or insensitivity. • Interactions evidence some cultural, developmental, or social sensitivity.	• Interactions with stakeholders are consistently appropriate and considerate, and are consistently respectful and responsive with regard to cultural, developmental, or social sensitivity.	• Interactions with stakeholders are highly appropriate and considerate, and are highly respectful and responsive with regard to cultural, developmental, or social sensitivity. • SP helps to facilitate high levels of civility among stakeholders.
3.2 Collaborates in a professional manner with parents, school personnel, and external supports to develop appropriate interventions for individual student needs	• Evidences little or no collaboration with others to meet student needs. • Minimally considers the contribution of others in planning intervention s for individual student needs.	• Inconsistently attempts to collaborate with others to meet student needs. • Inconsistently considers the contribution of others in planning interventions for individual student needs.	• Consistently collaborates with others to meet student needs • Consistently considers the contribution of others in planning interventions for individual student needs.	• Collaborates in an exemplary manner with others to meet student needs. • Facilitates effective collaboration. • Emphasizes the value of the contribution of others in planning interventions for individual student needs.
3.3 Contributes to a culture of evidence-based practice for development of students' social-emotional competencies	• Communicates little to no knowledge of evidence-based instructional and/or intervention strategies for students' academic and cognitive competencies. • May follow practices that are outdated or lack foundation in research.	• Communicates some knowledge of evidence-based instructional and/or intervention strategies for students' academic and cognitive competencies. • Contributes to and/or supports some practices that are currently aligned in evidence-based practice.	• Consistently communicates knowledge of evidence-based instructional and intervention strategies for students' academic and cognitive competencies. • Consistently contributes to and/or supports implementation of strategies that are currently aligned in evidence-based practice.	• Communicates extensive knowledge of evidence-based instructional and intervention strategies for students' academic and cognitive competencies. • Contributes to and supports implementation of strategies that are currently aligned in evidence-based practice. • Assists stakeholders in translating current and emerging research to instructional practices.

Standard 3: Consultation and Collaboration (cont.)				
Component	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
3.4 Provides mental health services and supports as needed	• Address little or no mental health needs of students through direct support, collaboration, and/or consultation. • Does not offer support or assistance.	• Inconsistently addresses mental health needs of students through direct support, collaboration, and/or consultation. • Inconsistently offers support or assistance.	• Consistently addresses mental health needs of students through direct support, collaboration, and consultation. • Consistently offers support or assistance.	• Addresses mental health needs of students at an exemplary level through direct support, collaboration, and consultation. • Offers support or assistance, at an exemplary level, within classrooms, buildings, and/or district.

Standard 4: Professional responsibilities				
Component	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
4.1 Demonstrates professionalism	• Professional interactions are characterized by questionable integrity, lack of awareness of student needs, and/or decisions that are self-serving.	• Professional interactions are characterized by honest, genuine, but inconsistent attempts to serve student needs, and/or decisions that are self-serving.	• Professional interactions are characterized by honestly, integrity, confidentiality, and/or assurance that all students are fairly served.	• Professional interactions are of the highest standards of honesty, integrity, and confidentiality. • Assumes a leadership role in student advocacy.
4.2 Demonstrates effective technology-based skills	• Lacks knowledge about the use of technological tools and programs • Lacks skills needed to use technological tools and programs and/or • Fails to engage in professional growth and learning to gain needed knowledge and skills.	• Involved in continued professional growth and learning regarding the use of technological tools and programs and/or • Knowledge and skill with technological tools and programs is insufficient to meet expectations of the SP role.	• Utilizes technology to meet the expectations of the SP role and responsibilities. • Shares knowledge of resources including educational websites and tools with others.	• Utilizes technological tools and programs in innovative ways to meet the needs of the district and/or to enhance job performance • Provides mentoring and coaching to colleagues regarding the use of technological tools and programs. • Takes a leadership role in researching assistive technology for students.
4.3 Demonstrates independent problem-solving skills in school and office environment	• Evidences little or no initiative to solve common work place problems and reduce barriers to service delivery. • Does not effectively communicate with others, including management, to solve problems. • Work is often interrupted or incomplete due to problems and conflicts.	• Demonstrates some initiative to solve common work place problems but may require extra assistance and monitoring from others to communicate and reduce barriers. • Work is sometimes interrupted or incomplete due to avoidable problems and conflicts.	• Demonstrates initiative to solve common work place problems independently. • Communicates effectively with others, including, management, to solve problems. • Work is rarely interrupted or incomplete due to avoidable problems and conflicts.	• Demonstrates leadership skills in workplace problem-solving. • Assists others in acquiring and implementing problem-solving skills to ensure their work is not interrupted or incomplete due to avoidable problems or conflicts.

