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**AGREEMENT BETWEEN**

**THE HICKSVILLE EXEMPTED VILLAGE**

**BOARD OF EDUCATION**

**and the**

**HICKSVILLE EDUCATION ASSOCIATION**

**JULY 1, 2016- JUNE 30, 2019**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	
A. Recognition .....	1
B. Board Responsibilities .....	1
C. Scope of Negotiations .....	1
<b>ARTICLE II     PROCEDURES FOR CONDUCTING NEGOTIATIONS</b>	
A. Negotiation Teams .....	1
B. Submission of Issues.....	1
C. Good Faith Negotiations.....	2
D. Negotiations Procedures .....	2
E. Caucus .....	2
F. Exchange of Information.....	2
G. Progress Reports.....	2
H. Reaching Agreement.....	2
I. Alternate Dispute Settlement Procedure.....	3
<b>ARTICLE III     GRIEVANCE PROCEDURE</b>	
A. Purpose and Objective .....	3
B. Definitions.....	3
1. Grievance Defined .....	3
2. Grievant Defined .....	3
3. Group Grievance.....	3
4. Days.....	4
C. Procedure.....	4
D. Informal Level.....	4
E. Formal Procedure.....	4
1. Level I .....	4
2. Level II .....	4
3. Level III-Binding Arbitration .....	5
F. General Provisions .....	5
Grievance Form .....	7
<b>ARTICLE IV     ASSOCIATION RIGHTS</b>	
A. Exclusive Rights .....	8
B. Use of Building Mailboxes and Bulletin Boards.....	8
C. Receipt of Board Information .....	8
D. Payroll Deduction of Association Dues .....	8
E. Association Leave .....	8
F. Right to Join or Not to Join .....	9
<b>ARTICLE V     TEACHER RIGHTS/RESPONSIBILITIES</b>	
A. Compliance with Statutes and Board Policies.....	9
B. Board Supplied Materials.....	9
C. Personnel Files.....	9

<b>ARTICLE VI LEAVE PROVISIONS</b>	
A. Sick Leave.....	9
B. Personal Leave.....	11
C. Personal Deduct Days.....	12
D. Professional Leave.....	12
E. Assault Leave.....	12
F. Parental Leave.....	13
<b>ARTICLE VII CALENDAR, HOURS, AND CONDITIONS</b>	
A. School Calendar/Work Year.....	14
B. Association Orientation.....	14
C. Length of Work Day.....	14
D. Planning and Conference Time.....	15
1. Elementary.....	15
2. Junior High and Senior High.....	15
E. Duty Free Lunch.....	15
F. Meetings.....	15
G. Classroom Visitation Procedure.....	15
H. Teaching Assignment.....	16
I. Extra-Curricular Activities.....	16
J. P.T.O. Meetings.....	16
K. Supplemental Contracts.....	16
<b>ARTICLE VIII FAIR TREATMENT &amp; DISMISSAL</b>	
A. Just Cause.....	17
B. Required Meetings or Hearings.....	17
C. Non-renewal.....	17
D. Contract Status.....	17
<b>ARTICLE IX TEACHER EVALUATION</b>	
A. Teacher Evaluations.....	18
B. Who May Evaluate.....	18
C. Pre-Observation Conferences and Post-Observation Conferences.....	18
<b>ARTICLE X PAYROLL DEDUCTIONS</b>	
A. Salary Checks.....	20
B. Deductions.....	20
<b>ARTICLE XI VACANCIES AND TRANSFERS</b>	
A. Vacancies.....	21
B. Transfers.....	21
C. Involuntary Transfers.....	21
<b>ARTICLE XII REDUCTION IN FORCE</b>	
A. Staff Reduction.....	21
B. Seniority and Certification.....	22
C. Recall Procedure.....	22
D. Miscellaneous.....	23

<b>ARTICLE XIII FRINGE BENEFITS</b>	
A. Major Medical .....	23
B. Life Insurance .....	24
C. Vision Insurance .....	24
D. Dental Insurance .....	24
<b>ARTICLE XIV COMPENSATION &amp; REIMBURSEMENT</b>	
A. Regular Salary Schedule .....	24
B. Regular Salary Schedule Placement .....	24
C. Hiring of Retired Teachers.....	24
D. Duties Beyond the School Day .....	25
E. Tuition Reimbursement.....	25
F. Supplemental Salary Schedule.....	26
<b>ARTICLE XV SEVERANCE PAY</b>	
A. Eligibility .....	26
B. Benefit Calculation.....	27
C. Method of Payment .....	27
<b>ARTICLE XVI FAIR SHARE</b>	
A. Fair Share.....	27
B. Indemnification .....	28
<b>ARTICLE XVII MISCELLANEOUS PROVISIONS</b>	
A. Local Professional Development Committee(s).....	29
B. Part-time Certificated Bargaining Unit Members.....	29
<b>ARTICLE XVIII EFFECT AND DURATION</b>	
A. Waiver of Negotiations.....	30
B. Distribution.....	30
C. Duration of Agreement.....	31
<b>ARTICLE XIX SEVERABILITY .....</b>	<b>32</b>
<b>SALARY APPENDIX A.....</b>	<b>33-35</b>
<b>SUPPLEMENTAL SALARY APPENDIX B.....</b>	<b>36-44</b>
<b>TEACHER EVALUATION GUIDELINES APPENDIX C .....</b>	<b>45-60</b>

## ARTICLE I

### A. RECOGNITION

The Board hereby recognizes the Hicksville Education Association, OEA/NEA Local herein referred to as the Association, as the official negotiating agent for all full time classroom teachers under regular teaching contract, school nurses and part-time classroom teachers who have a regular teaching contract but teach less than a full day. Administrative and/or supervisory staff, tutors, substitutes teachers who work less than one hundred twenty (120) days in a school year, and non-certificated personnel are specifically excluded from the bargaining unit. Administrative staff is defined to include Superintendent, Assistant Superintendent, principals, assistant principals and any other administrator or supervisor who participate in and/or evaluates, reprimands, and/or disciplines members of the bargaining unit.

### B. BOARD RESPONSIBILITIES

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Hicksville Exempted Village School District. The Board cannot reduce, negotiate or delegate its legal responsibilities except as limited by specific provisions of this Contract.

### C. SCOPE OF NEGOTIATIONS

Negotiable matters shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

## ARTICLE II PROCEDURES FOR CONDUCTING NEGOTIATIONS

### A. NEGOTIATION TEAMS

The Board, or designated representative(s) of the Board, will meet with not more than five representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. The Board is responsible for the expenses of their consultant(s) and H.E.A. is responsible for their representative. Neither the Board nor the Association shall have any authority to determine who will be members of the opposite party's negotiating team.

### 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 thirty (30) calendar days following such request. In any given school year, such request shall not be made before January 3, but no later than March 13. All issues proposed for discussion shall be submitted in writing by the parties at the first official negotiations meeting. No additional issues shall be submitted

by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

**C. GOOD FAITH NEGOTIATIONS**

Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Such obligation shall not require either party to change its proposal on any matter being negotiated.

**D. NEGOTIATIONS PROCEDURES**

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings may occur during the school day, however if meetings are held after school, by mutual agreement, the meetings shall not exceed three (3) hours, unless extended time is mutually agreed upon.

**E. CAUCUS**

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

**F. EXCHANGE OF INFORMATION**

Upon written request and within a reasonable amount of time, prior to and during the period of negotiations, the Board and the Association agree to provide to each other, all regularly and routinely prepared information concerning the issue(s) under consideration.

**G. PROGRESS REPORTS**

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

**H. REACHING AGREEMENT**

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When an agreement is reached on all matters being negotiated, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Each team shall recommend favorably to its members the acceptance of the tentative agreement. Following approval by the

Association and by the Board, the Board shall, by resolution, adopt the agreement and the Association shall take the necessary action to advise its members of the terms of the agreement.

**I. ALTERNATE DISPUTE SETTLEMENT PROCEDURE**

The following alternate dispute settlement procedure will replace Ohio Revised Code 4117.14 (C)(2) through 4117.14 (D)(1) as provided for under Ohio Revised Code 4117.14 (C)(1)(f) in negotiations for successor contract.

1. If agreement is not reached within sixty (60) days of the first negotiations session, the Board or the Association may declare a state of impasse to exist.
2. If impasse is declared, the Association and the Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.
4. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

**ARTICLE III  
GRIEVANCE PROCEDURE**

**A. PURPOSE AND OBJECTIVE**

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Hicksville Education Association agree that these proceedings shall be handled in a confidential manner.

**B. DEFINITIONS**

**1. GRIEVANCE DEFINED**

A grievance is an alleged violation, misapplication or misinterpretation of the written terms of this agreement between the Association and the Board.

**2. GRIEVANT DEFINED**

A grievant shall mean a certificated member of the bargaining unit or certificated group of same employed by the Board of Education alleging that there is some violation, misapplication or misinterpretation of a written term of this Contract.

**3. GROUP GRIEVANCE**

A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

#### **4. DAYS**

Days shall mean actual working days unless specified differently. Any grievance actions taken at the end of a school calendar year shall be continued with weekdays instead of workdays excluding holidays, Saturdays and Sunday.

#### **C. PROCEDURE**

Every attempt must be made to settle a problem:

1. At the lowest possible level.
2. With the fewest possible people involved.
3. In the shortest possible time.

The following procedure shall be followed:

#### **D. INFORMAL LEVEL**

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. This discussion shall be held confidentially and personally by the grievant and the immediate administrative person.

#### **E. FORMAL PROCEDURE**

##### **LEVEL I**

No later than twenty-five (25) working days after the grievant knew or should have known about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed grievance. A copy of the completed form shall be given to the grievant and to the Association Building Representative. Within five (5) school days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

##### **LEVEL II**

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Level I, the grievant, and/or the Association representative, within five (5) days after receipt of the written disposition, shall complete a written Grievance Report Form, Level II, and submit the same to the Superintendent. Within five (5) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

### **LEVEL III BINDING ARBITRATION**

Within ten (10) calendar days of receipt of the Superintendent's decision, the grievant and/or the Association may appeal the Superintendent's decision to binding arbitration.

The Arbitrator shall be chosen from a list of nine (9) arbitrators provided by the American Arbitration Association or an appropriate organization by mutual agreement in accordance with its voluntary rules and regulations. If the parties cannot agree on another organization, AAA will be used. The opinion of the arbitrator shall be binding on both parties.

