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AGREEMENT

BETWEEN THE

HUBBARD EDUCATION ASSOCIATION

AND

HUBBARD EXEMPTED VILLAGE
SCHOOL DISTRICT
BOARD OF EDUCATION

June 30, 2011 – June 30, 2014

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OPERATING AGREEMENT

This Agreement dated June 30, 2011, 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 personnel employed by the Board exclusive of casual, day-to-day substitute teachers 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 Employee in the bargaining unit defined in ARTICLE II.B of this Agreement.

Entry Year Teacher: A term used to identify teachers who graduate from an educational training program after 2001 and receive a provisional license, but who are completing Ohio's program to qualify for a professional license. Term may be up to 2 years.

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

HPDC: Hubbard Professional Development Committee. 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 entry year 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.

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

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

Tutor: A certified employee employed on an hourly as-needed basis. (See Article XXXI.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(s) 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 effecting 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 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 on a matter or matters being negotiated, either party may declare impasse and request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. If the parties are unable to reach an agreement after a mediation period of thirty (30) 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, Administrative Assistant, Building Principal and Assistant Principal.
4. "Days" shall mean teacher contract days.
5. "Grievance" shall mean a complaint by an Employee(s) alleging that there has been a violation, misinterpretation, misapplication of the terms of this Master Contract.
6. "Grievant" shall mean an Employee(s) 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 HEA President and/or building representative may sign the grievance form.
7. "Grievance Committee" shall mean three (3) Employees and a chairperson appointed by the President of the Association.

C. Representation

A grievant may elect to be accompanied by a representative of the Association at 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 will afford a reasonable opportunity for all persons so entitled to attend.

E. Grievance Procedure

1. Step 1 (Informal)

Before submission of a formal grievance, the grievant must attempt to resolve the complaint informally by meeting to discuss the matter with the appropriate Administrator. The grievant shall inform the Administrator at such meeting that he/she is pursuing the informal stage of the grievance procedure.

2. Step 2

If the matter is not resolved to the grievant's satisfaction in the informal discussion with the Administrator, the grievant may present the matter to the Grievance Committee, which shall complete the Grievance Report Form, Step 2. This form shall be presented to the appropriate Administrator fifteen (15) days after the occurrence of the events or conditions on which the grievance is based. On the Grievance Report Form, 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 Grievance Committee shall be held within five (5) 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) days from the date of said meeting.

3. Step 3

If the grievance is not satisfactorily resolved in Step 2, the Grievance Committee shall complete the Grievance Report Form, Step 3 and submit same to

the Superintendent within five (5) days of the receipt of its disposition at Step 2 level. Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant and the Grievance Committee. Within five (5) days of the meeting, the Superintendent will write his/her decision and forward a copy to the grievant and the Grievance Committee. If the appropriate Administrator in Step 2 is the Superintendent, Step 3 will be omitted and grievant will proceed to Step 4.

4. Step 4

If the grievance is not satisfactorily resolved in Step 3, the Grievance Committee shall complete the Grievance Report Form, Step 4, and submit same to the President of the Board (via the Treasurer) within five (5) days of the receipt of the Superintendent's decision. Within twenty-one (21) days from receipt of the Grievance Report Form or at its next regularly scheduled meeting, the Board, the Superintendent, the grievant and the Grievance Committee will meet in executive session and discuss the issue(s). The Board will give its decision within five (5) days in writing to the grievant and the Grievance Committee.

5. Step 5

If the grievance is not satisfactorily resolved in Step 4, the Grievance Committee shall have the exclusive right to decide if a grievance should or should not have a hearing before an arbitrator by completing Grievance Report Form, Step 5. The Grievance Committee's request for arbitration shall be made within five (5) days following the receipt of the disposition of grievance in Step 4. The grievant's request for arbitration shall be by certified mail with return receipt requested to the President of the Board or his/her designated representative or hand delivery to the Treasurer for the President of the Board. Within five (5) days following receipt by the President of the Board of the Grievance Committee's request for arbitration, the Board or its designated representative and the Grievance Committee shall mutually petition 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.

- a. The selection of the arbitrator shall be made within five (5) days of the receipt by both sides of the list of possible arbitrators. 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.
- b. 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.
- c. 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.
- d. A decision on the grievance will be issued within thirty (30) days of the hearing, unless mutually agreed upon by the parties. 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.