Standard 4: Professional responsibilities (cont.)

Component	Ineffective	Developing	Skilled	Accomplished
4.4 Complies with district, state, and federal policies and procedures	• Fails to understand and follow regulations, policies, and agreements.	• Understands and follows district policies and state and federal regulations at a minimal level.	• Meets ethical and professional responsibilities with integrity and honesty. • Models and upholds district policies and state and federal regulations.	• Meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the school environment.
4.5 Grows and develops professionally	• Engages in little or no professional development activities and is not generally receptive to feedback regarding service delivery or work ethic.	• Engages in some professional development activities and is sometimes receptive to feedback regarding service delivery or work ethic.	• Consistently engages in professional development and welcomes feedback regarding service delivery or work ethic.	• Consistently engages in professional development activities and seeks out feedback regarding service delivery and work ethic. • Consistently incorporates this feedback into enhanced service delivery and work ethic.
4.6 Reflects on service delivery	• Evidences little or no insight into own performance. • Limited in recognition of how own performance affects other stakeholders. • Sets little or no professional goals.	• Evidences some insight into own performance. • Some recognition of how own performance affects other stakeholders. • Sets some professional goals.	• Evidences insight into own performance. • Recognition of how own performance affects other stakeholders. • Sets realistic professional goals.	• Evidences a high level of insight into own performance. • High level of recognition of how own performance affects other stakeholders. • Sets realistic professional goals, specific, and long-term professional goals • Develops a specific plan for change.

Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

05/12/2016

School Counselor Evaluation Rubric

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

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

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

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

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

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

Evidence				

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

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

Ohio School Counselor Evaluation System

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

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

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Improvement Plan

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

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

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

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

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 2, 3]

	Ineffective	Developing	Skilled	Accomplished
DEMONSTRATING KNOWLEDGE OF CONTENT, CURRICULUM, AND INSTRUCTIONAL GOALS	Does not demonstrate knowledge of the curriculum and current trends and practices in literature, literacies, technology and research process. Rarely promotes books in all formats, reading for pleasure and/or personal growth. No evidence of understanding the instructional goals for most disciplines. Makes little or no effort to provide resources and instructional services. Designs learning activities, goals and objectives that are too general to guide lesson planning and are inappropriate for the students and/or do not support the OLS.	Demonstrates limited knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process. Sometimes works with groups and individuals to promote books in all formats, reading for pleasure and/or personal growth. Understands the instructional goals for some disciplines. Inconsistently provides necessary resources, technology, and instructional services. In collaboration with classroom teacher(s) designs some learning activities with goals that reflect student learning needs and support the OLS.	Demonstrates knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process. Intentionally works with groups and individuals to promote books in all formats, reading for pleasure and/or personal growth. Understands the instructional goals for most disciplines and is able to develop connections to the curriculum. Consistently provides necessary resources, technology, and instructional services to support goals. In collaboration with classroom teacher(s), intentionally designs learning activities with challenging and measurable goals that reflect a range of student learning needs and support the OLS.	Demonstrates extensive knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process. Expertly works with groups and individuals across the full range of student learning needs to promote books in all formats, reading for pleasure and/or personal growth. Understands the instructional goals for all disciplines and is able to develop meaningful instructional connections to the curriculum. Expertly provides the necessary resources, technology, and instructional services to enhance and support diverse goals. In collaboration with classroom teacher(s), intentionally designs learning activities with challenging and measurable goals that reflect the full range of student learning needs and support the OLS.
Examples	*A class comes into the library to find picture books on folktales. The SLMS does not direct instruction on how to find and locate books on folktales in the library.*	*A class comes into the library to research scientific myths. The SLMS shows the students where books on science can be found (500s).*	*A class comes into the library to complete a biographical research project. The SLMS instructs and demonstrates biographical online resources as well as the use of a biographical print collection that has been tailored to support student needs.*	*In a high school lesson on narrative structure, the SLMS co-teaches the ELA content and also delivers the information literacy instruction using a variety of print and digital sources as well as a range of Web 2.0 tools tailored to help each student create a unique project.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 3 , 6]				
COLLECTING STUDENT ASSESSMENT DATA	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
	Does not use assessment of student learning to inform instruction.	Assesses student learning but has difficulty analyzing data to effectively inform instruction.	Employs a variety of formal and informal assessments to collect evidence of students' knowledge and skills. Analyzes data to effectively inform instructional planning and delivery.	Plans assessments and differentiates these to match the full range of student needs, abilities, and learning styles. Incorporates a variety of diagnostic, formative and summative assessments to inform instruction. Analyzes student data and accurately identifies student learning needs, strengths and areas for growth to intentionally inform or and instruct planning and delivery.
Examples	*SLMS does not grade any information literacy instructional activities and does not assess student learning in collaborative activities with other classroom teachers.*	*As part of a formative assessment for their 6th grade science fair research, SLMS reviews their preliminary MLA citations and provides limited feedback. SLMS has difficulty analyzing data to determine students' problem areas when citing sources to help them with their final science fair works cited.*	*As part of a formative assessment SLMS has 9th grade class in science take TRAILS – Evaluation of Sources, analyzes the data, develops a lesson about finding credible and reliable sources using the Internet. The students complete a rubric created by SLMS for assessing what they understand about finding credible and reliable sources using the Internet.*	*Under the guidance of the SLMS, students create a rubric for assessing their own research skills when completing a project on Shakespeare.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 1]				
DEMONSTRATING KNOWLEDGE OF STUDENTS	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
	Demonstrates little or no understanding of how students learn. Demonstrates little or no familiarity with students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Demonstrates some understanding of how students learn. Demonstrates some familiarity with students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and obtains this knowledge for the class as a whole but may inconsistently apply to make instructional/program decisions.	Understands the active nature of student learning and attains information about levels of development for groups of students. Intentionally seeks knowledge about students' backgrounds, cultures, skills, language proficiency, interests, and special needs from several sources, obtains this knowledge for groups of students and draws upon this knowledge to make instructional/program decisions.	Actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from several sources. Intentionally seeks knowledge about students' backgrounds, cultures, skills, language proficiency, interests, and special needs from multiple sources, obtains this knowledge for individual students to make instructional/program decisions.
Examples	*In a 2nd grade class composed of children who have different religious backgrounds, SLMS uses Christmas stories in his December lessons.*	*In a 9th grade ELA class, SLMS uses TRAILS – Developing a Topic to determine students' readiness; lectures for 30 minutes on how to develop a topic for research with no opportunity for students to practice.*	*A 7th grade social studies class studying explorers comes to the library for print and digital resources. The SLMS locates and sets aside a collection of print resources that are leveled to student abilities in that class and appropriate to the research topic.*	*SLMS initiates the collection and study of data relating to students' scores on a state reading test and uses that data to improve the instruction and services provided by the SLMS.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 2, 3, 4]