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. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement or any other written agreements between the Board and the Association. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator rules.

### **F. GENERAL PROVISIONS**

1. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
2. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any result that affects the Agreement.
3. Hearings and conferences under this procedure will be conducted, insofar as possible, at a time and place outside of the grievant's regular work day so as to afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present. When such conferences and hearings are held, at the option of the administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. In addition, arbitration hearings shall be held as scheduled by the arbitrator.
4. The grievant may be represented at all levels of this grievance procedure by the Association.
5. If the grievant fails to appeal the decision of an administrator from one step to the next within the time provided, the failure to timely appeal shall be deemed a waiver of the right of the grievant to appeal.
6. If the administration has not responded to the grievance within the time limits set forth at a step of the grievance procedure, the grievance shall automatically be deemed sustained.

7. Grievances that relate to more than one building or bargaining unit member group grievance shall commence at Level II.
8. No reprisals of any kind shall be taken by or against any participant to the grievance procedure by reason of such participation.
9. All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of the mailing or postmark and date of receipt provided thereon. Written grievances shall be deemed to have been received one (1) day after postmark; if hand delivered, the date received and initials of the recipient shall be recorded thereon.
10. Grievances shall remain confidential to the public to the extent permitted by law.

**HICKSVILLE EXEMPTED VILLAGE SCHOOLS**

**GRIEVANCE FORM**

LEVEL \_\_\_\_\_ DATE \_\_\_\_\_

GRIEVANT \_\_\_\_\_ BUILDING \_\_\_\_\_

STATEMENT OF GRIEVANCE:

BASIS OF GRIEVANCE/SECTION(S) OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED, MISINTERPRETED:

ACTION REQUESTED:

\_\_\_\_\_  
Signature of Grievant

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Signature

**ARTICLE IV  
ASSOCIATION RIGHTS**

**A. EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the officially recognized representative of the employees, and to no other organization.

**B. BUILDING MAILBOXES AND BULLETIN BOARDS**

1. The Association shall be provided a separate mail box in each building.
2. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.

**C. RECEIPT OF BOARD INFORMATION**

This Board shall supply to the Association the following material:

1. When agendas and attachments are presented to Board Members, the H.E.A. President or representative will be given the same.
2. When Board policies are proposed to Board members, the H.E.A. President will be given the same.

**D. PAYROLL DEDUCTION OF ASSOCIATION DUES**

1. The Treasurer of the Hicksville Board of Education is authorized to make up to a maximum of ten (10) consecutive payroll deductions of dues from the salaries of members of the Association.
2. Deductions will commence with the third pay period of the school year and continue until ten (10) consecutive deductions have been made. Fair Share Fee deductions shall begin with the first pay period on or after January 15 of each year.
3. A representative of the Association will itemize the names and amounts to be deducted and present to the Treasurer on or before the second pay period of the school year.
4. The Treasurer shall transmit to the Association a single check in the amount of all dues so deducted, on the Monday following pay date.

**E. ASSOCIATION LEAVE**

A collective total of three (3) days per school year shall be approved by the Superintendent for professional leave in order for a member or members of the bargaining unit to attend OEA conferences. The Board shall be responsible only for the cost of the substitute for each of these days.

**F. RIGHT TO JOIN OR NOT TO JOIN**

It is further realized that teachers have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

**ARTICLE V  
TEACHER RIGHTS/RESPONSIBILITIES**

**A. COMPLIANCE WITH STATUTES AND BOARD POLICIES**

As a professional employee, each teacher shall comply with State statutes, and the policies, rules, and regulations of the Board and Administration.

**B. BOARD SUPPLIED MATERIALS**

The Board shall supply to all teachers the following material:

1. Board Meeting minutes posted on school district's website.
2. Post the Board of Education Policy Handbook on the teacher resources website.
3. A directory of all certificated personnel as of the beginning of school year.

**C. PERSONNEL FILES**

All teachers have the right to view and obtain a copy of their own personnel files within 24 hours of the request. Each teacher shall receive a copy of evaluations, reprimands, or any other adverse personnel actions prior to placement in the teacher's files. All teachers shall have the opportunity to attach written comments to all materials placed in their files.

A personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file to extent permitted under law and the only "official file" of recorded information of staff members maintained by the Board and the Administration.

**ARTICLE VI  
LEAVE PROVISIONS**

The following leave provisions are agreed to between the Board and the Association: personal illness, family illness, bereavement, personal leave, assault, and parental leave.

**A. SICK LEAVE**

Each regular (certified) employee of the Board of Education shall be entitled to earn one and one fourth (1-1/4) days per month of sick leave, not to exceed fifteen (15) days per contractual year.

The unused portion of sick leave is subject to two hundred and forty (240) days accumulation.

1. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.
2. A regular certified employee who is absent because of illness and whose position has not been terminated, as provided by law, is still in service of this District, and accumulates sick leave credit while on paid leave.
3. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:
  - a. Personal illness
  - b. Pregnancy related illness or condition
  - c. Injury (personal)
  - d. Exposure to contagious disease which could be communicated to others; or
  - e. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).
  - f. Other: Absence due to an employee's responsibilities as a person designated with Durable Power of Attorney for Health Care decisions provided that employee provides Superintendent and/or designee a copy of said Durable Power of Attorney with the request for leave for such purposes.
4. Certified members will be allowed to use up to six (6) weeks of accumulated sick leave upon the birth or adoption of a child, to run concurrently with FMLA.
5. The immediate family, for illness, shall be defined as husband, wife, children, step children, foster children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandfather, and grandmother, and any person living in the same household.
6. Employees will be allowed to use sick days for bereavement according to the following:

husband, wife, children, step-children	10 days
foster children, mother, father	5 days
sister, brother, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren	3 days
grandfather, grandmother	2 days

aunt, uncle, niece, nephew 1 day

Any relative living in the same household  
not listed above 3 days

Persons who use sick leave for death in the immediate family (defined above) shall not have the days so used to count against sick leave incentive.

7. For death or illness of relatives outside the immediate family, or for the death of a close friend absences may be approved by the Superintendent.

#### 8. Procedure

Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactory signed statement indicating the employee was absent for just cause and shall, upon request, give the name and address of an attending physician if medical attention was required.

#### 9. Sick Leave Incentive

Certificated employees who maintain perfect attendance, including sick and deduct days, in any school year shall receive an end of the year incentive cash payment to be paid at the rate of three hundred (\$300.00).

Payment to be made with the last regularly scheduled pay of the employee's contract year.

### B. PERSONAL LEAVE

1. Each certified employee will be allowed three (3) days of absence during each school year without loss of salary to conduct personal business or to attend to affairs of a personal nature. It is not mandatory to state the reason for the request to use personal leave.
2. The request for personal leave must be made to the building principal as far in advance as possible so a substitute can be secured. The principal will inform the teacher as early as possible if the leave has been approved.
3. No personal leave days will be granted the day before or the day after vacations, holidays, or on state or federal mandated testing days. (Emergencies will be acted upon at the discretion of the Superintendent.) Summer break is not considered vacation or a holiday.
4. A fourth personal leave day may be earned. Teachers having a day left at the end of the school year will have one (1) additional day for the following school year to equal a total of four (4). Four (4) is the maximum allowed any school year.
5. Certificated employees who do not use any of their allowable three (3) personal leave days in any school year shall receive an end of the year incentive cash payment in the amount of two hundred dollars (\$200.00).

Payment to be made with the last regularly scheduled pay of the employee's contract year.

**C. PERSONAL DEDUCT DAYS**

A teacher in the Hicksville Exempted Village Schools may be absent from work an additional two (2) days with a deduction of two (2) days salary. The request for the additional deduct days must follow the same procedure as the first three personal leave days.

Personal leave and sick leave incentives will not be given if deduct days are used by an employee.

**D. PROFESSIONAL LEAVE**

Absence with pay may be allowed by the Superintendent to a maximum of three (3) days per school year for professional educational experiences; including extra-curricular clinics or for trips involving school business. Advance approval of at least two (2) weeks, if possible, is required from the building principal and Superintendent.

**E. ASSAULT LEAVE**

1. Any professional staff member who sustains disabilities as a result of an unprovoked and unjustified assault by any parent, student or other person while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the disabilities sustained in the assault. This paid leave shall not be charged against sick leave or personal leave.
2. Assault leave will be granted if the following provisions are fulfilled:
  - a. The staff member must make written application for leave.
  - b. The staff member must make a police report and file charges with local law enforcement and provide a copy of the police report to the Superintendent with the written application for leave.
  - c. The staff member may be required to provide a written physician's statement recommending the leave and the approximate duration of the injuries/disability. In addition, the staff member must submit a written request for the assault leave within a reasonable amount of time after the assault. The request must specify the injuries received and the facts and circumstances relating to the assault.
  - d. The staff member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place; and said physician concurs with the staff member's physician that the staff member is disabled from returning to service.

In case of a disagreement between two doctors, a third opinion by a mutually agreed upon physician shall be obtained at the expense of the Board.

- e. The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board of Education.
3. In keeping with the above limitations, an assault leave shall be for no longer than twenty (20) work days, without further Board approval.
4. Should any professional staff member make false application for and/or falsify any information within the provisions of this Article, that staff member shall be subject to Board discipline, suspension or termination.

**F. PARENTAL LEAVE**

1. Parental leave for child care purposes for a newly born and/or newly adopted child when no disability is involved, shall be granted upon request, without pay, by the Board of Education for a period not to exceed two (2) successive school years concurrent with FMLA. Said leave shall have termination date which coincides with the end of a grading period. If a second year is taken, the leave must terminate at the end of the first semester or end of the school year. Such leave shall be granted whether the child is natural or adopted. Leaves for each school year shall be requested separately according to the guidelines established in this Article.
2. The request for such leave shall be submitted to the Superintendent in writing, shall state the date upon which the leave is to begin and the period of time for which such leave is requested. Unless waived by the Superintendent, such request shall be submitted at least thirty (30) calendar days prior to the beginning of the requested leave.
3. Upon receiving such request, the Superintendent shall make his recommendation to the Board of Education and the Board shall act thereon.
4. Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she held prior to such leave and to the same grade level at the elementary or department at the Junior High or High School held prior to the leave. The exception is for the employee that took a full year's parental leave of absence. Every effort shall be made to return the employee to the same or to a comparable position held prior to the leave. The Board adopted RIF Policy supersedes any stipulation in regard to the return of the teacher to the same grade position in the Elementary or department at the Junior High or High School.
5. In the event employee wishes to purchase time on child care leave for retirement purposes, the employee shall pay the Board's costs for the purchase of retirement service credits for the time on leave.

