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NEGOTIATED AGREEMENT

BETWEEN THE

**EAST HOLMES LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

EAST HOLMES TEACHERS' ASSOCIATION

Effective through June 30, 2015

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ARTICLE I – RECOGNITION

- A. The East Holmes Local School District Board of Education, hereinafter referred to as the “Board,” recognizes the East Holmes Teachers’ Association an OEA/NEA affiliate, hereinafter referred to as the “Association,” as the sole and exclusive bargaining representative for all regular full-time and part-time certificated employees employed under limited, continuing or supplemental contracts, long-term substitutes, and all tutors. Excluded from the bargaining unit are all managerial employees and division heads as defined by the Act, all non-certificated employees, and all daily substitute teachers. Long-term substitutes shall be defined as employees who work sixty (60) or more school days in the same certificated position replacing a member of the bargaining unit who is on an approved leave of absence.
- B. The Board and the Association agree to jointly petition the State Employment Relations Board to add long-term substitutes to the bargaining unit within thirty (30) days after ratification of this Agreement.

ARTICLE II – SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Procedure

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no earlier than six (6) months prior to the expiration of the agreement. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiation session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives including consultants. Neither party shall have control over the selection of the bargaining representative of the other party.

B. Dispute Settlement Procedure

1. If, after forty-five (45) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14 (c)(1)(f) and is intended to supersede the procedures contained in O.R.C. § 4117.14.
3. The mediation period shall be forty-five (45) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the forty-five (45) days by mutual agreement of the parties.
4. Both parties agree that this procedure is the final step in negotiations.

C. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and within a reasonable time shall be submitted to the Association for ratification. Following ratification by the Association, the Agreement shall, within a reasonable time, be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.
2. Grievant – An individual employee, a group of employees, or the Association, having a grievance.
3. Days – “Days” shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by state or federal statutes.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems, which may from time to time arise affecting employees. “Lowest possible level” means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.
3. “Days” used in reference to limitations shall be maximums. However, limits may be adopted by mutual agreement of the parties. Failure of the administration or the Board to act within the required time limits permits the grievance to go to the next step.

Failure of the alleged grievant to follow the prescribed timeline makes the grievance null and void and it may not be refiled.

C. Grievance Procedure

1. Step One (Informal Procedure) – Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant may request a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.
2. Step Two (Formal Procedure) – If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, submit a formal written grievance to the immediate supervisor (see Appendix D for grievance form). The

immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.

3. Step Three – Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference, and said written decision shall be given to the grievant.
4. Step Four – If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may request a review by the Board. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. The Board shall meet with the grievant in executive session at the next regularly scheduled Board meeting. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.
5. Step Five – If the grievant is dissatisfied with the decision rendered by the Board of Education, the grievant may request Mediation. The Board and the EHTA will choose a mutually agreed upon mediator and timeframe for the process. The mediator will rule on the grievance and indicate their opinion on what outcome the grievance would have if it were taken to court.

ARTICLE V – MANAGEMENT RIGHTS

- A. The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the Board's school district except as restricted by this agreement.
- B. These rights and responsibilities include, but are not limited to, the following except as restricted by this agreement:
 1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
 2. To direct, supervise, evaluate, or hire employees.
 3. To maintain and improve the efficiency and effectiveness of governmental operations.
 4. To determine the overall methods, process, means, or personnel by which government operations are to be conducted.
 5. To suspend, discipline, demote, discharge, non-renew, layoff, transfer, assign, schedule, promote, or retain employees.
 6. To determine the overall mission of the employer as a unit of government.
 7. To determine the adequacy of the work force.