	Ineffective	Developing	Skilled	Accomplished
COMMUNICATING AND QUESTIONING	Does not communicate clearly; directions, procedures and/or explanations are confusing, incoherent, or inaccurate, and are ineffective in building student understanding. Fails to address student confusion or frustration and does not use questions effectively and usually tells the students what to do.	Directions, procedures and/or explanations are accurate and generally clear but often needs to clarify. May not fully clarify information based on students' questions about content or instructions for learning activities. Re-explains topics when students show confusion, but is not always able to provide an effective alternate explanation. Asks questions that guide students and help them think about their research topic. Technology use is inconsistent and not always effective.	Directions, procedures and/or explanations are clear and accurate. Actively encourages independent, creative and critical thinking. Effectively addresses confusion when asked and checks for understanding. Often uses open-ended and probing questions to guide students' inquiry and to help students think critically to form their own questions about their research topic. Technology is sometime used to demonstrate and model ways to use the resources and tools in the library and virtual environments.	Explanations are clear, coherent and precise. Used well-timed, individualized, strategies and language designed to actively encourage independent, creative and critical thinking. Consistently uses open-ended and probing questions to guide students' inquiry and to help students think critically as they formulate pertinent questions about their research topics. Accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. Technology is used effectively to demonstrate and model productive ways to use the resources and tools in the library and in virtual environments.
Examples	*SLMS asks the 3rd grade class, "Is Little Red Riding Hood fictional?" Without further discussion.*	*In a 9th grade ELA class, SLMS uses presentation software and lectures about website credibility. When asked about credibility of website urls such as .edu, .org, .com, etc., SLMS explains that .edu is the most credible without further explanation.*	*In a 6th social studies class, SLMS asks students to rank order the databases they would choose to begin their research project and support their ranking to assess their prior knowledge of library resources. Students will be able to access and navigate the resource.*	*SLMS demonstrates and models how to use an interactive bibliography site and then leads a class discussion using a model works cited page so students can analyze quality and accuracy of citations.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 1, 2, 4]