- e. 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, any site costs (i.e. room charges, if any) and substitute costs. Substitute costs are those costs resulting from the attendance of the person or persons given time off to attend the hearing pursuant to paragraph f. below.
- f. When the Grievance Committee decides that a grievance should be heard before an arbitrator, the H.E.A. President, the grievant, or in the case of more than one person filing the same grievance, one representative, shall be given time off without loss of pay or fringe benefits to attend 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. 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 nine (9) meetings per school year called by the administration. 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 desk, cupboard, filing cabinet, or other storage cabinet which locks, and a key to the classroom.
- E. The school year shall consist of one hundred eighty-two (182) teacher days. Of those 182 days, one full day and ½ day shall occur at the beginning of the school year and be designated as teacher in-service days. The time on the full day shall be utilized at the discretion of the administration (meetings, etc.) and the time of the ½ day shall be utilized at the discretion of the teacher (work in their rooms, etc.) One ½ day shall occur at the end of the school year. The school calendar will include NEOEA Day as an Employee non-contract day.
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. 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. 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.

In addition, the Board will permit the children of teachers residing in Pennsylvania who maintained enrollment in the District throughout the 2004-2005 school year to continue tuition free attendance at HEVSD, provided that such attendance is continuous, i.e., any break in enrollment will result in a tuition obligation upon subsequent re-enrollment.

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. Special Needs Students

Each teacher with responsibility for the education of a student on an IEP or 504 Accommodation Plan shall receive a copy of the 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.

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 disabled students 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 – 0.444 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 future accumulations or deducted from the employee's final check if the employee is no longer with the Hubbard Schools and 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.
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 semester (not using any Sick Leave or Personal Leave) shall be paid a bonus of two hundred dollars (\$200) at the end of each semester. Members may be eligible to receive the bonus for each semester. Only regular full-time members who complete a full school year shall be eligible for the bonus provided in this section. 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 will receive 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.
 - 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 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.

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. 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 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.

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 Leave

1. 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.

2. Return from Unpaid Leave(s)

No employee granted an unpaid leave of absence shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. 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.

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 maternity 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:

1. Death of a bargaining unit member
2. Retirement of a bargaining unit member
3. Resignation of a bargaining unit member
4. Termination of a bargaining unit member's contract
5. Nonrenewal of a bargaining unit member's contract
6. Creation or restoration of a bargaining unit position
7. 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 shall be posted for seven (7) days by means of a notice posted in all school buildings within the system on the official office bulletin board; or, in the summer months, by notices being distributed with paychecks and by email. For postings occurring after August 10, the Board will utilize the District website and attempt to make telephone contacts.

1. Administrative and supervisory vacancies, other than superintendent and/or treasurer, shall be posted in a similar 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, before any posting, the Board will first consider the qualifications of any interested part-time teacher or long-term substitute who is certified/licensed for the position before considering other candidates.
- D. A request to transfer to another teaching position must be made in writing to the current building principal if a vacancy occurs in the desired position. The administration will consider all such requests for transfer or change in assignment.
- E. All qualified applicants from within the system 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.
- F. 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. Neither the provisions of Article XIV - Employee Evaluation, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.
6. Beginning with the 61st day of employment, a long-term substitute shall be placed on the BA-0 step 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.E.

G. Employment of Retired Teachers, including those 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 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 employed or re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement.
2. A "retired" teacher eligible to receive health insurance benefits through STRS and who is employed or re-employed by the Board must agree to waive any and all right to such coverage as a condition of employment (or re-employment) in addition to eligibility for any opt-out amounts that might otherwise

be payable for such coverage and that such teachers will be required to execute an appropriate waiver declining the Board's coverage and eligibility for an opt out, if any, upon such employment or re-employment. Hubbard teachers employed or re-employed in retirement will be eligible to participate in the Board's health insurance coverage (single coverage only) on par with any other teacher as specifically provided for in this Agreement.

3. Salary placement for years of service granted for retired teachers employed by the Board shall be at Step 2 on the appropriate educational column of the salary schedule. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
4. Seniority for retired teachers newly hired by the Board as well as for Hubbard teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.
5. 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) 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 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 employed or re-employed by the Board. Retired teachers employed by the Board may neither donate to, utilize or otherwise participate in the sick leave bank.
8. Teachers employed by the Board after retirement will be given one-year limited contracts only, and such

individuals are not subject to the evaluation provisions of the collective bargaining agreement. 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 Sections 3319.11 and 3319.111 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 July 15. Where such changes occur after that date, 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.
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. EMERGENCY SUBSTITUTION

- A. Only in a situation deemed an emergency will a staff member be requested to assume the role of a substitute teacher.
- B. When a staff member is requested by the Building Principal 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 emergency substitution 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.
- D. 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. 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. 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 nonrenew 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. The most important purpose of evaluation is to improve the effectiveness of the individual, to inspire personal growth, and to shape a successful career in education.