8. To effectively manage the work force.
9. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE VI – LEAVES OF ABSENCE

A. Sick Leave

1. The Board will provide the accumulation of sick leave as provided for in O.R.C.§3319.141. Total accumulation may amount to a maximum of two hundred thirty (230) days.
2. New employees to the District shall be credited with accumulated sick leave in accordance with O.R.C.§3319.141.
3. All regular full-time and part-time teachers under contract shall be entitled to an advancement of five (5) sick leave days if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced sick leave days so no loss in pay results for these five (5) days. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or the estate.
4. The Board shall require all employees to furnish a written and signed statement on Board-prescribed forms to justify the use of sick leave. If medical attention is needed, the employee's statement shall list the name and address of the attending physician and the date(s) when the physician was consulted.
5. The use of sick leave, upon the approval of the Superintendent, shall be restricted to:
 - a. As needed, for injury to the employee which renders the employee unable to perform normal classroom duties.
 - b. As needed, for employee illness, doctor or dental appointments.
 - c. As needed, for exposure to contagious disease which could be communicated to others. (Physician's statement required.)
 - d. As needed, for illness, doctor or dental appointments in the immediate family. If the absence exceeds more than five (5) consecutive days, a written statement shall be required to verify the reason for additional use of accumulated sick leave for this purpose. The "immediate family" shall be defined as: parent, stepparent, parent of spouse, child, stepchild, spouse, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law, legal guardian, or a permanent resident of the employee's home. In the event of a close friend or relative not included in the above, leave may be considered by the Superintendent and such leave chargeable to sick leave will not be authorized for more than two (2) days by the Superintendent.
 - e. As needed, for incident of death in the immediate family as defined above. When more than three (3) days are needed, a written explanation is required.
 - f. Time may be granted for attendance at funerals of other close relatives or friends upon written application to and approval of the Superintendent.

- 1) For immediate family, as defined above, the employee may choose sick leave or restricted personal leave for a funeral.
 - 2) For other relatives or close friends, sick leave may be granted if the employee's restricted personal leave days have been used.
- g. Falsification of a sick leave statement is grounds for suspension or termination of employment under O.R.C. §3319.16.

B. Sick Leave For Pregnancy

1. An employee may use sick leave for absence caused by her pregnancy (which includes pregnancy, false pregnancy, miscarriage or childbirth, and recovery from miscarriage or childbirth).
2. Within three (3) weeks after delivery, the employee must notify the Superintendent in writing of her anticipated date of return to work. The employee must submit a physician's statement which attests to her continuing disability and specifies the probable date she will be able to return to work, typically either six (6) weeks for natural delivery or eight (8) weeks for caesarean delivery, but not to exceed eight (8) weeks.
 - a. The sick leave period shall be consecutive calendar weeks, beginning on the date of birth, and will include days that are not regularly scheduled work days (i.e. Christmas or Spring break). Sick leave will be charged only for regularly scheduled work days or make-up days.
 - b. Employees may return to work immediately after their pregnancy leave, at any point during the school year.
3. If at any time during the employee's pregnancy, or in the immediate weeks after her return to work following her pregnancy, there is evidence that the employee is unable to perform her full duties and responsibilities, the Superintendent may require a physician's statement concerning the employee's physical condition.
4. Employees may be granted up to six (6) consecutive weeks of paid sick leave for the purpose of international adoption, including travel time to gain physical custody of the child being adopted. Adoption leave is available only to the legal adoptive parents.

C. Extended Maternity Leave

1. Maternity leave shall include an unpaid leave of absence for pregnancy and expected childbirth, and childrearing following childbirth or adoption, which is expected to last longer than the paid leave described in Section B above.
2. Upon written request by an employee, the Board shall grant a leave of absence without pay for pregnancy and expected childbirth and may grant a leave of absence without pay for childrearing following childbirth or adoption.
3. A pregnant employee must notify the Superintendent in writing upon determination of her pregnancy. The employee may request a maternity leave at any time, but should do so well in advance of the date leave is to commence so that continuity of instruction may be maintained.
4. A written request for maternity leave for the purpose of childrearing should also be submitted well in advance of the date leave is to commence so that continuity of instruction may be maintained.

5. The length of a maternity leave shall be a maximum of one school year.
6. An employee on extended maternity leave may return from maternity leave only at the start of a nine (9) week grading period or semester unless a vacancy for which she is qualified occurs during the school year.
7. An employee on a maternity leave of absence because of pregnancy and expected childbirth may maintain group insurance coverage by remitting monthly premiums in advance to the Treasurer.
8. An employee returning from maternity leave shall be assigned to a position for which she is properly certified and shall resume the contract status held prior to such leave.
9. An adoptive mother is eligible for six (6) weeks of paid childcare leave immediately upon gaining physical custody of the child.