	Ineffective	Developing	killed	Accomplished
ADAPTING, ADJUSTING TO ENGAGE STUDENST IN LEARNING	Adheres to the instructional plan despite student understanding of interest. Fails to respond to students' questions. Is unable to guide students to appropriate engaging resources. Pace of lesson is too slow or too rushed. Expectations of students are low. Responses are rote with few students interested or intellectually engaged.	Attempts to modify the instructional plan when needed to accommodate students' questions and interests with moderate success. Use of diverse strategies is limited. Guides students to appropriate engaging resources that sometimes connect well with the content, learning goals, students' knowledge, backgrounds and experiences. Pace of the lesson may not provide students the time needed to be intellectually engaged. Expectations are inconsistent. Responses show minimal thinking allowing most students to be passive or merely compliant.	Promotes the successful learning of all students making minor adjustments to the instructional plan as needed to accommodate students' questions, needs and interests. Persists in seeking approaches for students who have difficulty learning, drawing on a varied repertoire of strategies. Guides students to appropriate engaging resources that usually connect well with the content learning goals, the students' prior knowledge backgrounds and experiences. Pace of the lesson is appropriate, providing most students the time needed to be intellectually engaged. Expectations for students are high and usually present. Responses show active intellectual engagement with most students challenged in their thinking.	Seizes an opportunity to enhance learning building on opportunities that arise from spontaneous events or students' learning styles, needs, and interests, abilities OR successfully adjusts and differentiates instruction to address individual student misunderstandings. Persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies, and soliciting additional resources from the school or community. Guides students to appropriate engaging resources that consistently connect with the content learning goals, the students' prior knowledge backgrounds and experiences. Pace of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Expectations for individual students are high and consistently present. Responses show actual intellectual engagement; virtually all students challenged in their thinking.

Ohio School Library Media Specialist – Teacher Evaluation Rubric

EXAMPLES	*SLMS presents a lesson on the Dewey Decimal system. SLMS asks questions such as "What is the DD # for sports?" Students respond using the information found on a poster hanging in the classroom. Students are not given an opportunity to explore the materials found in specific DD #s..*	*SLMS presents a lesson on how to access the school's e-book collection using the online catalog because students want to know how to check out their favorite fiction books. Students do not have time to practice checking out e-books.*	*In a collaborative research lesson with the social studies teacher, the SLMS demonstrates and engages in a discussion as to how to find credible and reliable resources for students' research projects.*	*In a collaborative research lesson with the health teachers in which students have self-selected into teams to research a significant health issue, the SLMS has each team select a social bookmarking tool such as Diigo to locate credible and reliable resources. Students must annotate the resource and include a reflection on its value to their understanding of the health issue.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 5]				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
CREATING THE ENVIRONMENT IN THE LIBRARY AND CLASSROOM	Efforts by the SLMS to create an environment that is conductive to inquiry and knowledge creation are characterized by the following: Interactions with students are negative, inappropriate or insensitive to students' dignity. Standards of conduct are not implemented. SLMS exhibits very little or no monitoring of student behavior. Routines and procedures that are either nonexistent or inefficient resulting in general confusion. Establishes a controlled and stifling environment.	Efforts by the SLMS to create an environment that is conductive to inquiry and knowledge creation are characterized by the following: Interactions with students are generally appropriate with occasional displays of insensitivity or unresponsiveness. Established standards of conduct that are inconsistently implemented. SLMS monitoring of students' behavior is uneven. Routines and procedures are established and followed with regular guidance and prompting. Established and maintains an attractive and inviting environment.	Efforts by the SLMS to create an environment that fosters student inquiry and knowledge creation are characterized by the following: Interactions with students are polite and respectful, and are appropriate to the cultural and developmental differences among groups of students. Established standards of conduct and implementation are consistent so most students follow the standards of conduct. SLMS responses are consistent, proportionate and respectful. Routines and procedures are established with students needing minimal guidance and prompting. Creates and maintains an attractive, inviting and flexible environment.	Efforts by the SLMS to create an environment that fosters student inquiry and knowledge creation are characterized by the following: Interactions with students are highly respectful and demonstrate sensitivity to students' cultures and levels of development. Standards of conduct established and implemented by SLMS and students so students follow the standards and self-monitor their own behaviors and that of others. SLMS monitoring is subtle and preventative. Routines and procedures are well understood and may be initiated by students. Creates and maintains an inviting, flexible, attractive and engaging environment.
Examples	*SLMS tells the students to "shut up."*	*SLMS comforts and deals with an incident of cyberbullying by telling the victim he will be OK tomorrow and does not address the actions of the bully.*	*SLMS consistently gives positive feedback to the students for self-monitoring their behavior in the library. When a student's loud talking disrupts a class working at a nearby computer lab, the SLMS relies on students sitting near the student to modify his/her behavior.*	*SLMS works with students to create an after school gaming club that involves visits to the public library to learn how to create games. This promotes conversations among the students about integrity and ethical behavior.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 3, 4]