**ARTICLE VII  
CALENDAR, HOURS, AND CONDITIONS**

**A. SCHOOL CALENDAR/WORK YEAR**

1. The work year for members of the bargaining unit shall consist of no more than one hundred eight three (183) days.
2. Included in the calendar shall be one hundred eighty (180) student days including parent teacher conference days, one (1) in-service day. Plus, two (2) teacher work days, with administrative meetings completed by 11:30 allowing the remainder of the day to serve as teacher workday.
3. Teachers desiring to attend an NWOEA day program shall submit a request pursuant to the professional leave provisions of Article VII, Section D of the Contract.
4. The Board will consider input from the Association relative to the adoption of the calendar for the ensuing school year. Variations of one calendar will be given to all certified staff before April 30th. The Board will accept input and make the final decision.
5. The first six (6) "calamity" days both students and teacher may stay home. "Calamity" days seven (7), and eight (8), students may stay home without makeup. Teachers will be required to report to work from 10:00 – 3:15 unless a Level 3 weather/emergency has been declared by Defiance County. "Calamity" days nine+ (9+), both students and teachers will be required to make the days up at the end of the school year.

**B. ASSOCIATION ORIENTATION**

One hour, the specific hour to be determined by the administration, of the working day at the beginning of the school year shall be used by the Hicksville Education Association to present to the teachers the organization and benefits of being a member of the Association. Attendance for all teachers will be required.

**C. LENGTH OF WORK DAY**

The maximum length of a workday for members of the bargaining unit shall be seven and one-half (7-1/2) hours. Exceptions to this would be:

1. Once per month a half-hour (1/2) hour teachers' meeting outside the regular school day.
2. The equivalent of two (2) work days (15 hours) per year for parent-teacher conferences if the extended time will be subtracted from another working day.
3. Emergency meetings shall be called at the discretion of the Administration.

Specific hours will be printed in the faculty handbook annually when possible. Teachers will be notified of any tentative changes for the following year prior to July 10.

**D. PLANNING AND CONFERENCE TIME**

**1. Elementary**

- a. Members of the bargaining unit within the elementary building shall be provided no less than two-hundred (200) minutes per week as planning and conference time during the student school day.
- b. Elementary teachers shall be released from duty when the class is under the supervision of another licensed teacher (for example: physical education, music, art.)
- c. Any teacher who loses his/her scheduled conference period planning time due to a delay or early release shall be compensated at twenty-five dollars (\$25.00) flat rate.

**2. Junior High and Senior High**

- a. Each junior and senior high school teacher shall have planning time equal to one (1) period within the teacher's work day.
- b. Any teacher who loses his/her scheduled conference period planning time shall be compensated at twenty-five dollars (\$25.00) flat rate.

**E. DUTY FREE LUNCH**

Each teacher shall be granted at least thirty (30) minutes for lunch each school day for which time he/she shall not be required to perform any school activities. Teachers may leave the building during the lunch period but must notify the building principal.

**F. MEETINGS**

Faculty meetings should be scheduled monthly or as deemed necessary by the building principal. Notification of such meetings shall be given at least three (3) days in advance when possible.

**G. CLASSROOM VISITATION PROCEDURE**

Observation of a teacher's class by persons other than authorized school administrative personnel shall be allowed with consent of the building principal after consultation between the principal and teacher concerning the would be visitor.

1. The following policy regarding the rights of the teacher during such observations shall be defined in the teacher handbook:
  - a. A parent who has permission to observe his/her child's class will be a silent observer. If the observer speaks out during the class and by doing so causes a disruption of the class, or incites a disruption by non-verbal means, the classroom teacher has the right and responsibility to politely ask the observer to leave.

- b. If the observer does not cooperate with the request of the teacher, the teacher may send a message to an administrator to come to the teacher's assistance. If this is not possible, the teacher may leave the classroom, if there is no danger to the students, and secure assistance from another teacher or administrator.

#### **H. TEACHING ASSIGNMENT**

1. If at all possible, teachers should be given a tentative teaching assignment for the ensuing year prior to the end of the current school year.
2. If the tentative assignment of the teacher is changed by the Superintendent, the teacher shall be notified in writing of the change in his/her tentative schedule including grades and/or subjects within seven (7) days after the decision is made to reassign the teacher.

#### **I. EXTRA-CURRICULAR ACTIVITIES**

Teachers may, but shall not be required to, take their turn selling tickets and supervising at extra-curricular activities. The scheduling of teachers to work will be done in a systematic procedure prior to each sports season and in advance of other extra curricular events which need supervision. Dates, the hour to report, and other specifics will be publicized at least two (2) weeks in advance, with time allotted for teachers to check personal calendars. Passes will be given to all teachers who work these extra assignments.

#### **J. P.T.O. MEETINGS**

Teachers will not be required to attend P.T.O. meetings, but are urged to attend as many as possible.

#### **K. SUPPLEMENTAL CONTRACTS**

All employees holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted.

**ARTICLE VIII  
FAIR TREATMENT & DISMISSAL**

**A. JUST CAUSE**

No teacher shall be suspended, disciplined or reprimanded without just cause. Terminations of teaching contracts shall be pursuant to the procedures set forth in Ohio Revised Code section 3319.16 and shall be for the reasons set forth therein, i.e., good and just cause. The following shall constitute just cause:

1. Gross inefficiency.
2. Immorality.
3. Willful and persistent violations of regulations of the Board of Education.

**B. REQUIRED MEETINGS OR HEARINGS**

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which may lead to disciplinary action, within 2-5 working days prior, the employee shall be given written notice of the time and nature of the meeting, unless another date and time is mutually agreed upon between parties. The employee shall be entitled to have present an Association representative of their choosing. Such written notice will be hand delivered by the employer representative to the affected employee. This provision does not apply to conferences held as the result of observations and evaluations of classroom performance.

**C. NON-RENEWAL**

Non-renewal of a limited contract shall be in accordance with the procedures outlined in 3319.11 of the Ohio Revised Code.

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

**D. CONTRACT STATUS**

1. Teachers who have met all qualifications for a continuing contract, but have not corrected the deficiencies of an ineffective rating during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on, or before, May 15<sup>th</sup>. The Teacher may be placed on a limited or extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the probationary period, he/she shall be given a continuing contract.
2. Teachers receiving Accomplished or Skilled will be granted a continuing contract so long as all qualifications as defined by Ohio Revised Code have been met.

## **ARTICLE IX TEACHER EVALUATION**

### **A. TEACHER EVALUATIONS**

All teachers meeting the definition of teacher as set forth in Ohio Revised Code shall be evaluated in accordance with the Teacher Evaluation Guidelines in accordance with Appendix C. All teachers not meeting the statutory definition of teacher shall be evaluated in accordance with the terms of Article IX.

1. Any board of education evaluating a teacher pursuant to this section shall adopt evaluation procedures that shall be applied each time a teacher is evaluated pursuant to this section. These evaluation procedures shall include, but not be limited to:
  - (a) Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;
  - (b) Observation of the teacher being evaluated by the person conducting the evaluation on at least two occasions for not less than thirty minutes on each occasion;
  - (c) A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
2. This section does not apply to teachers subject to evaluation procedures under §3319.01 and §3319.02 of the Ohio Revised Code or to any teacher employed as a substitute for less than one hundred twenty days during a school year pursuant to §3319.10 of the Revised Code.

### **B. WHO MAY EVALUATE**

The evaluator shall not be a bargaining unit member. Evaluation of an employee shall be conducted by a supervisor who is employed under a contract with the Hicksville Exempted Village Board of Education pursuant to ORC §3319.01 or §3319.02 and must hold at least one (1) certificate named under division (E), (F), (G), (H), (J), (L), or (M) or ORC §3319.22.

Any evaluation done pursuant to this procedure is subject to the grievance procedure, Article III, of this Agreement

### **C. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCE**

1. All announced observations must be accompanied by a pre-observation conference and/or questionnaire between the administrator and the teacher. This conference and/or questionnaire shall take place within two (2) working days prior to the said observation.

2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place within three working days of the observation, unless more than one observation is conducted within a ten work day period. In such event, a post-observation conference addressing these multiple observations shall take place within three working days of the last observation during this period. A written summary of the observation(s) shall be presented to the teacher during this post-observation conference.
3. The written evaluation shall include both performance strengths and weaknesses. If the teacher is found to be deficient in certain areas, the written evaluation shall include specific recommendations for improvement in the teacher's performance and the means by which the teacher may obtain assistance in making needed improvements. The teacher shall be given a reasonable amount of time for improvement.
4. The teacher and the administrator shall sign the evaluation indicating that both have examined and discussed the evaluation. A space shall be provided for the teacher's comments. The teacher shall receive a signed copy of the evaluation report.
5. Rebuttals to written evaluations will be accepted from teacher(s) and will be attached to the performance evaluation report provided that such rebuttals are provided to the evaluating administrator within sixty (60) calendar days after the teacher receives the evaluation report.

This evaluation procedure is subject to the grievance procedure, Article III, of this Agreement.

6. Any violation of the evaluation procedure required by statute or the evaluation procedure contained in this Article shall be subject solely to the grievance procedure set forth in this Agreement, and it is intended that these evaluation requirements supersede any evaluation requirements of Ohio Revised Code section 3319.11. This section is not intended to supersede the teacher's right to written notice of nonrenewal, his/her right to a statement of circumstances, his/her right to a hearing before the Board of Education, or the right to appeal the matter to court.
7. The evaluation schedule shall be applicable provided the teacher is present and working and available to be evaluated and observed. If the teacher is on leave and unavailable to be observed or evaluated, then the timelines do not have to be followed and the Board is excused from its obligations hereunder.