D. Paternity Leave

Paid paternity leave of up to five (5) consecutive working days shall be granted to new fathers. Sick leave shall be used for this absence. Any additional leave beyond five (5) days shall be considered unpaid Family and Medical Leave Act leave. Paternity leave shall be taken within two (2) weeks of the child's birth or adoption. Extenuating circumstances can be considered by the Superintendent.

E. Grandparents Leave for Childbirth

Up to three (3) days of paid sick leave will be granted to new grandparents.

F. Accumulated Sick Leave Notification

The Board will notify all employees annually of their accumulated sick leave by the fifteenth (15th) of September.

G. Use of Sick Leave – Advance Notice

1. In case of personal illness, a teacher who teaches within one (1) school building shall make every effort to notify the building principal the evening before his/her expected absence. In cases where this is not possible, the building principal shall be contacted a minimum of one and one-half (1 ½) hours before school begins except in cases of extreme emergency in which notification shall be as soon as possible.
2. Teachers who instruct in more than one (1) building during the workday shall inform the principal of the first school in which he/she is scheduled to instruct. The principal notified should subsequently notify all other principals affected by the absence of the teacher. Notification times and conditions found in the preceding paragraph also apply to multiple building teachers.

H. Personal Leave

1. The Board will grant two (2) days unrestricted personal leave per school year, noncumulative. Additionally, the Board will grant one (1) day of emergency personal leave per school year, noncumulative.

- a. An employee is permitted to use two (2) unrestricted days in the first semester of the year.
 - b. Only one (1) unrestricted personal day may be used in the second semester, unless special permission is granted by the Superintendent.
 - c. Emergency will be defined as a serious, unavoidable and unforeseen circumstance (must not be planned).
2. Immediate family shall be defined as: parent, parent of spouse, child, spouse, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law, stepchild, stepparent, legal guardian, or a permanent resident of the employee's home.
 3. Definition of Unrestricted Personal Leave: Unrestricted personal leave is personal leave utilized by the employee for personal reasons and requested in accordance with the personal leave procedure prescribed in Section 4 below.
 4. Personal Leave Procedure
 - a. A statement requesting personal leave must be submitted to the principal three (3) days prior to the date of absence. If an emergency arises, the three (3) day advance notice provision may be waived upon notification to the Superintendent of the emergency and his/her subsequent approval.
 - b. Two (2) copies are to be given to the principal. The principal will then give them to the Superintendent. The Superintendent will sign one (1) copy (if the request is in compliance with the policy) and return it to the principal. The principal will initial the copy and give it to the teacher. The second copy will remain with the Treasurer for the record.
 - c. A slip shall be given to the employee either stating acceptance or refusal for a personal leave. If the request is denied, the reason for denial shall be stated on the slip.
 - d. Failure to comply with proper procedure will disqualify the applicant from being granted personal leave. Use of personal leave without compliance with the policy will result in payroll deduction.
 - e. Personal leave may not be utilized on the first or last day of school, on in-service days, nor on the day before or day after a holiday or vacation day, nor to work at another job, unless permission is granted by the Superintendent. Also, no more than ten percent (10%) or 2 members of the teaching staff (whichever is greater) may be on personal leave at the same time.
 - f. Falsification of a personal leave statement is grounds for suspension or termination of employment under Ohio law.

I. Professional Leave

1. Professional leave shall be in accordance with current Board policy, which shall remain unchanged during the life of this Agreement. Reimbursements will be as listed:

Mileage	IRS Rate at July 1(beginning of the school year), less \$0.04, then rounded up to whole cents.
Meals	\$6.00 – Breakfast per day

\$10.00 – Lunch per day

\$15.00 – Supper per day

Lodging \$75.00 per day

2. Employees needing a hotel room are required to make arrangements with the treasurer's office before their travel to take a school check and a tax exempt form for the lodging expenses. The Board will not be responsible for the payment of state tax on any lodging if an exempt form was not requested.
3. If no overnight stay is required, no more than two (2) meals will be reimbursed for a one (1) day conference. Extenuating circumstances will be considered on a case by case basis.
4. No reimbursement will be granted for snacks and/or drinks not included with a meal.

J. Jury Duty Leave

An employee serving on jury duty shall be compensated in an amount representing the difference between jury duty pay, less reasonable expenses, and his/her regular pay. Employees will sign their jury pay over to East Holmes Board of Education and the Board will pay the employee for their regular daily rate for each day of jury duty.