	Ineffective	Developing	Skilled	Accomplished
ASSESSING STUDENT LEARNING	Employs little or no assessment or monitoring of student learning. Feedback is absent or poor. Rarely or ineffectively uses questions, prompts to diagnose evidence of learning. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Uses assessment sporadically to support instruction through some monitoring of progress in learning. Feedback to students is general. Inconsistently uses questions, prompts, to diagnose evidence of learning. Students are partially aware of the assessment criteria usd to evaluate their work, and few assess their own work.	Uses assessment regularly during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning. Questions, prompts, assessments to diagnose evidence of learning. Students appear to be aware of the assessment criteria and some of them engage in self-assessment.	Assessment is fully integrated into instruction through extensive use of formative assessment. SLMS and students provide accurate and specific feedback in a variety of ways to advance learning. Questions, prompts are used regularly to diagnose evidence of learning by individual students. Students appear to be aware of, and there is evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress.
Examples	*In a 3rd grade class, the SLMS does not use summative assessment to determine students' understanding of how to use the online catalog to find books for voluntary reading.*	*SLMS provides a resource checklist for 6th grade students to use with their explorer project for world history. The SLMS does not review the checklist to see what resources the students used.*	*A 9th grade class in PE and Wellness is completing a project on diet and nutrition. A rubric, created by the SLMS and the PE teacher, is provided for students to monitor their progress. The SLMS works individually with students engaging them in conversation to check their progress using the rubric.*	*A 5th grade class working on their favorite author project for ELA, compare a piece of their writing with the writing rubric and confer with the SLMS on how it could be improved. They also confer with the SLMS on the resources listed in their works cited.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 6, 7]

	Ineffective	Developing	Skilled	Accomplished
ETHICS, REFLECTION & PROFESSIONAL DEVELOPMENT	Fails to communicate clearly with the school community about the library program and its services. Fails to understand and follow regulations, policies, and agreements. Does not adhere to professional ethics of librarianship. Fails to demonstrate ability to accurately self-assess about the effectiveness of library services, resources, instructional strategies and to appropriately identify areas of professional growth.	Uses a variety of strategies to communicate with the school community about the library program, new resources and services. Understands and follows district policies and state and federal regulations at a minimal level. Is knowledgeable about the ethics of librarianship but inconsistently adheres/follows them. Identified strengths and areas for growth to develop and implement targeted goals for professional growth.	Uses effective communication strategies with the school community to keep them informed and to promote the use of the library program, new resources and services. Models and upholds district policies and state and federal regulations. Is knowledgeable about the ethics of librarianship and consistently adheres/follows them. Using data, sets short- and long-term professional goals and takes action to meet these goals.	Communicates effectively with the school community including outside libraries to keep them informed and employs evidence to promote the effectiveness of instructional efforts as well as communicate the development of the library program, new resources and services. Helps colleagues access and interpret laws and policies and understand their implications in the classroom. Through teaching and practice, demonstrates a commitment to the professional ethics of librarianship. Sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of services, resources, instructional strategies, and facilities.
Examples	*SLMS conducts an after-school session for teachers on new e-books but does not include an assessment to determine the effectiveness of the professional development.* .	*SLMS is aware of copyright but does not post signs in the library to inform teachers and students.*	*On the media center's website, the SLMS creates a Parent Portal that includes a variety of resources for parents to help their children with research. The SLMS also offers monthly sessions for parents on a variety of topics such as: Better Searching through Google; INFOhio Databases: What's New?; How to Get Your Child Research ready.*	*SLMS plans on assessing her library collection based on text complexity. SLMS attends several professional development sessions, including an online class offered by state association. Using her knowledge from targeted professional development, SLMS undertakes to analyze her library's collection for text complexity.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 7]

	Ineffective	Developing	Skilled	Accomplished
MANAGING THE LIBRARY BUDGET	Develops a budget proposal that inadequately reflects the needs of the library program.	Develops a budget proposal necessary to maintain the library program.	Develops a budget proposal necessary for a comprehensive library program.	Uses data to develop a budget proposal necessary for a progressive and comprehensive library program.
Examples	*SLMS does not include in her proposed budget the purchase of e-books despite teacher requests to do so.*	*SLMS does not include in his proposed budget resources or materials to engage ESL students.*	*SLMS anticipates the need for additional literary non-fiction texts with the implementation of the OLS and solicits specific titles from teachers and consults review sources.*	*SLMS uses data collected from students, teacher, and administrators about e-book readers before writing a grant to the local education foundation.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 6, 7]				
PLANNING AND EVALUATING LIBRARY	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
	No evidence of a plan to evaluate the instruction, program and services. .	Incomplete plan to evaluate the instruction, program and services.	Has a plan to evaluate the instruction, program and services. Uses data to assess effectiveness and adjusts instruction, program, services accordingly.	Has a comprehensive plan to evaluate the instruction, program and services. Uses plan and data collected; develops strategies to communicate with and involve stakeholders.
Examples	*SLMS does not survey students to determine how the physical space could be adapted to meet the increase in personal computing services.*	*SLMS has a plan to evaluate the library but does not include input from the school community.*	*SLMS has a plan to evaluate the library using survey data from teachers about his instruction but does not include input from the students.*	*SLMS seeks input from all stakeholders and works to incorporate input.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 7]