**ARTICLE X  
PAYROLL DEDUCTIONS**

**A. SALARY CHECKS**

Salary checks will be issued by the building administrator on every other Friday beginning with the first Friday after which the employee has earned enough money to cover 1/26 of his/her total salary. Contingent on the installation of mutually agreed upon safeguards to protect personal information all employees shall be required to enroll in a direct deposit program. Notification will be emailed to the employee's school email account. Supplemental pay shall be made in two (2) installments, one at the halfway point of a particular season/club; and one installment at the completion of duties.

**B. DEDUCTIONS**

The Treasurer of the Board will deduct any or all of the following from individual checks:

1. Federal Withholding Tax.
2. Ohio Income Tax.
3. Hicksville Village Income Tax.
4. State Teachers Retirement.
5. Contractual Insurance Premiums (medical, dental, etc.).
6. Insurance Annuities (if teacher is eligible according to the insurance carrier's eligibility requirements requests) opening dates in September and October only, must give thirty (30) days notice to cancel any annuity.
7. Cancer-Aid (if teacher is eligible according to the insurance carrier's eligibility requirements requests).
8. Association Membership Dues/Fair Share Fees.
9. Professional Dues (if teacher requests).
10. Credit Unions (if teacher requests).
11. Funds for Children and Public Education (FCPE)

**ARTICLE XI  
VACANCIES AND TRANSFERS**

**A. VACANCIES**

A vacancy is defined as an opening in a bargaining unit position which the Board determines must be filled.

1. All bargaining unit vacancies will be posted via email.
2. No vacancy will be filled until at least five (5) weekdays after internal posting. The district shall also provide notification of posting via email. All posting dates exclude holidays.
3. All employees, presently under contract, that are properly certified and qualified and have an expressed written interest in filling said vacancy will be given every consideration before the vacancy is filled.

**B. TRANSFERS**

Teachers requesting to be transferred from one position to another (if there is an opening) within the system must do so in writing to their building principal and the Superintendent. The administration will take the teacher's request into consideration before filling the vacancy.

**C. INVOLUNTARY TRANSFERS**

1. Notice of an involuntary transfer shall be given to teachers prior to June 1, if possible, preceding the school year in which the transfer is to take place.
2. A request for voluntary transfer will be made prior to implementing the involuntary transfer provision.
3. An involuntary transfer will be made after the Superintendent has conferred with the teacher concerning the reasons for the transfer. If a teacher objects to an involuntary transfer, reasons so stated will be taken into consideration before transfer is made.

**ARTICLE XII  
REDUCTION IN FORCE**

**A. STAFF REDUCTION**

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or lack of adequate finances as determined by the local board, reasonable reduction in force may be implemented by the Board. The order of reduction shall be:

1. Suspension of contracts shall occur to limited teachers first and shall be on a last employed-first to be suspended by area of certification basis. All evaluations are considered comparable for the purposes of this article.
2. Suspension of contract for teachers employed on a continuing contract shall occur only after all limited contract teachers in the affected area of certification have been suspended and then only on a last employed-first to be suspended by area of certification basis.
3. Suspension of employee contracts for purposes of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.
4. If the Board determines to RIF, it shall notify the Association president in writing at least sixty (60) calendar days prior to the vote to implement a RIF. The notification shall include the reasons(s) for the RIF, the position(s) reduced or eliminated, the name(s) of the employees to be laid off, the effective date of the RIF for each, and the date of the Board meeting at which the vote will be taken.

## **B. SENIORITY AND CERTIFICATION**

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

Ties in seniority for layoff and recall purposes shall be broken by the following method to determine the most senior employee:

- a. The employee with the earliest date of employment (Board action on hire); then
  - b. The employee's first day of work with Hicksville Exempted; then
  - c. By lottery. The lottery shall be conducted in the presence of an Association representative.
2. The seniority list shall be prepared and posted by the employer no later than February 20 of each work year. The list shall be given to the Association President and posted in each teachers' lounge.

The list shall rank employees by contract (continuing and limited), by certification and list the employees first work day as a teacher employed under a regular teacher's contract.

## **C. RECALL PROCEDURE**

Teachers whose contracts have been suspended shall have rights to recall as follows:

1. First recall shall be of continuing contract teachers in order of seniority and certification on a last out-first in basis.

2. Next limited contract teachers according to seniority and area of certification on a last out-first in basis.

**D. MISCELLANEOUS**

1. The recall list shall be maintained for a period of two (2) years. A person's name shall remain on the list unless he/she elects to have it removed or resigns from the system. Written notice of an offer for a recall position shall be sent to the teacher via certified mail to the last address provided by the teacher to the Board. The teacher shall have ten (10) days from his/her receipt of the written notice of recall to accept or reject the offer of recalled position. Failure or refusal to accept delivery of the certified mail notice shall be considered a rejection of the offer of the recalled position.
2. It is the responsibility of the teacher to notify the administration of any changes in area of certification and change of address.
3. Seniority shall be defined as continuous employment of a teacher with the Board action on the teacher's contract being the initial date of employment. Continuous employment shall include all time on sick leave, approved leaves of absence and all time during suspension if the teacher is reinstated.

**ARTICLE XIII  
FRINGE BENEFITS**

**A. MAJOR MEDICAL**

The Board shall offer the following hospitalization/medical/surgical health insurance plans offered by Northern Buckeye Health Plan: Access Plus and the High Deductible Health Plan (HDHP).

For Access Plus the Board shall pay 90% of the family plan and 100% of the single plan for each employee.

For the HDHP, the Board shall pay 100% of the family plan and 100% of the single plan for each employee. In the first year of participation, the Board shall deposit on the first pay in January the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into a health savings account (HSA) for the employee. In the second year of participation, the Board shall match an employee's contribution up to the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into an HSA for the employee. In the third year of participation, the Board shall match an employee's contribution up to 90% of the difference between the board share for Access Plus and HDHP of the plan type selected (family or single) into an HSA for the employee. In any given year, the combined employee and employer contributions to the HSA may not exceed the limits established by the Internal Revenue Service (IRS). For the purposes of this section, the years of participation are not consecutive.

**B. LIFE INSURANCE**

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each certificated member of the bargaining unit. The full cost of this program and any increases thereof, shall be paid by the Board.

**C. VISION INSURANCE**

The Board shall purchase through the NBEC insurance consortium vision insurance for each certificated employee and their dependents. The Board shall pay ninety (90%) percent of the cost for the vision insurance premium. Any changes in vision insurance carrier that occur during the term of this contract will be subject to approval by the bargaining unit.

**D. DENTAL INSURANCE**

The Board shall purchase, through a carrier licensed by the State of Ohio dental insurance for each member of the bargaining unit and his/her family. The Board shall pay ninety (90%) percent of the premium cost for Dental insurance. Any changes in dental insurance carrier that occur during the term of this contract will be subject to approval by the bargaining unit.

**ARTICLE XIV  
COMPENSATION & REIMBURSEMENT**

**A. REGULAR SALARY SCHEDULE**

The Board shall pay each bargaining unit member according to the salary and index as calculated in Appendix A which is attached to and form a part of this Agreement.

Teachers will be placed on the salary schedule commiserate of years of experience.

**B. REGULAR SALARY SCHEDULE PLACEMENT**

1. Any person employed shall be placed on the salary schedule pursuant to the Ohio Revised Code.
2. Military credit will be granted up to a maximum of five (5) years.
3. One hundred and twenty (120) days shall be the minimum for which one (1) year of service will be granted.
4. An official transcript of credits must be on file with the Superintendent by October 1 in order to qualify for the increments provided in the above schedule. (Note: No transcript is necessary unless it places you in a higher bracket.)

**C. HIRING OF RETIRED TEACHERS**

Retired Teachers Return to Service. If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers

Retirement System, the conditions set forth in this article shall apply to the employment of these individuals:

1. The Board may grant up to five (5) years of experience for service credit.
2. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.
3. Each one-year contract shall automatically expire upon the completion of the year without Board action. However, the Board shall notify the employee by April 30 in the event they will not be retained for the following year. If the Board fails to notify the retiree by April 30, the employee must be retained for the following year.
4. It is not necessary for the Board to take formal action not to reemploy the employee pursuant to ORC 3319.11.
5. Returning retirees are not entitled and/or eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the Board and the Association if the retiree has already benefited from those provisions previously in any other collective bargaining agreement.
6. In the event of a reduction in force, the reemployed teacher will not have any bumping rights.
7. Subject to these provisions, reemployed teachers are part of the bargaining unit.
8. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement.
9. Pursuant to the authority provided by R.C. 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede the statutory law of Ohio, including, but not limited to, Ohio Revised Code section 124.39, 3319.08, 3319.11, 3319.141, and Chapter 3317.

**D. DUTIES BEYOND THE SCHOOL DAY**

The following Superintendent approved programs will be paid on a per diem basis on the BA Zero Index of the applicable salary schedule excluding supplemental pay: summer school programs, before-and-after school individual/group tutoring sessions, home instruction, and Saturday school supervision.

**E. TUITION REIMBURSEMENT**

The following amounts will be appropriated for reimbursement to teachers who have earned college credits, post bachelors or above annually. The amounts shall be \$30,000 for each year in the length of this contract.

The payment of this money is to be regulated as follows:

1. Courses must be approved by the LPDC in writing prior to enrollment. Courses must be relevant to the teacher's current or future areas of certification or areas of technology.
2. Reimbursement for semester and/or quarter hours taken shall not exceed the actual cost for said hours.
3. The reimbursements will be made in October applying to the hours taken during the preceding school year.
4. A maximum of ten (10) quarter hours or nine (9) semester hours may be approved for any one (1) year.
5. Payments will be approved upon receipt of verification of credits completed with passing grades.
6. In order to be eligible to participate in tuition reimbursement plan, a teacher must be employed with the Hicksville Exempted Village School District for at least one (1) year prior to participation in the plan.
7. Teachers must also be employed on a regular basis by the Hicksville Exempted Village Board of Education both during the year the courses are completed and during the year payment is made.

**F. SUPPLEMENTAL SALARY SCHEDULE**

Placement on the supplemental salary schedule will be determined by total years of employment, not necessarily concurrent but within the Hicksville School system, within each category.

**ARTICLE XV  
SEVERANCE PAY**

**A. ELIGIBILITY**

An employee's eligibility for severance pay shall be determined as of the final date of employment with the following criteria:

1. The individual retires from the Hicksville Exempted Village Schools.
2. Retirement shall be defined as:
  - a. Disability or service retirement under any State or municipal retirement system in Ohio.
3. The individual must be eligible for disability or service retirement as of the last date of employment.