K. Assault Leave

1. Any certified employee of the Board physically assaulted while in the course of such teacher's employment and physically disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed twenty (20) days. The Superintendent may extend such time in unusual circumstances.
2. To be eligible for assault leave, the certified employee shall: (1) apply for Workers' Compensation benefits; (2) make a written statement concerning the assault on forms provided by the Board.
3. If Workers' Compensation benefits are paid, the Board shall pay to each employee the difference between the benefits received and the employee's regular salary.
4. There shall be no deduction from the accumulated sick leave of the certificated employee while on assault leave.

L. Family Medical Leave

1. Members of the bargaining unit shall be eligible for participation under the Family and Medical Leave Act of 1993 consistent with the Final Regulations of the Family Medical Leave Act published in the Federal Register.
2. The year for determining the twelve (12) month period for the Family Medical Leave Act shall be July 1 – June 30.

ARTICLE VII – COMPENSATION

A. Salary and Index

The BA-0 Base Salary shall be Thirty Four Thousand One Hundred Sixty Six Dollars (\$34,166) for the 2013-2014 school year. The BA-0 Base Salary shall be Thirty Four Thousand Eight Hundred Forty Nine Dollars (\$34,849) for the 2014-2015 school year.

B. Supplemental Salaries

The supplemental salary schedule appears in Appendix C of this Agreement.

C. Tutor's Salary

The tutors' wage rate shall be Twenty Dollars (\$20.00) per hour.

D. Professional Compensation

Recognizing that teachers are professionals, the 184th day of their contract will be compensation for job requirements outside of the teacher workday, including, but not limited to: staff meetings, building open house, building meetings, parent meetings, team meetings and/or attending events and activities in support of students (co-curricular and extra-curricular).

ARTICLE VIII – FRINGE BENEFITS

A. Insurance Benefits

1. The Traditional Insurance plan will be eliminated as of December 31, 2013. All employees still enrolled as of that time will be able to enroll into the HDHP plan as of January 1, 2014.
2. As of January 1, 2014, all employees enrolled in the East Holmes insurance program must remove spouses from the East Holmes insurance plan if that spouse has available health insurance coverage through their employer. Documentation from the employer must be provided if no insurance coverage is available.
3. For spouses retiring on and after January 1, 2014, the spouse must enroll in health insurance benefits through their retirement system, if available. Documentation from the retirement system must be provided if no insurance coverage is available.
4. Health Insurance Benefits – the Board of Education will maintain a health insurance plan for employees. An explanation of the plan follows:
 - a. Guidelines
 - 1) In cases where the husband and wife are both employed by the Board, they are entitled to two (2) individual policies or one (1) family policy.
 - 2) The Board agrees to negotiate any regressive changes to the insurance coverage.
 - 3) The board shall have the right to select the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium without negotiating the carrier of any insurance coverage with the Association. However, the Board agrees to establish an insurance committee with the Association and to take the recommendations of that committee into consideration before changing insurance coverage or plan benefits.
 - 4) Any change in carrier, method of insuring, or participation in any insurance consortium during the contract shall provide benefits equivalent to those listed in the attached Schedule of Benefits.