	Ineffective	Developing	Skilled	Accomplished
GROWING AND DEVELOPING PROFESSIONALLY	Fails to engage in professional development activities to enhance content knowledge or skill. Resists feedback on teaching performance from supervisors or colleagues. Does not participate in professional organizations. Fails to provide professional development to educational community.	Participates in professional development activities to enhance content knowledge or skill to a limited extent. Accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues. Limited participation in professional organizations. Uses professional development ideas in working with individual teachers.	Seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Welcomes feedback on teaching performance from supervisors and colleagues. Participates in various professional development opportunities and takes an active role in a professional organization. Provides professional development activities at faculty meetings and/or in-service programs.	Seeks out professional development activities and makes a systematic effort to conduct action research. Seeks out feedback on teaching performance from supervisors and colleagues. Assumes a leadership role in professional organizations. Publishes in a professional journal OR provides professional development to educational community such as professional conferences.
Examples	*SLMS does not read current literature on information, media and technology literacies; therefore is unaware of emerging trends in the field*	*SLMS provides a list of INFOhio resources at a departmental meeting but does not help teachers see connections to their own subject area.*	*SLMS attends annual conference or workshop and applies knowledge obtained at sessions to improve and enhance library programming*	*SLMS engages in professional development activity on using e-books as a way to increase student engagement and assess the veracity of this finding in her/his library.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 7]

	Ineffective	Developing	Skilled	Accomplished
MAINTAINING ACCURATE RECORDS	Does not maintain accurate or current records.	Maintains records. Inconsistently uses data from the records to guide decision-making. Inconsistently uses data from records.	Maintains accurate, reasonably current, and accessible records. Consistently uses data from records to guide decision-making. Consistently uses data from records and communicates it to the school community.	Maintains accurate, reasonably current, and easily accessible records. Intentionally uses data from records to guide decision-making. Intentionally uses data from records and communicates it to the school community and stakeholders.
Examples	*SLMS is unable to determine who has checked out the To Kill a Mockingbird audio-book.*	*SLMS seldom runs collection development reports to has an inaccurate assessment of the collection's age.* *Examples of records include the following: inventories of resources; circulation, equipment, as well as statistics of library and resource usage.*	*SLMS provides an annual report to the principal that includes library and resource usage statistics.* *Examples of records include the following: current catalog of resources; circulation records; an inventory of equipment; statistics of library and resource usage.*	*SLMS furnishes administrators with annual report of statistics and activities and is able to make correlations to student achievement and district goals.* *Examples of records include the following: current catalog of resources; circulation records; inventory of equipment; statistics of library and resource usage.*

Ohio School Library Media Specialist – Teacher Evaluation Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 2, 4, 7]

	Ineffective	Developing	Skilled	Accomplished
DEVELOPING AND MAINTAINING A COLLECTION OF RESOURCES	Makes new purchases of resources and equipment without weeding and assessing the collection of resources and equipment. Does not inventory the library collection Does not use an online integrated library system when it is available.	Inconsistently assesses, makes new purchases and weeds out the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. Inconsistently inventories the library. Inconsistently uses an online integrated library system when it is available.	Regularly assesses, makes new purchases and weeds out the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. Consistently inventories the library. Consistently uses an online integrated library system when it is available.	Solicits input from teachers, students and the school community. Consistently assesses, makes new purchases based on assessment data and weeds the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. Consistently inventories the collection and uses data to advocate for necessary monetary resources to maintain a collection responsive to changing instructional needs. Consistently used an online integrated library system when it is available.
Examples	*SLMS does not use review sources for material selection. SLMS makes no effort to participate in professional activities outside of school-sponsored in-service activities to learn about resources for instruction, organization and management of the collection.*	*SLMS uses review sources some of the time. SLMS makes limited effort to participate in professional activities outside of district-sponsored events to learn about resources for instruction, organization and management of the collection.*	*SLMS uses review sources that may include, but are not limited to AASL booklists, School Library Journal, Booklist, VOYA, Kirkus, Newberry-Caldecott Awards. SSLMS is a member of several school library associations (e.g., OELMA, AASL, ALA). SLMS attends professional library or technology conferences (e.g., eTech, ISTE, OELMA, Dublin Literacy) to learn about resources for instruction, organization and management of the collection.*	*SLMS uses knowledge of resources for instruction, organization and management of the collection to present at professional conferences OR is published in the field.*