Both the individual and the Association recognize that a second important purpose of evaluation is to provide the individual with opportunities to tangibly demonstrate that he/she is successfully performing his/her contractual duties, thereby exhibiting accountability to the public whose representatives employed him/her. Evaluation timelines in

the contract shall supersede the evaluation timelines in O.R.C. 3319.111.

B. Continuing Contract Employees

All employees on continuing contract status shall be evaluated at least once every third year and shall be given a copy of any observation report within 10 days of the observation and any evaluation report given within 15 days of the final observation of the evaluation series. If there are no deficiencies, the employee may waive the post-evaluation conference. Continuing contract employees found to have deficiencies shall be evaluated each year until the deficiencies are corrected.

C. Limited Contract Employees

In the procedure of evaluation written by the administration, provisions will be made that:

1. All Employees not on continuing contract status will be evaluated at least twice per school year. A minimum of one thirty (30) minute observation and one fifteen (15) minute observation are required for each evaluation. The first evaluation will be held no later than January 15 and the written report made available to the Employee by January 25. The second evaluation will be completed between February 1 and April 5 and the written report made available by April 10.
 - a. Included in this Article shall be only those substitute teachers who teach 120 days or more in a school year in one assignment if hired prior to December 1. Substitute teachers hired after December 1 and/or who teach less than 120 days shall be considered automatically non-renewed at the end of their service or the end of the school year, whichever occurs first.
2. These written reports will include specific recommendations regarding any improvements necessary in the teacher's performance and the means by which the teacher may obtain assistance in making such improvements.

3. The Employee shall receive a copy of any written observation report within ten (10) working days of the observation. The Employee shall receive a copy of each evaluation within fifteen (15) working days of the final observation in each evaluation sequence. The administrator shall personally deliver each evaluation to the Employee at a conference held for the purpose of reviewing each evaluation. If the Employee is not in attendance at school, each evaluation may be mailed, certified mail, to the Employee's address as recorded in the Board office, postmarked no later than the deadline stated in Article XIII.C.1. It shall be considered received at such time as the teacher receives each evaluation at the conference or when it has been delivered into the U.S. mail via certified mail. Any deficiencies and written plan to correct those deficiencies will be discussed at the conference with the Employee if the Employee is in attendance. The evaluation shall be signed by the Employee. The purpose of the signature is only to prove that the Employee has seen the evaluation and not that the Employee necessarily agrees with the evaluation.
- D. Other deficiencies regarding the Employee's failure to adhere to reasonable work rules, or other documented deficiencies not noted during the formal observation, must be put in writing and provided to the Employee within three (3) work days after the evaluator's actual knowledge of the deficient performance, failure to adhere to reasonable work rules, or other deficiencies, but not later than the date of the Employee's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies/failures and shall include a reasonable time period for correction.
 - E. In order to clarify his/her viewpoint on a classroom observation and/or other evaluation comments, the Employee has the right to attach to his/her evaluation a response to any comments in the evaluation. Both evaluations are to be placed together in the Employee's file, signed by both parties which indicates receipt only.
 - F. Upon prior notification, an Employee may be accompanied by another bargaining unit member at meetings with the administration under this Article.

G. Pre-Conference Meeting

The principal shall notify the teacher of the date and time of a pre-conference meeting, which shall be scheduled during the teacher's planning period.

H. Miscellaneous

The absence of an employee for any reason, which hinders the Board's ability to meet the schedules contained in this Article, will not result in a determination that the District did not meet its deadline. The scheduled evaluation, conference or observation will be continued until the next available date which the employee will be present or by agreement between the employee and the evaluator.