- 5) All positions requiring certificated personnel shall be classified, for insurance purposes, as follows:
 - i.) Full-time position: A position requiring more than thirty (30) hours per week for a minimum of thirty-seven (37) weeks per year.
 - ii.) Part-time position: A position requiring thirty (30) hours per week or less for a minimum of thirty-seven (37) weeks per year.
- 6.) It shall be the responsibility of the employee to notify the Board Treasurer, in writing, of any change in dependency status.
- 7.) The enrollment period for all employees is during the month of September with coverage becoming effective October 1. Employees hired during the school year shall have thirty (30) days in which to apply. Applications are made through the Treasurer's Office.
- 8.) Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits
 - i.) When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete the pre-admission review procedural requirements prior to admission.
 - ii.) For non-emergency hospital admissions (admissions which are scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained prior to the actual admission to the hospital.
 - iii.) For emergency hospital admissions (admissions which are not scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained within forty-eight (48) hours of the actual admission to the hospital.
 - iv.) No benefits will be payable for additional days in the hospital not certified as "medically necessary."
 - v.) The employee and/or physician are notified if the admission is authorized or denied. If approved, they are also notified of the number of days of confinement authorized. If additional days are required, the Pre-Admission Review Center is again notified and additional days are approved or denied based on the medical necessity of the additional days of confinement.
 - vi.) If the admission is not authorized, the Pre-Admission Review Center will furnish the reason for denial and suggest admission alternatives, such as out-patient programs.
 - vii.) If a covered person does not receive the authorization in accordance with these guidelines, or if he/she is admitted after having received a denial of in-patient confinement days, the employee shall be responsible for the first Five Hundred Dollars (\$500.00) of non-preauthorized charges.
- 9.) Non-Weekend Admissions to Hospital The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an in-patient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day following admission.
- 10.) A maximum of thirty-five (35) visits per person per year will be paid for chiropractic treatments and/or chiropractic care.
- 11.) For any newly hired employees, or dependents, who enroll for any insurance coverage on or after the effective date of this Agreement, consult the

insurance plan coverage booklet for information on pre-existing condition exclusions and creditable coverage.

b. High Deductible Health Plan

Effective July 1, 2005, the Board shall offer an alternative health care plan that is designed to qualify as a “high deductible health plan” (“HDHP”) under Section 223 of the Internal Revenue Code (“IRC”). In accordance with the requirements of IRC Section 223, the HDHP shall have the following features:

- 1.) Benefits under the HDHP shall be limited to medical and prescription drug benefits. The Plan shall not provide dental or vision benefits.
- 2.) Annual deductibles for the HDHP will be set at the IRS (Internal Revenue Service) prescribed minimum deductibles for such plans each year for single and family (including employee and spouse and employee and children) coverage. These deductibles apply to in network usage. Employees will be notified via a memo and/or email of the deductibles for the upcoming calendar year, when those amounts will change from the previous calendar year.
- 3.) All benefits provided under the HDHP shall be subject to the deductible, including prescription drug benefits. Preventive care shall not be subject to the deductible, to the extent permitted under IRC Section 223.
- 4.) An employee will be eligible to elect coverage under the HDHP only if the employee qualifies as an “eligible individual” under IRC Section 223(c)(1). Accordingly, an employee shall be eligible to elect coverage under the HDHP only if the employee is not covered under another health plan that:
 - i.) is not a high deductible health plan under IRC Section 223, and
 - ii.) provides coverage for any benefit which is covered under the East Holmes Local School District HDHP.
 - iii.) An employee will be eligible to elect family coverage under the HDHP without regard to whether the employee’s spouse and dependents who are to be covered under the HDHP qualify as “eligible individuals” under IRC Section 223.
 - iv.) Notwithstanding the foregoing, an employee shall not be eligible to participate in the HDHP if the employee becomes entitled to Medicare benefits.
- 5.) The Board shall be permitted to select an insurance company or other provider or providers to provide the HDHP. The Board may elect to provide the HDHP on an insured or self-insured basis, or any combination thereof. The Board also may elect to participate in a consortium or similar group. However, the Board will take into consideration recommendations from the insurance committee before selecting or changing the HDHP provider.
- 6.) The Board shall arrange, through the provider of the HDHP or otherwise, for a health savings account (“HSA”) to be made available to an employee who elects to participate in the HDHP. The HSAs made available in conjunction with the HDHP will be designed to be accounts that are tax-exempt pursuant to IRC Section 223(d) and (e). An employee who participates in the HDHP shall complete application forms and other written materials as are necessary to establish the HSA and shall be the owner of the HSA.