APPENDIX E-6

Hubbard EVSD Career – Based Intervention Teacher Rubric

Professional Responsibilities				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Reflecting on practice	CBI Instructor does not reflect on practice/program, or the reflections are inaccurate or self- serving.	CBI Instructor's reflection on practice/program is moderately accurate and objective without citing specific examples. CBI Instructor offers only general suggestions as to how it might be improved.	CBI Instructor's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. CBI Instructor makes some specific suggestions as to how the CBI program might be improved.	CBI Instructor's reflection is highly accurate and perceptive, citing specific examples. CBI Instructor draws on an extensive repertoire to suggest alternative strategies.
Showing Professionalism	CBI Instructor displays dishonesty in interactions with colleagues, students, community businesses and the public; violates principles of confidentiality.	CBI Instructor is honest in interactions with colleagues, students, community businesses and the public; does not violate principles of confidentiality.	CBI Instructor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, community businesses and the public. Advocates for students when needed.	CBI Instructor displays high standards of honesty, integrity, and confidentiality. Advocates in the greater community for CBI. Takes a leadership role with colleagues.
Complying with District and departmental policies and procedures	CBI Instructor does not follow district policies and procedures.	CBI Instructor inconsistently follows district policies and procedures.	CBI Instructor consistently follows district policies and procedures.	CBI Instructor has strong commitment to district policies and procedures, assists in revising and developing policies and procedures and acts as a resource to colleagues.

Hubbard EVSD Career – Based Intervention Teacher Rubric

CBI Environment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Supervision of CBI activities and programs	CBI Instructor has no established guidelines to ensure that CBI programs run efficiently. CBI Instructor does not monitor staff/outside personnel that are helping with programs.	CBI Instructor's efforts to establish guidelines to ensure that CBI programs run efficiently are partially successful. CBI Instructor monitors sporadically staff/outside personnel that are helping with programs.	CBI Instructor's established guidelines to ensure that CBI programs run efficiently and are successful. CBI Instructor monitors staff/outside personnel helping with programs.	CBI Instructor has established clear guidelines for CBI programs allowing those helping with CBI programs to work independently. CBI Instructor's supervision is subtle and professional.
Creating an environment of respect and rapport	CBI Instructor's interactions with students, staff, businesses and families are frequently inappropriate and negative. No consideration of culture or level of development. Provides little or no information to families about the CBI program as a whole or the individual student.	CBI Instructor's interactions with students, staff, businesses and families are generally positive and appropriate, but sometimes display insensitivity or lack of responsiveness. Inconsistently and or ineffectively provides information to families about the CBI program as a whole or the individual student.	CBI Instructor's interactions with students, staff, businesses and families are positive, respectful, and appropriate to the situation. Consistently and effectively communicates with families about the CBI program as a whole or the individual student.	Students, staff, business partners and parents seek out the CBI Instructor, reflecting a high degree of comfort and trust in the relationship. The CBI Instructor is proactive in providing effective communication to families, school community, individual students about the CBI program through a variety of means.

Planning and Preparation				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Demonstrating knowledge of resources	CBI Instructor demonstrates little or no ability to identify resources needed for CBI program.	CBI Instructor demonstrates ability to identify needed resources, but no clear criteria on how to select or obtain appropriate resources.	CBI Instructor demonstrates ability to identify needed resources available to implement the CBI plan, selects resources based on criteria that meet the objectives.	CBI Instructor demonstrates extensive awareness of resources available for students through the school, district, and the community. CBI Instructor seeks out additional appropriate resources that benefit the school population and others in the district.

Hubbard EVSD Career – Based Intervention Teacher Rubric

Continuous Improvement				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	CBI Instructor does not monitor the effectiveness of the program.	The CBI Instructor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The CBI Instructor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	CBI Instructor demonstrates extensive awareness of resources available for students through the school, district, and the community. CBI Instructor seeks out additional appropriate resources that benefit the school population and others in the district.

APPENDIX F

CONTINUING CONTRACT REQUEST FORM

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

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

I hereby request consideration for a continuing contract:

_____
Print name here

_____
Signature

_____
Date

APPENDIX G

UNUSED PERSONAL LEAVE

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

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

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

_____ _____

Employee signature Date

Verification of Submission on Checkout Day:

_____ _____

Principal Date

APPENDIX H

Hubbard Exempted Village School District

Affidavit of Spousal Medical Coverage

Employee Name: _____ Name of Spouse: _____

Important: This form must be fully completed. Your response, or lack thereof, will impact your spouse's medical insurance coverage.