ARTICLE XV. FAIR DISMISSAL POLICY

A. An Employee, not on continuing contract status, whom the Board has determined to nonrenew, 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. First year probationary employees, hired after August 1, 2008, are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before April 30. 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 four (4) full years service in the Hubbard Schools as Employees are granted the following rights: nonrenewal of contract shall be preceded by written notification to the Employee from the Board stating the intent to consider nonrenewal of contract and the reasons for such consideration. Reasons for nonrenewal shall be based upon the Employee's evaluation. Employees being so notified for either termination of contract or nonrenewal of contract shall be given the opportunity to address the Board, with counsel, prior to any official action of the Board.
 4. Any probationary employee as designated in Article XV.A.2 above, if needed, shall be placed on a Probationary Employee Action Plan as developed by the HEA and the Board of Education. The Action Plan form is Appendix G of the Master Agreement.
- 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 nonrenewal.
 - 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 April 30th. 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 April 30th, 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 1st, 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 and to Employees who have greater seniority. 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.
- C. The Board, or designee, will keep the Association's representative informed regarding the reason for the need for staff reduction.
- D. Employees who may be affected by a reduction will be given notice no later than April 30th.
- 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. Suspension of Contracts

Reductions not achieved through attrition will be made by suspending limited contracts of employment.

- a. Limited contract Employees shall be reduced by using the following criteria listed on the basis of priority.

- 1. Limited contract Employees will be selected for retention or suspension on

the basis of seniority and certification/licensure.

2. Employees certified/licensed in more than one area shall have the right to activate another area already on file to displace an Employee with less seniority in the said area of proper certification/licensure.

b. Continuing contract Employees may be reduced only after reduction of all limited contract Employees having the same certification/license area. Reduction of the continuing contract staff shall be with the following criteria given priority:

1. Continuing contract Employees will be selected for retention or suspension on the basis of seniority and certification/licensure.

3. Provisions

a. Employees whose contracts have been suspended as a result of staff reduction shall be recalled in inverse order of being suspended, provided the Employee is certified/licensed and qualified for the position.

b. Employees whose limited contracts are suspended will remain on a recall list through August 31 of the second year following the calendar year in which the staff reduction occurred unless:

1. The Employee resigns.

2. 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.

- c. The Board shall give written notice of recall by certified mail. It shall be the responsibility of each Employee to notify the Treasurer of the Board of any change of address.
- d. Within ten (10) days of the receipt of a written offer to return to employment, the Employee shall accept the position by replying in writing to the Superintendent of Schools or it shall be determined that the teacher has declined the position, and will be removed from the recall list as discussed in 3.b.2 above.
- e. Employees returning to employment after reduction in staff shall resume their previous contract status.
- f. Employees unemployed due to reduction shall have salary and fringe benefits suspended for the duration of the layoff period.
- g. Any Employee who has been released through reduction-in-force shall, if he/she desires, be placed on the substitute list.
- h. 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.

4. Definitions

- a. 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 nonrenewal will interrupt continuous service.

- b. 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.
 - c. 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.
 - d. 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

coverage 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 be employed on a full-time contract as stated in Article II, D. and Article VI, E.
- 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 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.

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, eg., 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.

ATTACHMENT "A"

DESCRIPTION OF PROGRAM DESIGN:

Refer to insurance card.

DESCRIPTION OF COST SHARING ASSUMPTIONS:

Employees shall be required to assume 6% in the first year, 7% in the second year, 10% in the third year, of the cost of the District's health care premium costs, to be paid through regular payroll deduction. Employee contributions shall be based on a 4-tier premium payment as follows:

- 1) Employee only
- 2) Employee + spouse or Employee + 1 child
- 3) Employee + 2 or more children
- 4) Employee + spouse and children

INSURANCE INFORMATION

1. PPO provided by United Healthcare

PLAN DESIGN MODIFICATIONS

Deductibles	\$300/\$600
Coinsurance	90%
Out of Pocket	\$500/\$1000
Office visit	\$20.00

PRESCRIPTION COVERAGE

Retail (30 Day Supply)	
\$10	Generic
\$30	Formulary
\$50	Non-Formulary

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

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 in cash for the value of his/her accrued unused sick leave credit. 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 first retirement payment has been received from the State Teachers Retirement System. 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.

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. Persons who have credit union loan repayments or tax sheltered annuity programs will not be eligible for prepayment. An exception to the foregoing may be made by the Superintendent if the individual's annuity company will accept prepayment.

- 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 distributed at the individual building level in a sealed envelope. During the summer break, direct deposit verification information will be emailed to the school email account 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 will be mandatory for all employees for all payrolls occurring on or after September 1, 2005.
- 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, with the base salary for the years 2011-2012, 2012-2013, 2013-2014 as follows:

<u>YEAR</u>	<u>BASE</u>
2011-2012	\$32,478 (0%)
2012-2013	\$32,478 (0%)
2013-2014	\$32,478 (0%)

Salary longevity step advancement will be granted the first year of the contract ONLY. Horizontal educational step movement will be recognized in years 2 and 3. It is expressly acknowledged that when vertical step progression is reinstated, such movement will result from where an employee stopped and there will be no more than one vertical step permitted upon reinstatement.