4. The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
5. Must have not less than ten (10) years of service in Ohio or its political subdivisions, the last five (5) of which must have been with the Hicksville Exempted Village Schools.
6. Must sign for severance check certifying all eligibility criteria have been met.

**B. BENEFIT CALCULATION**

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by .27.
2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
3. The amount of the benefit calculated in Steps One and Two shall not exceed the value of sixty (60) days.
4. If notification of retirement is submitted in writing to the superintendent of schools by 5:00 p.m. on February 1 of the school year in which the employee will retire, the employee shall receive an additional \$4,000 severance. If February 1 falls on a Saturday or Sunday, the due date will be the first day school is in session after the weekend.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

**C. METHOD OF PAYMENT**

Severance pay shall be made as a one-time lump sum payment to employees who meet the eligibility requirements specified in "A" above. Such payment shall be made the first pay period following January 1 following the year of retirement. Eligibility and calculation are explained above.

**ARTICLE XVI  
FAIR SHARE**

**A. FAIR SHARE**

Each employee, not enrolling as a member, covered by this agreement shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes the NEA, OEA, NWOEA, and HEA. However, all those employees covered by this Agreement and who are not dues paying members of the Association, shall be assessed the Fair Share Fee.

The Association shall notify all non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

The Board will provide payroll deduction for professional dues upon receipt of a list submitted by the HEA each school year. Deductions shall be made in ten (10) equal installments effective with the third pay period of the school year. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that follows January 15 each year for ten (10) equal installments. The HEA and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/due deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, non-members may appeal to the Association the payment of the Fair share fee pursuant to the internal rebate procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follows the January 15 date noted above.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

## **B. INDEMNIFICATION**

It shall be the responsibility of the Association to prescribe an internal rebate procedure to determine what rebate, if any, shall be made to service fee payers, which conforms to the provisions of §4117.09 (C) of the Ohio Revised Code.

It is specifically understood that the Association agrees to indemnify and save the Employer harmless against any judgments, costs expenses or other liability the Board

might incur as a result of the implementation and enforcement of this provision, provided that:

1. The action brought against the Board must be a direct consequence of the Employer's good faith compliance with this agency fee provision.
2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board.
3. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

## **ARTICLE XVII MISCELLANEOUS PROVISIONS**

### **A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE(S)**

The Local Professional Development Committee shall be formed for Hicksville Exempted Village Schools in compliance with the appropriate provisions of Ohio Revised Code. All the rights, benefits, and privileges granted by R.C. 3319.22 shall be in effect in addition to the following:

The LPDC committee shall consist of three (3) teachers selected by the Hicksville Education Association and two (2) administrators or Board delegates.

LPDC members shall be compensated at a total stipend of three hundred dollars (\$300.00) for all meetings held after-school hours. Committee members may use professional leave for the purpose of meetings and/or other related LPDC activities. The final approval for professional leave still rests with the Superintendent.

The committee's responsibilities shall include, but not be limited to: approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building professional development activities; approval of all contact hours/C.E.U.'s, course work, workshops, inservice; the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc.

### **B. PART-TIME CERTIFICATED BARGAINING UNIT MEMBERS**

The parties agree that the following procedure shall be utilized to determine salary and fringe benefits for part-time certificated/licensed employees:

#### **SALARY SCHEDULE**

1. Part-time certificated classroom teachers contracted for five (5) MS/HS periods or three and one-half (3.5) hours will be paid at a per diem rate according to issued teaching contract.

2. Part-time certificated classroom teachers contracted for less than five (5) MS/HS periods or less than three and one-half (3.5) hours will be paid according to contract plus substitute pay schedule.

#### FRINGE BENEFITS

1. Part-time certificated classroom teachers contracted for at least three and one-half (3½) hours will be eligible for single insurance coverage, and life insurance coverage as per all certified staff members.

### **ARTICLE XVIII EFFECT AND DURATION**

#### **A. WAIVER OF NEGOTIATIONS**

The Hicksville Education Association and the Hicksville Exempted Village School Board of Education acknowledge that during the negotiations, which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

#### **B. DISTRIBUTION**

This Contract shall be entitled "AGREEMENT BETWEEN THE HICKSVILLE EXEMPTED VILLAGE BOARD OF EDUCATION AND THE HICKSVILLE EDUCATION ASSOCIATION", and shall be printed containing a table of contents. The expense of printing shall be borne by the Board. Each certificated staff member shall receive a copy, and the Association will be given five (5) additional copies for their file.

**C. DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect commencing July 1, 2016 and extending through June 30, 2019.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective negotiators.

HICKSVILLE EDUCATION ASSOCIATION

By: Robin Chambili  
President

Date: 4/6/16

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

HICKSVILLE EXEMPTED VILLAGE BOARD OF EDUCATION

By: Stephanie Karacson-Morin  
President

Date: 11 April 2016

By: Keith L. Countryman

Date: 4-6-16

By: Ken B. Hutchins

Date: 4-12-2016

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XIX  
SEVERABILITY**

**SEVERABILITY**

If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**SALARY SCHEDULE  
EFFECTIVE 2016-2017**

**Base = \$35,987 (2.5% on base, with step)**

	<u>INDEX</u>	<u>BA</u>	<u>INDEX</u>	<u>BA+150</u>	<u>INDEX</u>	<u>MA</u>
0	1.000	35,987	1.050	37,786	1.110	39,946
1	1.045	37,606	1.100	39,586	1.165	41,925
2	1.090	39,226	1.150	41,385	1.220	43,904
3	1.135	40,845	1.200	43,184	1.275	45,883
4	1.180	42,465	1.250	44,984	1.330	47,863
5	1.225	44,084	1.300	46,783	1.385	49,842
6	1.270	45,703	1.350	48,582	1.440	51,821
7	1.315	47,323	1.400	50,382	1.495	53,801
8	1.360	48,942	1.450	52,181	1.550	55,780
9	1.405	50,562	1.500	53,981	1.605	57,759
10	1.450	52,181	1.550	55,780	1.660	59,738
11-13	1.495	53,801	1.600	57,579	1.715	61,718
14-16	1.540	55,420	1.650	59,379	1.770	63,697
17-19	1.585	57,038	1.700	61,178	1.825	65,676
20-21	1.630	56,659	1.750	62,977	1.880	67,656
22-23	1.675	60,278	1.800	64,777	1.935	69,635
24-25	1.720	61,898	1.850	66,576	1.990	71,614
26-28	1.765	63,517	1.900	68,375	2.045	73,593
29+	1.810	65,136	1.950	70,175	2.100	75,573

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

**SALARY SCHEDULE  
EFFECTIVE 2017-2018**

**Base = \$36,886 (2.5% on base, with step)**

	<u>INDEX</u>	<u>BA</u>	<u>INDEX</u>	<u>BA+150</u>	<u>INDEX</u>	<u>MA</u>
0	1.000	36,886	1.050	38,730	1.110	40,943
1	1.045	38,546	1.100	40,575	1.165	42,972
2	1.090	40,206	1.150	42,419	1.220	45,001
3	1.135	41,866	1.200	44,263	1.275	47,030
4	1.180	43,525	1.250	46,108	1.330	49,058
5	1.225	45,185	1.300	47,952	1.385	51,087
6	1.270	46,845	1.350	49,796	1.440	53,116
7	1.315	48,505	1.400	51,640	1.495	55,145
8	1.360	50,165	1.450	53,485	1.550	57,173
9	1.405	51,825	1.500	55,329	1.605	59,202
10	1.450	53,485	1.550	57,173	1.660	61,231
11-13	1.495	55,145	1.600	59,018	1.715	63,259
14-16	1.540	56,804	1.650	60,862	1.770	65,288
17-19	1.585	58,464	1.700	62,706	1.825	67,317
20-21	1.630	60,124	1.750	64,551	1.880	69,346
22-23	1.675	61,784	1.800	66,395	1.935	71,374
24-25	1.720	63,444	1.850	68,239	1.990	73,403
26-28	1.765	65,104	1.900	70,083	2.045	75,432
29+	1.810	66,764	1.950	71,928	2.100	77,461

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

**SALARY SCHEDULE  
EFFECTIVE 2018-2019**

**Base = \$37,809 (2.5% on base, with step)**

	<u>INDEX</u>	<u>BA</u>	<u>INDEX</u>	<u>BA+150</u>	<u>INDEX</u>	<u>MA</u>
0	1.000	37,809	1.050	39,699	1.110	41,968
1	1.045	39,510	1.100	41,590	1.165	44,047
2	1.090	41,212	1.150	43,480	1.220	46,127
3	1.135	42,913	1.200	45,371	1.275	48,206
4	1.180	44,615	1.250	47,261	1.330	50,286
5	1.225	46,316	1.300	49,152	1.385	52,365
6	1.270	48,017	1.350	51,042	1.440	54,445
7	1.315	49,719	1.400	52,933	1.495	56,524
8	1.360	51,420	1.450	54,823	1.550	58,604
9	1.405	53,122	1.500	56,714	1.605	60,683
10	1.450	54,823	1.550	58,604	1.660	62,763
11-13	1.495	56,524	1.600	60,494	1.715	64,842
14-16	1.540	58,226	1.650	62,385	1.770	66,922
17-19	1.585	59,927	1.700	64,275	1.825	69,001
20-21	1.630	61,629	1.750	66,166	1.880	71,081
22-23	1.675	63,330	1.800	68,056	1.935	73,160
24-25	1.720	65,031	1.850	69,947	1.990	75,240
26-28	1.765	66,733	1.900	71,837	2.045	77,319
29+	1.810	68,434	1.950	73,728	2.100	79,399

ANY EMPLOYEE ELIGIBLE FOR STEP/INCREMENT MOVEMENT WILL MAKE THE APPROPRIATE ADVANCEMENT ON THE SALARY SCHEDULE.