- 7.) Fees and charges associated with an HSA shall be payable from the account or directly by the owner of HSA. An employee who has an HSA established under the HDHP may elect to receive disbursements from the HSA at any time; and the employee shall be solely responsible for the tax consequences associated with the disbursements the employee receives from the HSA.
- 8.) If an employee elects to participate in the HDHP, the Board shall contribute \$250 for single plan coverage or \$500 for all other plans to the employee's HSA, based on the employee's insurance coverage before January 15th of each year.
- 9.) The foregoing contribution amounts shall apply for all employees who are classified as being employed in a "full-time position" for Insurance Benefit purposes under Article VIII.A.1.f. of this Agreement. Employees who are classified therein as being employed in a part-time position, shall be entitled to have a prorated amount contributed to their HSA account based on the pro-ration method used in Article VIII.A.1.a. of this Agreement.
- 10.) If an employee elects to participate in the HDHP, the employee shall be required to pay 5% of the premium (rounded) that the Board of Education is contributing for the HDHP plan.
- 11.) The HDHP will be designed to meet the requirements of IRC Section 223(c)(2) and applicable regulations, and shall be administered, interpreted and operated to comply with such requirements. However, neither the Board, nor the Association, guarantee the tax consequences associated with the HDHP and any HSA that is established for an employee who is covered by the HDHP. The Treasurer's office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies as it believes it is required to do so by law.

c. Section 125 Plan

- 1.) Effective July 1, 2005, the Board shall modify its existing "Section 125 Plan" to provide for the following:
 - i.) An employee who must make employee contributions for health care coverage under either the traditional plan or the HDHP will be able to make a pre-tax salary reduction election to pay for those required contributions,
 - ii.) An employee who elects coverage under the HDHP will have the employer contributions to the employee's HSA for each month of such coverage made under the Section 125 Plan, and
 - iii.) An employee who elects coverage under the HDHP may also elect to have pre-tax salary reduction contributions made to his or her HSA, to the extent of the difference between the amount paid to the HSA by the Board and maximum amount that may be credited to the HSA for the month of coverage, pursuant to IRC Section 223.
- 2.) The Section 125 Plan will be designed to meet the requirements of IRC Section 125 and applicable regulations. Accordingly, except for the initial open enrollment for the HSA Plan, the "Plan Year" of the Section 125 Plan shall coincide with the annual open enrollment period that applies under the health care plan of the school district; and on an annual basis, employees who elect to be covered under the health care plan of the school district shall be automatically deemed to be enrolled in the Section 125 Plan and to have elected to have their required employee contributions for health care coverage deducted from their

compensation on a pre-tax basis. An employee's deemed election to participate in the Section 125 Plan may not be revoked during a Plan Year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). To the extent required for compliance with IRC Section 125, the Board will provide for restrictions on the timing of the benefit elections of employees and dependents under the health care plans of the school district. Details of the Section 125 Plan will be provided at the time of an employee's initial enrollment in the plan and on an annual basis. Plan details will also be available through the Treasurer's office.

- 3.) The Treasurer shall be the administrator of the Section 125 Plan, unless the Board delegates administration to a third party administrator. The Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. Neither the Board nor the Association, guarantee the tax consequences associated with the Section 125 Plan; and the Treasurer's office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies as it believes it is required to do so by law.

2. Term Life Insurance

The Board agrees to provide a term life insurance policy including accidental death and dismemberment for all regular full-time certified employees in the amount of Twenty-Five Thousand Dollars (\$25,000). The Board will pay one hundred percent (100%) of said coverage. Teachers working more than forty percent (40%) time but less than full time will receive a policy to be paid by the Board with fifty percent (50%) of the coverage of full-time employees.

3. Dental Insurance

The Board will provide dental insurance coverage for all regular full-time employees at no cost to the bargaining unit member in accordance with Aultcare or its equivalent. Benefits for regular teaching employees who work less than full time shall be prorated according to their time worked.

B. Severance Pay

1. In accordance with O.R.C.§124.39, all employees who present evidence of retirement from the State Teachers' Retirement System at the time of retirement from active service with the East Holmes Local School District shall be granted severance pay for their accrued but unused sick leave days according to the following provisions.
2. To be eligible for severance pay, the Board must accept the employee's resignation for the purpose of retirement for severance pay no later than sixty (60) days after the last paid date of service with the East Holmes Local School District and the Board officially accepts the employee's request for severance pay based on the former employee moving from active employment into the retirement system. The employee must present satisfactory evidence to the Board that he/she has met the requirement and has been officially granted service retirement.