The parties agree that prior to the 2013-2014 contract year, a meeting will be held between the Association President and Superintendent to review District finances. In the event that deficit spending has been contained and revenues have improved significantly from the base year of FY 2010, the parties agree to reopen negotiations for the limited purpose of addressing salary and benefits for 2013-2014. The Association reserves the right to unilaterally waive any discussion relating to the potential reopening of the Contract.

ARTICLE XXII. SALARY SCHEDULE REGULATIONS

A. Schedule

This salary schedule is based upon one hundred eighty-two (182) 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 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.

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 Degree Plus Thirty (30) Hours

In order to qualify for this column, candidate must hold a Masters 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 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 \$150.00 per quarter hour and/or \$200.00 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 H 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.

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

	0-2	3-5	6th
Art Club	1.5	2.75	4.0
Band	22.0	23.25	24.5
Assistant	12.0	13.25	14.5
Pep Band	4.0	5.25	6.5
Majorette Advisor	5.0	6.25	7.5
Flag Line Advisor	5.0	6.25	7.5
Business Club	1.5	2.75	4.0
Chorus (H.S.)	4.0	5.25	6.5
Class Advisor			
Senior	2.0	3.25	4.5
Junior	4.0	5.25	6.5
Sophomore	2.0	3.25	4.5
Freshman	2.0	3.25	4.5
Speech			
Head	10.0	11.25	12.5
Assistant	6.0	7.25	8.5
Fall Play Director	3.0	4.25	5.5
Ecology Club	1.5	2.75	4.0
Future Teachers of America	1.5	2.75	4.0

Health Coordinator	2.5	3.75	5.0
Language Clubs			
French	1.5	2.75	4.0
Spanish	1.5	2.75	4.0
Sign Language	1.5	2.75	4.0
Math Counts	1.5	2.75	4.0
National Honor Society	1.5	2.75	4.0
Prep. Bowl (HS-1)(MS-1)	1.5	2.75	4.0
S.A.D.D.	1.5	2.75	4.0
Newspaper (HS)	8.0	9.25	10.5
Spring Musical Director	6.0	7.25	8.5
Assistant	3.0	4.25	5.5
Accompanist	1.5	2.75	4.0
MS Play Director	1.5	2.75	4.0
Elementary Evening			
Music Coordinator	1.5	2.75	4.0
Student Council			
High School	12.0	13.25	14.5
Middle School	10.0	11.25	12.5
Yearbook Advisor (HS)	8.0	9.25	10.5
Yearbook Advisor (MS)	4.0	5.25	6.5
Help Club Advisor	1.5	2.75	4.0
Video Production	12.0	13.25	14.5
Science Fair (HS-1)(MS-1)	1.5	2.75	4.0
Mock Trial (HS-1)	1.5	2.75	4.0
History Day (HS-1)(MS-1)	1.5	2.75	4.0

3. Sports

	0-2	3-5	6th
Ticket Manager	15.0	16.25	17.5
Baseball			
Head	13.0	14.25	15.5
Varsity Asst.	10.0	11.25	12.5
Ninth Grade	8.0	9.25	10.5
Basketball, Boys			
Head	22.0	23.25	24.5
Varsity Asst.(J.V.)	12.0	13.25	14.5
Ninth Grade	12.0	13.25	14.5
Eighth Grade	10.0	11.25	12.5
Seventh Grade	10.0	11.25	12.5
Fifth/Sixth (1)	4.0	5.25	6.5
Basketball, Girls			
Head	22.0	23.25	24.5
Varsity Asst.(J.V.)	12.0	13.25	14.5
Ninth Grade	12.0	13.25	14.5
Eighth Grade	10.0	11.25	12.5
Seventh Grade	10.0	11.25	12.5
Fifth/Sixth (1)	4.0	5.25	6.5
Cross Country, Head	6.0	7.25	8.5
Cheerleader			
Varsity	15.0	16.25	17.5
Freshman	8.0	9.25	10.5
Seventh/Eighth Grade (1)	8.0	9.25	10.5