**2016-2017 SCHOOL YEAR  
SUPPLEMENTAL SALARY SCHEDULE Appendix B**

**Base = \$35,987**

**2.5% - with step**

Position	Index	1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9 Yrs. or more
			5%	10%	15%
Archery Director	0.045	1,619	1,700	1,781	1,862
Archery Director Assistant	0.025	900	945	990	1,035
Art Club Advisor	0.018	648	680	713	745
Asst. Athletic Director	0.100	3,599	3,779	3,959	4,139
Athletic Director	0.268	9,645	10,127	10,609	11,091
Band (pep band, etc.)	0.104	3,743	3,930	4,117	4,304
Baseball, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Baseball, Head Coach	0.150	5,398	5,668	5,938	6,208
Basketball, Assistant Coach	0.110	3,959	4,156	4,354	4,552
Basketball, Freshman Boys	0.085	3,059	3,212	3,365	3,518
Basketball, Head Coach	0.165	5,938	6,235	6,532	6,829
Basketball, Jr. Hi. Head Coach	0.070	2,519	2,645	2,771	2,897
Basketball, Jr. Hi. Assistant Coach	0.060	2,159	2,267	2,375	2,483
Cheerleader Advisor, 7-8	0.060	2,159	2,267	2,375	2,483
Cheerleader Advisor, 9-12	0.110	3,959	4,156	4,354	4,552
Cheerleading, Assistant	0.060	2,159	2,267	2,375	2,483
Class Advisor, Senior	0.020	720	756	792	828
Class Advisor, Freshman	0.017	612	642	673	704
Class Advisor, Junior	0.020	720	756	792	828
Class Advisor, Sophomore	0.017	612	642	673	704
Consumer Ed. Club	0.017	612	642	673	704
Coronation Director	0.025	900	945	990	1,035
Cross Country, Head Coach	0.150	5,398	5,668	5,938	6,208
Cross Country, Jr. Hi. Head Coach	0.070	2,519	2,645	2,771	2,897
Drama Club	0.018	648	680	713	745
Elem Corner Patrol	0.020	720	756	792	828
Flag Advisor	0.025	900	945	990	1,035
Football, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Football, Assistant-Coordinator	0.110	3,959	4,156	4,354	4,552
Football, Assistant-Special Teams	0.100	3,599	3,779	3,959	4,139
Football, Head Coach	0.165	5,938	6,235	6,532	6,829
Football, Jr. Hi. Head Coach	0.070	2,519	2,645	2,771	2,897
Football, Jr. Hi. Assistant Coach	0.060	2,159	2,267	2,375	2,483
Foreign Language Club	0.018	648	680	713	745
Golf, Head Coach	0.150	5,398	5,668	5,938	6,208
Golf, Assistant Coach	0.080	2,879	3,023	3,167	3,311

Position	Index	1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9 Yrs. or more
			5%	10%	15%
Hicksville Initiative Leader (Per House)	0.015	540	567	594	621
Land Lab Coordinator	0.018	648	680	713	745
Majorette Advisor	0.017	612	642	673	704
Mat Maid Advisor	0.017	612	642	673	704
Mentor, District	0.030	1,080	1,134	1,188	1,242
Mentor, Teacher; per Teacher	0.020	720	756	792	828
Mini Aces Basketball	0.025	900	945	990	1,035
Mini Aces Baseball	0.025	900	945	990	1,035
Mini Aces Football	0.025	900	945	990	1,035
Mini Aces Volleyball	0.025	900	945	990	1,035
Mini Aces Wrestling	0.025	900	945	990	1,035
Mini Aces Cross Country	0.025	900	945	990	1,035
Mini Aces Softball	0.025	900	945	990	1,035
Mini Aces Golf	0.025	900	945	990	1,035
Mini Aces Track	0.025	900	945	990	1,035
Musical Director, H.S.	0.045	1,619	1,700	1,781	1,862
Musical Director, Elem.	0.045	1,619	1,700	1,781	1,862
Musical Assistant, H.S.	0.017	612	642	673	704
Musical Assistant, Elem.	0.017	612	642	673	704
Nat'l. Honor Society	0.018	648	680	713	745
Newspaper	0.050	1,799	1,889	1,979	2,069
Prom Advisor	0.025	900	945	990	1,035
Quiz Bowl	0.050	1,799	1,889	1,979	2,069
Science Club/Science Fair Advisor	0.017	612	642	673	704
Science Fair Advisor	0.017	612	642	673	704
Show Choir Director	0.020	720	756	792	828
Sixth Grade Camp Director	0.025	900	945	990	1,035
Sixth Grade Camp Staff (each) max 5	0.017	612	642	673	704
Softball, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Softball, Head Coach	0.150	5,398	5,668	5,938	6,208
Student Council, Elem	0.017	612	642	673	704
Student Council, HS	0.020	720	756	792	828
Student Council, Jr. Hi.	0.017	612	642	673	704
Track, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Track, Head Coach	0.150	5,398	5,668	5,938	6,208
Track, Jr. Hi. Coach (boys)	0.060	2,159	2,267	2,375	2,483
Track, Jr. Hi. Coach (girls)	0.060	2,159	2,267	2,375	2,483
Varsity-H Club	0.018	648	680	713	745
Vocal, Extra Duties	0.080	2,879	3,023	3,167	3,311
Volleyball, Head Coach	0.150	5,398	5,668	5,938	6,208
Volleyball, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Volleyball, Freshman	0.060	2,159	2,267	2,375	2,483
Volleyball, Jr. Hi. Head Coach	0.070	2,519	2,645	2,771	2,897
Volleyball, Jr. Hi. Assistant Coach	0.060	2,159	2,267	2,375	2,483
Weight Room Strength/Conditioning Coach	0.080	2,879	3,023	3,167	3,311

<b>Position</b>	<b>Index</b>	<b>1-2 Yrs.</b>	<b>3-5 Yrs. 5%</b>	<b>6-8 Yrs. 10%</b>	<b>9 Yrs. or more 15%</b>
Wrestling, Assistant Coach	0.080	2,879	3,023	3,167	3,311
Wrestling, Head Coach	0.150	5,398	5,668	5,938	6,208
Wrestling, Jr. Hi. Head Coach	0.070	2,519	2,645	2,771	2,897
Wrestling, Jr. Hi. Assistant	0.060	2,159	2,267	2,375	2,483
Yearbook	0.080	2,879	3,023	3,167	3,311
Yearbook, Elem	0.017	612	642	673	704

**2017-2018 SCHOOL YEAR  
SUPPLEMENTAL SALARY SCHEDULE**

**Base = \$35,987**

**2.5% - with step**

Position	Index	1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9 Yrs. or more
			5%	10%	15%
Archery Director	0.045	1,660	1,743	1,826	1,909
Archery Director Assistant	0.025	922	968	1,014	1,060
Art Club Advisor	0.018	664	697	730	764
Asst. Athletic Director	0.100	3,689	3,873	4,057	4,242
Athletic Director	0.268	9,885	10,380	10,874	11,368
Band (pep band, etc)	0.104	3,836	4,028	4,220	4,412
Baseball, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Baseball, Head Coach	0.150	5,533	5,810	6,086	6,363
Basketball, Assistant Coach	0.110	4,057	4,260	4,463	4,666
Basketball, Freshman Boys	0.085	3,135	3,292	3,449	3,606
Basketball, Head Coach	0.165	6,086	6,390	6,695	6,999
Basketball, Jr. Hi. Head Coach	0.070	2,582	2,711	2,840	2,969
Basketball, Jr. Hi. Assistant Coach	0.060	2,213	2,324	2,434	2,545
Cheerleader Advisor, 7-8	0.060	2,213	2,324	2,434	2,545
Cheerleader Advisor, 9-12	0.110	4,057	4,260	4,463	4,666
Cheerleading, Assistant	0.060	2,213	2,324	2,434	2,545
Class Advisor, Senior	0.020	738	775	811	848
Class Advisor, Freshman	0.017	627	658	690	721
Class Advisor, Junior	0.020	738	775	811	848
Class Advisor, Sophomore	0.017	627	658	690	721
Consumer Ed. Club	0.017	627	658	690	721
Coronation Director	0.025	922	968	1,014	1,060
Cross Country, Head Coach	0.150	5,533	5,810	6,086	6,363
Cross Country, Jr. Hi. Head Coach	0.070	2,582	2,711	2,840	2,969
Drama Club	0.018	664	697	730	764
Elem Corner Patrol	0.020	738	775	811	848
Flag Advisor	0.025	922	968	1,014	1,060
Football, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Football, Assistant-Coordinator	0.110	4,057	4,260	4,463	4,666
Football, Assistant-Special Teams	0.100	3,689	3,873	4,057	4,242
Football, Head Coach	0.165	6,086	6,390	6,695	6,999
Football, Jr. Hi. Head Coach	0.070	2,582	2,711	2,840	2,969
Football, Jr. Hi. Assistant Coach	0.060	2,213	2,324	2,434	2,545
Foreign Language Club	0.018	664	697	730	764
Golf, Head Coach	0.150	5,533	5,810	6,086	6,363
Golf, Assistant Coach	0.080	2,951	3,098	3,246	3,394

Position	Index	1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9 Yrs. or more
			5%	10%	15%
Land Lab Coordinator	0.018	664	697	730	764
Majorette Advisor	0.017	627	658	690	721
Mat Maid Advisor	0.017	627	658	690	721
Mentor, District	0.030	1,107	1,162	1,217	1,273
Mentor, Teacher; per Teacher	0.020	738	775	811	848
Mini Aces Basketball	0.025	922	968	1,014	1,060
Mini Aces Baseball	0.025	922	968	1,014	1,060
Mini Aces Football	0.025	922	968	1,014	1,060
Mini Aces Volleyball	0.025	922	968	1,014	1,060
Mini Aces Wrestling	0.025	922	968	1,014	1,060
Mini Aces Cross Country	0.025	922	968	1,014	1,060
Mini Aces Softball	0.025	922	968	1,014	1,060
Mini Aces Golf	0.025	922	968	1,014	1,060
Mini Aces Track	0.025	922	968	1,014	1,060
Musical Director, H.S.	0.045	1,660	1,743	1,826	1,909
Musical Director, Elem.	0.045	1,660	1,743	1,826	1,909
Musical Assistant, H.S.	0.017	627	658	690	721
Musical Assistant, Elem.	0.017	627	658	690	721
Nat'l. Honor Society	0.018	664	697	730	764
Newspaper	0.050	1,844	1,937	2,029	2,121
Prom Advisor	0.025	922	968	1,014	1,060
Quiz Bowl	0.050	1,844	1,937	2,029	2,121
Science Club/Science Fair Advisor	0.017	627	658	690	721
Science Fair Advisor	0.017	627	658	690	721
Show Choir Director	0.020	738	775	811	848
Sixth Grade Camp Director	0.025	922	968	1,014	1,060
Sixth Grade Camp Staff (each) max 5	0.017	627	658	690	721
Softball, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Softball, Head Coach	0.150	5,533	5,810	6,086	6,363
Student Council, Elem	0.017	627	658	690	721
Student Council, HS	0.020	738	775	811	848
Student Council, Jr. Hi.	0.017	627	658	690	721
Track, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Track, Head Coach	0.150	5,533	5,810	6,086	6,363
Track, Jr. Hi. Coach (boys)	0.060	2,213	2,324	2,434	2,545
Track, Jr. Hi. Coach (girls)	0.060	2,213	2,324	2,434	2,545
Varsity-H Club	0.018	664	697	730	764
Vocal, Extra Duties	0.080	2,951	3,098	3,246	3,394
Volleyball, Head Coach	0.150	5,533	5,810	6,086	6,363
Volleyball, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Volleyball, Freshman	0.060	2,213	2,324	2,434	2,545
Volleyball, Jr. Hi. Head Coach	0.070	2,582	2,711	2,840	2,969
Volleyball, Jr. Hi. Assistant Coach	0.060	2,213	2,324	2,434	2,545
Weight Room Strength/Conditioning Coach	0.080	2,951	3,098	3,246	3,394