3. Severance pay shall be for the employee's accrued but unused sick leave days at the time of retirement based on twenty-five percent (25%) of the value of his/her accrued but unused sick leave days. A maximum of 210 sick days will be used for the calculation of severance pay, for all retirements prior to July 1, 2014. For all retirements after June 30, 2014, a maximum of two hundred thirty (230) sick days will be used for the calculation of severance pay.
4. Payment shall be based upon the employee's daily rate of pay at the time of retirement.
5. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
6. Such payment shall be made only once to any employee.
7. Payment shall be made only upon retirement and is not authorized in the event of death of an employee.
8. Severance pay shall be paid by check within one hundred (100) calendar days of the employee's effective date of retirement. The pay shall be subject to all legal deductions.
9. An employee must have completed ten (10) years of service to the Board in order to be eligible to receive severance pay upon retirement.

C. Mileage

The mileage reimbursement rate for any Board or administrative approved travel by a member of the bargaining unit shall be paid at the IRS rate at July 1 (beginning of the school year) less \$0.04, then rounded up to whole cents.

D. STRS Tax Deferral Pick-Up

1. The Treasurer of the Board shall contribute to the State Teachers' Retirement Systems (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.
2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall

not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the first month after the ratification of this agreement.
8. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

E. Early Retirement Incentive Cash Payment

In addition to the provisions in Section B., above, the Board agrees to pay a lump sum cash payment in the amount of Three Thousand Dollars (\$3,000.00) for employees who elect to retire within thirty (30) days after the end of the school year in which one of the following criteria is met:

- 1) The teacher has attained 25 service years with STRS and is age 55 or older;
- 2) The teacher has reached 30 years with STRS (age is not a factor).

If the teacher chooses to forgo the incentive at step 1 above, they will still be eligible for the incentive if they elect to retire within 30 days after the end of the school year in which they reach 30 service years.

F. Tuition Reimbursement

1. The Board agrees to pay up to One Hundred Twenty-Five Dollars (\$125.00) per semester hour to full-time teaching employees who successfully complete (grade B or better) graduate courses taken in an education related field.
 - a. For those working towards their first Master's degree, the declared major will determine if courses are education related.
 - b. For those with a Master's degree, it must be evident that courses are education related.

2. An employee may receive reimbursement for a maximum of six (6) semester hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board Treasurer to be eligible for tuition reimbursement.
3. An employee must teach in the District the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.
4. The Board will appropriate for tuition reimbursement purposes a maximum of Thirty Thousand Dollars (\$30,000) per year for the life of this negotiated agreement. If the amount of valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested. Payment will be made during September of the following school year. Transcripts and proof of payment must be turned in by September 15.
5. The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by an employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency.
6. A maximum of Ten Thousand Dollars (\$10,000) of the amount listed in #4 above will be set aside to be used for professional development for employees required to complete an improvement plan as a result of final summative rating of ineffective or as a result of poor student growth. Professional development will be identified and scheduled as a part of the collaborative writing of the Improvement Plan as required by the evaluation policy. On-site activities, district in-services and district employees will be utilized when possible.
7. The Association and Administration will reach a consensus agreement addressing any changes in licensure requirements that may arise during the term of this negotiated agreement.

G. Charitable Deductions

The Board agrees to administer payroll deductions for any employee who wishes to contribute to an employee who has exhausted all of his/her accumulated sick leave. Deductions may also be forwarded to the East Holmes Employee Foundation to help with the Sick Leave Assistance Program.

H. Sick Leave Assistance Program

1. An employee who has exhausted all available sick leave and absorbed five (5) continuous dock days, may receive a maximum of ten (10) days from the Sick Leave Assistance Program.
2. Teachers wishing to donate days to the assistance program may donate no more than two (2) days per year. The Board will bear the cost of the donated sick days and the donor will match that cost in order to make two (2) days available for every one (1) day donated.
 - a. At the time of the donation, the donor must match the Board cost of donating that day.

- 1.) Cost will be based on the receiving teacher's daily rate of pay plus Board paid retirement, Medicare and Workman's Comp.
 - 2.) Matching can be accomplished by paying the board directly or signing up for payroll deduction, to be deducted from no more than two pay periods.
- b. Sick days may be donated only in whole day increments.
3. A joint committee consisting of three (3) Association officers, the Superintendent and the Treasurer will establish the guidelines.
 4. Using the established guidelines, the committee will determine eligibility on an individual case basis.
 5. Employees who wish to offset the donor's cost of donating a day, may choose to have a payroll deduction that is forwarded to the East Holmes Employee Foundation, to be administered by the Association. Donating employees sick days shall be reimbursed by the Foundation, up to 100% of the docked amount, dependent upon Foundation funds available.
- I. Assistance for Background Check Expenses
1. Once every five (5) years, the Board will provide a free background check through one agency (FBI or BCI) at the Central Office.