	0-2	3-5	6th
Football			
Head	22.0	23.25	24.5
Varsity Asst.	12.0	13.25	14.5
Sophomore	12.0	13.25	14.5
Freshman	12.0	13.25	14.5
Eighth Grade	12.0	13.25	14.5
Seventh Grade	12.0	13.25	14.5
Trainer	12.0	13.25	14.5
Equipment Mgr.	6.0	7.25	8.5
Golf			
Head Boys	6.0	7.25	8.5
Head Girls	6.0	7.25	8.5
Soccer			
Head Boys	15.0	16.25	17.5
J.V. Boys	10.0	11.25	12.5
Seventh/Eighth Boys (2)	8.0	9.25	10.5
Head Girls	15.0	16.25	17.5
J.V. Girls	10.0	11.25	12.5
Ninth Girls	10.0	11.25	12.5
Seventh/Eighth Girls (2)	8.0	9.25	10.5
Softball			
Head	13.0	14.25	15.5
J.V.	10.0	11.25	12.5
Ninth	8.0	9.25	10.5
Swimming (Boys/Girls)			
Head Boys and Girls	14.0	15.25	16.5
J.V.	11.0	12.25	13.5
Diving	2.5	3.75	5.0
Track, Boys/Girls			
Head Boys and Girls	14.0	15.25	16.5
Varsity Asst. (2)	8.0	9.25	10.5
Seventh/Eighth (2)	8.0	9.25	10.5
Volleyball			
Head	15.0	16.25	17.5
Assistant	10.0	11.25	12.5
Ninth Grade	8.0	9.25	10.5
Eighth Grade	8.0	9.25	10.5
Seventh Grade	8.0	9.25	10.5
Weight Training			
Fall (Sept.-Nov.)	5.0	6.25	7.5
Winter (Dec.-Feb.)	5.0	6.25	7.5
Spring (March-May)	5.0	6.25	7.5
Summer (June-Aug.)	5.0	6.25	7.5
Wrestling			
Head	15.0	16.25	17.5
Assistant	10.0	11.25	12.5
Seventh/Eighth (1)	8.0	9.25	10.5
Bowling			
Head Boys	6.0	7.25	8.5
Head Girls	6.0	7.25	8.5

B. The percentages set forth above are percentages of the base Bachelors Degree starting salary.

C. The Board may add supplemental positions and delete current supplemental positions. Such new positions will be compensated at a rate negotiated with the bargaining unit.

1. Only open supplemental positions shall be posted. All postings shall be in accordance with Article VIII. B. Bargaining unit members shall be given the opportunity to apply for open supplemental positions. A supplemental position held by an incumbent who is going to be re-employed by the Board for that position is not considered an open supplemental position and shall not be posted. In filling open positions, the Board will select the most qualified applicant. If the qualifications of more than one of the applicants under final consideration are deemed equal, preference will be given to internal applicants.

2. Supplemental contracts are automatically non-renewed at the expiration of their term (i.e. the end of the academic year). However, the determination as to whether the Board intends either to reappoint an interested incumbent to a supplemental position for the coming year, or to post the position as open, shall be communicated to the incumbent as soon as possible, but no later than July 15 of each academic year of the contract. For athletic positions, such communication of the Board's intent will be made, if possible, to the incumbent through the office of the Athletic Director, within forty-five (45) days of the official end of the sport's season. Upon request, bargaining unit members notified of the Board's intention not to renew their supplemental contract will be provided with written reasons by the appropriate administrator (Building Principal, Athletic Director, etc.). Such reasons may not be arbitrary, capricious or unreasonable.

D. 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 teacher 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 Employees shall be paid \$25.00 per hour for the time spent for home instruction.

B. Summer School/After School/Intervention

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

Once State Guidelines are implemented, both parties agree to meet and establish a Memorandum of Understanding.

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. Three (3) copies of all School Board minutes shall be available to the Association 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. Records

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. Calendar

The calendar shall be discussed and a suggestion made by the Labor/Management Committee.

- 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:
 - a. Sixty (60) days employment in a bargaining unit position which shall be the required probationary period, or
 - b. 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, four 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, with two (2) representatives per building being selected annually by the Association in accordance with the Association Constitution. Non-bargaining unit members of the HPDC will be appointed by the Superintendent. Teacher vacancies shall be filled in the manner of original appointment.

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 \$500 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 \$250 stipend or the chairperson may elect to receive a stipend of \$1,000 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 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 any body 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.

ARTICLE XXIX. FILING AND MAINTENANCE OF TEACHING CERTIFICATES

- 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.