<b>Position</b>	<b>Index</b>	<b>1-2 Yrs.</b>	<b>3-5 Yrs. 5%</b>	<b>6-8 Yrs. 10%</b>	<b>9 Yrs. or more 15%</b>
Wrestling, Assistant Coach	0.080	2,951	3,098	3,246	3,394
Wrestling, Head Coach	0.150	5,533	5,810	6,086	6,363
Wrestling, Jr. Hi. Head Coach	0.070	2,582	2,711	2,840	2,969
Wrestling, Jr. Hi. Assistant	0.060	2,213	2,324	2,434	2,545
Yearbook	0.080	2,951	3,098	3,246	3,394
Yearbook, Elem	0.017	627	658	690	721

**2018-2019 SCHOOL YEAR  
SUPPLEMENTAL SALARY SCHEDULE**

**Base = \$37,809**

**2.5% - with step**

Position	Index	1-2 Yrs.	3-5 Yrs. 5%	6-8 Yrs.		9 Yrs. or more
				10%	15%	
Archery Director	0.045	1,701	1,786	1,872	1,957	
Archery Director Assistant	0.025	945	992	1,040	1,087	
Art Club Advisor	0.018	681	715	749	783	
Asst. Athletic Director	0.100	3,781	3,970	4,159	4,348	
Athletic Director	0.268	10,133	10,639	11,146	11,653	
Band (pep band, etc.)	0.104	3,932	4,129	4,325	4,522	
Baseball, Assistant Coach	0.080	3,025	3,176	3,327	3,478	
Baseball, Head Coach	0.150	5,671	5,955	6,238	6,522	
Basketball, Assistant Coach	0.110	4,159	4,367	4,575	4,783	
Basketball, Freshman Boys	0.085	3,214	3,374	3,535	3,696	
Basketball, Head Coach	0.165	6,238	6,550	6,862	7,174	
Basketball, Jr. Hi. Head Coach	0.070	2,647	2,779	2,911	3,044	
Basketball, Jr. Hi. Assistant Coach	0.060	2,269	2,382	2,495	2,609	
Cheerleader Advisor, 7-8	0.060	2,269	2,382	2,495	2,609	
Cheerleader Advisor, 9-12	0.110	4,159	4,367	4,575	4,783	
Cheerleading, Assistant	0.060	2,269	2,382	2,495	2,609	
Class Advisor, Senior	0.020	756	794	832	870	
Class Advisor, Freshman	0.017	643	675	707	739	
Class Advisor, Junior	0.020	756	794	832	870	
Class Advisor, Sophomore	0.017	643	675	707	739	
Consumer Ed. Club	0.017	643	675	707	739	
Coronation Director	0.025	945	992	1,040	1,087	
Cross Country, Head Coach	0.150	5,671	5,955	6,238	6,522	
Cross Country, Jr. Hi. Head Coach	0.070	2,647	2,779	2,911	3,044	
Drama Club	0.018	681	715	749	783	
Elem Corner Patrol	0.020	756	794	832	870	
Flag Advisor	0.025	945	992	1,040	1,087	
Football, Assistant Coach	0.080	3,025	3,176	3,327	3,478	
Football, Assistant-Coordinator	0.110	4,159	4,367	4,575	4,783	
Football, Assistant-Special Teams	0.100	3,781	3,970	4,159	4,348	
Football, Head Coach	0.165	6,238	6,550	6,862	7,174	
Football, Jr. Hi. Head Coach	0.070	2,647	2,779	2,911	3,044	
Football, Jr. Hi. Assistant Coach	0.060	2,269	2,382	2,495	2,609	
Foreign Language Club	0.018	681	715	749	783	
Golf, Head Coach	0.150	5,671	5,955	6,238	6,522	
Golf, Assistant Coach	0.080	3,025	3,176	3,327	3,478	

Position	Index	1-2 Yrs.	3-5 Yrs.	6-8 Yrs.	9 Yrs. or more
			5%	10%	15%
Land Lab Coordinator	0.018	681	715	749	783
Majorette Advisor	0.017	643	675	707	739
Mat Maid Advisor	0.017	643	675	707	739
Mentor, District	0.030	1,134	1,191	1,248	1,304
Mentor, Teacher; per Teacher	0.020	756	794	832	870
Mini Aces Basketball	0.025	945	992	1,040	1,087
Mini Aces Baseball	0.025	945	992	1,040	1,087
Mini Aces Football	0.025	945	992	1,040	1,087
Mini Aces Volleyball	0.025	945	992	1,040	1,087
Mini Aces Wrestling	0.025	945	992	1,040	1,087
Mini Aces Cross Country	0.025	945	992	1,040	1,087
Mini Aces Softball	0.025	945	992	1,040	1,087
Mini Aces Golf	0.025	945	992	1,040	1,087
Mini Aces Track	0.025	945	992	1,040	1,087
Musical Director, H.S.	0.045	1,701	1,786	1,872	1,957
Musical Director, Elem.	0.045	1,701	1,786	1,872	1,957
Musical Assistant, H.S.	0.017	643	675	707	739
Musical Assistant, Elem.	0.017	643	675	707	739
Nat'l. Honor Society	0.018	681	715	749	783
Newspaper	0.050	1,890	1,985	2,079	2,174
Prom Advisor	0.025	945	992	1,040	1,087
Quiz Bowl	0.050	1,890	1,985	2,079	2,174
Science Club/Science Fair Advisor	0.017	643	675	707	739
Science Fair Advisor	0.017	643	675	707	739
Show Choir Director	0.020	756	794	832	870
Sixth Grade Camp Director	0.025	945	992	1,040	1,087
Sixth Grade Camp Staff (each) max 5	0.017	643	675	707	739
Softball, Assistant Coach	0.080	3,025	3,176	3,327	3,478
Softball, Head Coach	0.150	5,671	5,955	6,238	6,522
Student Council, Elem	0.017	643	675	707	739
Student Council, HS	0.020	756	794	832	870
Student Council, Jr. Hi.	0.017	643	675	707	739
Track, Assistant Coach	0.080	3,025	3,176	3,327	3,478
Track, Head Coach	0.150	5,671	5,955	6,238	6,522
Track, Jr. Hi. Coach (boys)	0.060	2,269	2,382	2,495	2,609
Track, Jr. Hi. Coach (girls)	0.060	2,269	2,382	2,495	2,609
Varsity-H Club	0.018	681	715	749	783
Vocal, Extra Duties	0.080	3,025	3,176	3,327	3,478
Volleyball, Head Coach	0.150	5,671	5,955	6,238	6,522
Volleyball, Assistant Coach	0.080	3,025	3,176	3,327	3,478
Volleyball, Freshman	0.060	2,269	2,382	2,495	2,609
Volleyball, Jr. Hi. Head Coach	0.070	2,647	2,779	2,911	3,044
Volleyball, Jr. Hi. Assistant Coach	0.060	2,269	2,382	2,495	2,609
Weight Room Strength/Conditioning Coach	0.080	3,025	3,176	3,327	3,478

<b>Position</b>	<b>Index</b>	<b>1-2 Yrs.</b>	<b>3-5 Yrs. 5%</b>	<b>6-8 Yrs. 10%</b>	<b>9 Yrs. or more 15%</b>
Wrestling, Assistant Coach	0.080	3,025	3,176	3,327	3,478
Wrestling, Head Coach	0.150	5,671	5,955	6,238	6,522
Wrestling, Jr. Hi. Head Coach	0.070	2,647	2,779	2,911	3,044
Wrestling, Jr. Hi. Assistant	0.060	2,269	2,382	2,495	2,609
Yearbook	0.080	3,025	3,176	3,327	3,478
Yearbook, Elem	0.017	643	675	707	739

## TEACHER EVALUATION GUIDELINES      Appendix C

Teacher evaluations shall be done in accordance with the provisions as set forth in Ohio Revised Code Section 3319.111, 3319.11 and 3319.112.

1. The teacher evaluation procedure contained in this Appendix applies to the following employees of the District:
  - a) Teachers working under a license issued under sections §3319.22, §3319.26, §3319.222 or §3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
  - b) Teachers working under a permanent certificate issued under §3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
  - c) Teachers working under a permanent certificate issued under §3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
  - d) Teachers working under a permit issued under §3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
  - e) All other teachers not under this evaluation system as specified in "a-d" above, shall remain on the previous evaluation system.
2. Any board of education evaluating a teacher pursuant to this section shall adopt evaluation procedures that shall be applied each time a teacher is evaluated pursuant to this section. These evaluation procedures shall include, but not be limited to:
  - a) Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;
  - b) Observation of the teacher being evaluated by the person conducting the observation on at least two (2) occasions for not less than thirty (30) minutes on each occasion;
  - c) A written summative evaluation report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements will be completed within ten (10) working days following the second observation.
3. This section does not apply to teacher's subject to evaluation procedures under §3319.01 and §3319.02 of the Ohio Revised Code or to any teacher employed as a substitute for less than one hundred twenty (120) days during a school year pursuant to §3319.10 of the Ohio Revised Code.
4. No evaluations will take place until Administration has acquainted the teacher with the school district's performance expectations, evaluation procedures, criteria, and instruments, which may be used in the evaluation process.