If you are a Hubbard Exempted Village School District employee who has elected medical insurance coverage for your spouse, you must complete the applicable sections of this form. If your spouse is employed, YOUR SPOUSE'S EMPLOYER must complete Section 2.

Section 1 – Spouse's Employment Information

Select one:

- ☐ My spouse is employed at an employer other than the Hubbard Exempted Village School District
- ☐ My spouse is also employed at the Hubbard Exempted Village School District
- ☐ My spouse is self-employed and/or his/her business does not offer medical insurance coverage
- ☐ My spouse is retired and is eligible for retiree medical insurance benefits or Medicare
- ☐ My spouse is not employed or retired

I understand that should my spouse's employer indicate that my spouse is eligible for his/her employer's medical coverage, at a cost of $325 per month or less, and my spouse is not enrolled, my spouse is not eligible for the Hubbard Exempted Village School District's Medical Insurance plan. If my spouse is enrolled in his/her employer's medical coverage, that coverage is considered primary, and my spouse may not remain on the Hubbard Exempted Village School District's Medical Insurance plan as secondary coverage.

Section 2 – Employer Certification of Spouse's Medical Insurance Coverage

NOTE: This section must be completed in full by your spouse's employer.

1. __YES __ NO Is the spouse named above eligible for medical insurance coverage through his/her employment with you?
2. __YES __ NO If "Yes" to question #1, is the individual monthly employee premium contribution less than $325 per month for any medical and prescription drug plans offered to the employee?
3. __YES __ NO Is the spouse named above currently enrolled in medical insurance benefits through his employment with you?

Name of Employer: _____ Phone: _____

Name of Representative (printed): _____ Title: _____

Signature of Representative: _____ Date: _____

Section 3 – Employee Acknowledgement – Must Be signed by the Hubbard EVSD Employee

I certify under penalty of perjury that the information stated above is true, correct and current. I understand as an employee of the Hubbard Exempted Village School District, that willful falsification of information on this affidavit may lead to disciplinary action, up to and including termination.

If my spouse's employment status changes, I understand that I must notify the district treasurer within 30 days of that change. If an employee or dependent, or anyone acting on behalf of either, makes a false statement or withholds relevant information which result in providing coverage or payment of a claim or claims which would not otherwise have been provided or paid, the employer, its insurer, or assignee may recover from the person responsible or from the person for whom the benefits were paid, any amounts wrongfully paid, including legal fees.

_____ _____

Employee Signature **(required)** Date

APPENDIX I

Hubbard Exempted Village School District
Waiver of Medical Coverage Election Form

HEA: Article XVIII – Insurance & Hospitalization, Section I – Waiver of Coverage
OAPSE: Article 11 – Insurance Benefits, Section H – Waiver of Coverage:

An employee who elects not to be covered under the Board's group health insurance plan must declare such election in writing to the District Treasurer before July 1 to opt out for the following school year, and submit proof of coverage by another plan outside of the District, including the date of enrollment.

If the employee's election of no coverage remains in effect until the following August 31, the employee shall be paid a lump sum of one thousand two hundred dollars ($1,200). If opting out is selected by a member, insurance coverage with the Board shall cease effective September 1, or upon enrollment/qualifying event according to the outside plan.

Employees hired to the District on or after July 1 but before September 30 shall have a period of two (2) weeks to decide to opt out of Board-provided insurance coverage for the remainder of the school year and be paid the entire amount, subject to the above provision(s). Employees hired after September 30 who elect not to be covered by the Board's group health insurance within two (2) weeks of employment shall receive a pro-rated amount, subject to the above provision(s).

Where both spouses are employed by the District and one spouse has opted out of coverage in accordance with this Section, one spouse shall receive a lump sum payment of $600 pursuant to this Section.

Employee Acknowledgement – Must Be signed by the Hubbard EVSD Employee

Please Initial:

_____ I wish to waive coverage under the Board's group health insurance plan for the 202_ - 202_ school year.

_____ I have attached or will submit proof of coverage by another plan outside of the District, including the date of enrollment. I understand that I will not receive the $1,200 payment until this documentation is received by the Treasurer's office.

_____ My spouse is also employed by the District. I wish to opt out of coverage in accordance with this Section, and wish to receive the lump sum payment of $600.

I have read and understand the information stated above, which is also included in the HEA and OAPSE collective bargaining agreements. I understand as an employee of the Hubbard Exempted Village School District, that willful falsification of information on this affidavit may lead to disciplinary action, up to and including termination.

Employee Name

Employee Signature **(required)** Date