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, one hundred seventy-five (175) copies of this Agreement shall be reproduced as agreed by the Board and the Association. The Board shall distribute copies to the Board members and the Administration. The Association shall distribute one (1) copy to each teacher. The cost of printing any excess copies shall be shared equally by the Board and the Association. The copy of the Agreement shall be a size that may be carried in a pocket or handbag of a staff member.
- 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 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. Full-time LD tutors were grandfathered into the bargaining unit through the grievance procedure and are to be provided with the conditions set forth in this contract.
- C. 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.

- D. The Association encourages employees to be in attendance, when practical, on calamity days if the building is open and administrators are in attendance.
- E. The parties agree that a component of professionalism relates to appropriate employee dress and appearance.

ARTICLE XXXII. DURATION

This contract shall be effective at 12:01 a.m. June 30, 2011 and shall continue in full force and effect through 11:59 p.m. June 30, 2014.

HUBBARD EDUCATION ASSOCIATION

By *Laura McChesney*
Negotiations Team Chairperson

Patricia R. Petrusko
President, HEA

**BOARD OF EDUCATION
HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT**

By *Frank Minetta*
President

Richard J. Buchene
Superintendent

Rhonda Baldwin
Treasurer

Date Signed 5/26/11

APPENDIX A-HUBBARD SALARY SCHEDULE 2011-2014

EXP	BA	BA + 15	MA	MA + 30
0	32478 1.000	34264 1.055	36051 1.110	37837 1.165
1	34264 1.055	36051 1.110	37837 1.165	39623 1.220
2	36051 1.110	37837 1.165	39623 1.220	41409 1.275
3	37837 1.165	39623 1.220	41409 1.275	43196 1.330
4	39623 1.220	41409 1.275	43196 1.330	44982 1.385
5	41409 1.275	43196 1.330	44982 1.385	46768 1.440
6	43196 1.330	44982 1.385	46768 1.440	48555 1.495
7	44982 1.385	46768 1.440	48555 1.495	50341 1.550
8	46768 1.440	48555 1.495	50341 1.550	52127 1.605
9	48555 1.495	50341 1.550	52127 1.605	53913 1.660
10	50341 1.550	52127 1.605	53913 1.660	55700 1.715
11	52127 1.605	53913 1.660	55700 1.715	57486 1.770
12	53913 1.660	55700 1.715	57486 1.770	59272 1.825
13	55700 1.715	57486 1.770	59272 1.825	61059 1.880
14			61059 1.880	62845 1.935
18	57486 1.770	59272 1.825	62845 1.935	64631 1.990
23	59272 1.825	61059 1.880	64631 1.990	66418 2.045
27	61059 1.880	62845 1.935	66418 2.045	68204 2.100

**APPENDIX B
PAYROLL CALENDAR**

2011-2012	2012-2013	2013-2014
9/2/2011	9/7/2012	9/6/2013
9/16/2011	9/21/2012	9/20/2013
9/30/2011	10/5/2012	10/4/2013
10/14/2011	10/19/2012	10/18/2013
10/28/2011	11/2/2012	11/1/2013
11/11/2011	11/16/2012	11/15/2013
11/23/2011	11/30/2012	11/29/2013
12/9/2011	12/14/2012	12/13/2013
12/22/2011	12/28/2012	12/27/2013
1/6/2012	1/11/2013	1/10/2014
1/20/2012	1/25/2013	1/24/2014
2/3/2012	2/8/2013	2/7/2014
2/17/2012	2/22/2013	2/21/2014
3/2/2012	3/8/2013	3/7/2014
3/16/2012	3/22/2013	3/21/2014
3/30/2012	4/5/2013	4/4/2014
4/13/2012	4/19/2013	4/18/2014
4/27/2012	5/3/2013	5/2/2014
5/11/2012	5/17/2013	5/16/2014
5/25/2012	5/31/2013	5/30/2014
6/8/2012	6/14/2013	6/13/2014
6/22/2012	6/28/2013	6/27/2014
7/6/2012	7/12/2013	7/11/2014
7/20/2012	7/26/2013	7/25/2014
8/3/2012	8/9/2013	8/8/2014
8/17/2012	8/23/2013	8/22/2014

APPENDIX C

HUBBARD EDUCATION ASSOCIATION

GRIEVANCE FORM

Name of Grievant _____ Assignment _____

Building _____ Date _____

FORMAL GRIEVANCE STEP 2

A. Date Grievance Occurred _____

B. Met informally at Step 1 with: _____ Date: _____

C. Members of the Grievance Committee: _____

D.1. Statement of Grievant*
(Include the 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:

Signatures of Grievant and Grievance Committee Chairperson: _____

_____ Date _____

E. Disposition by the Principal _____

Signature

Date

Note: Must be filed within 15 days of occurrence.