### B. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be assessed based on the current OTES Teacher Performance Evaluation Rubric.
2. No teacher shall be evaluated on his or her teaching performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.

3. All monitoring or observation of the teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, untimely, hear-say, or undocumented information may become part of the teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices other than the handheld device used by the evaluator during the evaluation.
6. Teachers have the right to submit evidence in support of his/her evaluation.

#### C. WHO MAY EVALUATE

1. The evaluator may not be a bargaining unit member. Evaluation of an employee shall be conducted by a supervisor who is employed under a full-time contract with the Hicksville Exempted Village Board of Education pursuant to ORC §3319.01 or §3319.02 and must hold at least one (1) certificate named under division (E), (F), (G), (H), (J), (L), or (M) or ORC §3319.22 and must be credentialed as stated in Ohio law.
2. All teacher evaluations shall be performed only by the teacher's immediate supervisor(s). Immediate supervisor(s) are defined as building principals and assistant principals.
3. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator.
4. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.
5. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

#### D. DEFINITIONS

1. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
2. Evaluation Framework: As established by the State Board of Education and in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
3. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures and teacher performance at the statutorily mandated percentages. Subject to change based on legislative changes.
5. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating, based on the OTES Teacher Performance Evaluation Rubric.
6. Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers

where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: most effective, above average, average, approaching average, least effective levels of student growth.

7. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the OTES evaluation ratings. Subject to change based on legislative changes.
8. Evaluation Instruments: The process and forms used by the teacher's evaluator.
9. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
10. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
11. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of ineffective for three (3) consecutive years so long as the teacher has been in the same grade levels contained within their certification for these three (3) years.
12. Teacher(s) of Record
  - a) Is/Are responsible for assigning the grade to the student.
13. Linkage: The process of connecting the teachers(s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.
14. Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific subject and/or grade level.

## E. EVALUATION PROCESS

1. All teachers will develop a Professional Growth Plan or improvement plan if warranted (not both).
2. The Board shall provide for the allocation of financial resources to support professional development.
3. Employees shall be given a copy of any observation, or evaluation report prepared by the credentialed evaluator.
4. All evaluations will be completed by May 1 of each year.
5. The teacher's signature/PIN number cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. In the event a third observation is deemed necessary due to consideration for non-renewal, another written observation report shall be completed within ten (10) days following the third observation designating all improvements and continued deficiencies if any.
7. The written evaluation shall include recommendations that are specifically clear on what is to be done to improve in the event the credentialed evaluator finds need for improvement from a teacher. The credentialed evaluator involved in the evaluation shall assist the teacher by providing suggestions and a timeline for improvement.

8. The teachers shall be granted at least thirty (30) calendar days to correct deficiencies prior to the next observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. The teacher will be granted at least 30 (thirty) calendar days to correct deficiencies following the second observation.
9. Any evaluation which is ineffective or has below expected student growth levels must be accompanied by a written improvement plan using a mutually agreed upon form.
10. No teacher will be required to sign a blank or incomplete form.
11. Teachers will determine his/her own SGM or group SGM other than value-added including, but not limited to, type and duration (SLO and/or pre-post testing if applicable) and submit SGM to the SGM committee for approval.
12. Students who have more than the statutorily permitted absences for the school year will not be included in the determination of student growth measures.
13. If the above procedures are not followed, the teacher or teachers being evaluated shall automatically be reemployed.
14. All forms as well as the aforementioned procedures shall be changed only by mutual consent of the Board and Association stated in writing, and ratified by both parties.
15. Members who are retiring may give notice to the Board on or before December 1 of the same school year that the member intends to retire. The retirement will be effective at the end of the school year. In giving notice on or before December 1, the teacher will not be required to participate in the evaluation process. The letter of intent to retire is irrevocable upon Board action. The December 1 retirement notice applies only to the evaluation process, and does not act to modify or amend any other provisions of the Master Agreement that apply to notification or retirement and/or retirement benefits.
16. Any member who receives a rating of Accomplished for a summative rating on the OTES may only be evaluated every three (3) years.
17. Any member who receives a rating of skilled for a summative rating on the OTES may only be evaluated every two years.
18. Any member at the end of a limited contract will be evaluated regardless of the rating.

#### F. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCE

1. All observations must be accompanied by a pre-observation conference between the administrator and the teacher. This conference and/or questionnaire shall take place on a mutually agreed date upon between the teacher and evaluator.
2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place on a mutually agreed upon date between the teacher and evaluator not to exceed ten (10) working days of the observation. A written summary of the observation(s) shall be presented to the teacher during this post-observation conference.
3. The written evaluation shall include both performance strengths and weaknesses. If the teacher is found to be deficient in certain areas, the written evaluation shall include specific recommendations for improvement in the teacher's performance and the means by which the teacher may obtain assistance in making needed improvements. The teacher shall be given thirty (30) calendar days if deficiencies are found for improvement.
4. Rebuttals to written evaluations shall be accepted from teacher(s) and will be attached to the performance evaluation report. This evaluation procedure is subject to the grievance procedure, Article III, of this Agreement.

#### G. WALKTHROUGHS

1. A walkthrough shall be used for professional development purposes.

2. The walkthrough shall be at least one (1) minute, but not more than five (5) consecutive minutes in duration.
3. The teacher shall be provided a completed copy of the walkthrough form. An in person debriefing will occur if requested.
4. No more than two (2) walkthroughs shall be conducted each year for evaluation purposes.
5. Walkthroughs can be requested by a teacher in addition to employer initiated walkthroughs.
6. Walkthroughs will cause no disruption to the classroom.

#### H. WALKTHROUGH DEFICIENCIES

1. Recommendations and resources to remediate deficiencies shall be given.
2. Walkthrough deficiencies must be put in writing and provided to the teacher within two (2) work days after the observed deficiency occurs.

#### I. IMPROVEMENT PLAN FOR DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND/OR BELOW EXPECTED STUDENT GROWTH MEASURES.

1. A professional improvement plan is a clearly articulated assistance program for a teacher:
  - a) Whose overall student growth measure dimension of the evaluation is below the expected level of student growth, and/or
  - b) Improvement necessitated by formal observations resulting in the identification of teacher performance deficiencies.
2. All deficiencies shall be addressed during the post-observation conferences.
3. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conferences.
4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
5. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be in writing and provided to the teacher.
6. The remediation plan, as outlined in this section, shall detail:
  - a) Performance issues documented as deficient;
  - b) Specific performance expectations;
  - c) The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
  - d) Sufficient, specific timelines, not less than thirty (30) calendar days, as to allow for the remediation of identified deficiencies.
  - e) The provision for a trained teacher mentor/coach as appropriate.
7. If a remediation plan is developed prior to February 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

#### J. MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN

1. If requested by the employee, the District will provide teachers under an improvement plan with a mentor teacher (coach) who is not the credentialed evaluator.
2. Role of the Mentor Teacher
  - a) The mentor/teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

- b) The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
  - c) The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
3. Release Time;  
Each mentor teacher may be granted release time for direct mentoring activities. Release time may be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
4. Protections
- a) Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
  - b) A mentor teacher shall not be questioned or directed to make any recommendation regarding the continued employment of the teacher.
  - c) No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
  - d) All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
  - e) At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assign to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised once a year by the mentor teacher or teacher.

#### K. STUDENT GROWTH MEASURE COMMITTEE (SGM COMMITTEE)

- a) An SGM committee will be developed for the sole purpose of assessing, reviewing, approving, the many facets of SGM and providing professional development in the area of SGM.
- b) The SGM committee is responsible to jointly recommend the policies and procedures for the Student Growth portion of the Evaluation Procedures.
- c) The committee shall consist of the Association President or designee, Association members, appointed by the Association, and Administrator from each school building appointed by the Superintendent, and the Superintendent or his/her designee. Not more than five (5) shall be appointed for each side.
- d) The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- e) Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, request that the Association removes him/her from the committee, or is no longer able to serve on the committee due to unforeseen circumstances.
- f) At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- g) Members of the committee will receive training in the writing of SLOs including, but not limited to, SGM trainings with ODE trained trainers and any other trainings that become necessary for the committee.
- h) The committee will establish by mutual agreement a meeting calendar.

- i) Committee agendas will be developed jointly by the co-chairpersons of the committee.
- j) The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
- k) All decisions of the committee will be achieved by majority.
- l) The committee may be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
- m) Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
- n) The committee will review the multiple elements of SGM, using the approved established guidelines and return them to the appropriate parties either for gathering data or for revision and resubmission to the committee.
- o) The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
- p) In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- q) Association committee members may be paid.

#### L. PERSONNEL ACTION REQUIREMENTS

- a) A teacher's evaluation cycle shall not be considered complete until the teacher has been provided a written/digital report of the results of the evaluation.

#### M. OFF-YEAR/SKILLED AND ACCOMPLISHED EVALUATION

- a) Teachers with ratings of skilled and accomplished on off years will receive one announced informal observation consisting of no more than 15 minutes. Evaluators will complete a walk-through form on eTPES. Evaluations will hold an informal post conference within ten (10) days of the observation.

## Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>  <b>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i>  Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	<b>Evidence</b>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	<b>Evidence</b>				

Professionalism		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan, Pre-conference, Post-conference, daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## Lookup Table

### Teacher Performance

		4	3	2	1
<b>Most Effective</b>	<b>Above</b>	<b>Accomplished</b>	<b>Accomplished</b>	<b>Skilled</b>	<b>Developing</b>
<b>Above Average</b>		<b>Accomplished</b>	<b>Accomplished</b>	<b>Skilled</b>	<b>Developing</b>
<b>Average</b>	<b>Expected</b>	<b>Skilled</b>	<b>Skilled</b>	<b>Developing</b>	<b>Developing</b>
<b>Approaching Average</b>	<b>Below</b>	<b>Developing</b>	<b>Developing</b>	<b>Ineffective</b>	<b>Ineffective</b>
<b>Least Effective</b>		<b>Developing</b>	<b>Developing</b>	<b>Ineffective</b>	<b>Ineffective</b>