*Attach additional pages as necessary.

SUPERINTENDENT LEVEL - STEP 3

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

Signatures of Grievant and Grievance Committee Chairperson

_____ 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 2 to this form.

**Attach additional pages as necessary.

NOTE: FILE WITHIN 5 DAYS OF RESPONSE AT STEP 2 OR 15 DAYS FROM DATE OF HEARING (WHICHEVER IS EARLIEST).

APPEAL TO BOARD OF EDUCATION - STEP 4

A. I am dissatisfied with the disposition of the grievance at Step 3 and hereby request a hearing at Step 4.*

Signatures of Grievant and Grievance Committee Chairperson

_____ Date _____

B. Date Received by Board of Education _____

C. Disposition by Board of Education ** _____

CERTIFIED MAIL NO.

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

_____ Signature Date

*Attach copies of completed Grievance Form Step 2 and Step 3 to this form.

**Attach additional pages as necessary.

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

REQUEST FOR ARBITRATION - STEP 5

A. I am dissatisfied with the disposition of the grievance at Step 4 and hereby request a hearing at Step 5.*

Signatures of Grievant and Grievance Committee Chairperson

_____ Date _____

B. Date Received by the Arbitrator ** _____

C. Disposition by the Arbitrator ** _____

CERTIFIED MAIL NO.

HAND DELIVERY TO TREASURER FOR THE PRESIDENT OF THE BOARD:

(DATE & INITIAL) _____

Signature Date

*Attach a copies of completed Grievance Forms Step 2, Step 3 and Step 4 to this form.

**Attach additional pages as necessary.

NOTE: FILE WITHIN 5 DAYS OF RESPONSE OF BOARD AT STEP 4 OR 10 DAYS FROM DATE OF BOARD HEARING (WHICHEVER IS EARLIEST).

_____ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- _____ C1. Makes learning goals and instructional procedures clear to students
- _____ C2. Makes content comprehensible to students
- _____ C3. Encourages students to extend their thinking
- _____ C4. Monitors students' understanding of content through a variety of means, Providing feedback to students to assist learning, and adjusting, learning activities as the situation demands
- _____ C5. Uses instructional time effectively (time on task)
- _____ C6. Incorporates and implements technology usage in the classroom
- _____ C7. Demonstrates knowledge of content

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale: E = Excellent
 G = Good
 S = Satisfactory
 NI = Needs Improvement
 U = Unsatisfactory
 NO = Not Observed

Starting Time _____

Ending Time _____

Domain A: Organizes Content Knowledge for Student Learning

- _____ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- _____ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- _____ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- _____ A4. Uses a variety of teaching methods based on student learning styles
- _____ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

Domain B: Creates an Environment for Student Learning

- _____ B1. Creates a climate that promotes fairness
- _____ B2. Establishes and maintains rapport with students
- _____ B3. Communicates challenging learning expectations to each student
- _____ B4. Establishes and maintains consistent standards of classroom behavior
- _____ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- _____ C1. Makes learning goals and instructional procedures clear to students
- _____ C2. Makes content comprehensible to students
- _____ C3. Encourages students to extend their thinking
- _____ C4. Monitors students' understanding of content through a variety of means, Providing feedback to students to assist learning, and adjusting, learning activities as the situation demands
- _____ C5. Uses instructional time effectively (time on task)
- _____ C6. Incorporates and implements technology usage in the classroom
- _____ C7. Demonstrates knowledge of content

Domain D: Teacher Professionalism

- _____ D1. Reflects on the extent to which the learning goals were met
- _____ D2. Demonstrates the belief that "I am responsible for teaching all students."
- _____ D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- _____ D4. Communicates with parents or guardians about student learning
- _____ D5. Is punctual to class and has a good attendance record
- _____ D6. Dresses appropriately
- _____ D7. Maintains and submits in a timely manner accurate records and reports
- _____ D8. Grows and develops professionally

Administrator's Comments;

Teacher's Comments:

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form. (Additional pages may be used as necessary)

**APPENDIX E
PROBATIONARY EMPLOYEE ACTION PLAN**

(Plan to be developed by HEA and Bd. Of Ed.)

**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