ARTICLE IX – PAYROLL

A. Paydays

1. The Board will pay all employees in twenty-six (26) equal biweekly payments beginning with the second Friday of the school year. However, in the event a designated pay date should fall on a holiday, paychecks will then be distributed on the last weekday prior to the holiday. When the payday falls on a Friday when school is not in session (i.e., summer vacation, Christmas break, spring break), paychecks will be available at the administrative offices on Thursdays from 1:00 p.m. to 3:00 p.m. All paychecks not picked up at that time will be mailed that afternoon. If a holiday falls on that Thursday, checks will be available Wednesday afternoon.
2. Since employees cannot be paid more than what is earned, a three (3) week pay period will occur when it is necessary to coincide the beginning pay dates with the beginning work days on the school calendar in any given year.
3. Effective July 1, 2013, all new employees and substitute employees will be required to enroll in direct deposit of payroll. All new regular employees with district email will be required to receive email (paperless) notification of direct deposit.

B. Dues Deduction

1. The Board agrees to deduct Association dues from the pay of those employees who individually request in writing that such deductions be made.
2. The aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the fifteenth (15th) of the month after such deductions are made.

ARTICLE X – VACANCIES AND TRANSFERS

- A. A list of all newly created or vacant positions will be posted in the Superintendent's and Treasurer's offices and in each school building at least five (5) days prior to the filling of the position during the months of August through June.
- B. Teachers who desire a change in grade or subject assignment or who desire a transfer to another building shall file a written statement of such desire with the Superintendent not later than May 15, of any school year.
- C. Consideration will be given to such requests for voluntary reassignments and transfers. When applications for such voluntary reassignment or transfer are approved or denied the applicant will be notified in writing of the decision. The Superintendent, with the approval of the Board, shall have the final authority to assign teachers and other employees under his/her supervision as provided by law.
- D. A tentative teaching assignment for the following school year shall be sent to each teaching employee prior to July 15. This assignment shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.
- E. A list of vacant positions which occur during the summer will be communicated to all employees using the following methods:
 - 1. Notification will be sent via email to all employees who have provided an email address to the Superintendent's Secretary.
 - 2. The list will be posted on the East Holmes Local Schools web site.
 - 3. Postings will be available on the District's helpline during periods in which school is not in session.
 - 4. If the above notifications methods are not feasible, an employee may request a written copy of the vacancies be mailed to them. This request must be in writing and be delivered to the Superintendent's Secretary.

The original posting date will be considered the date the vacancy is posted on the District's website.
- F. All currently employed applicants will be granted an interview.

ARTICLE XI – NONRENEWAL OF SUPPLEMENTAL CONTRACTS

All supplemental limited contracts including regular supplemental and extended time contracts shall be automatically non-renewed at the end of the activity or by April 30 of each school year, whichever is sooner. The procedural due process and evaluation requirements contained in O.R.C. §3319.11 and §3319.111 shall not apply to supplemental or extended time contracts.

ARTICLE XII – SCHOOL DAY, YEAR, AND CALENDAR

- A. Each teacher shall be granted at least thirty (30) minutes for a duty-free lunch each school day.
- B. The school calendar shall not exceed one hundred eighty-four (184) days inclusive of teacher workdays and/or in-service days.
- C. The Superintendent will hold a meeting in early October with three (3) members of the teaching staff and three (3) members of the classified staff to prepare calendar options for the next calendar year.

The Board will review options and approve the satisfactory options. The Board then will submit options to the entire staff for a recommendation and input. After reviewing all input and considering the recommendation of staff, the Board will then select the calendar for the next school year at the December Board of Education meeting.

The calendar meeting will be held after school hours so all members can attend.

- D. Teachers shall be released the same amount of time equal to the time spent in parent conferences.
- E. The length of the teacher day for all members of the bargaining unit shall not exceed seven (7) hours and thirty (30) minutes.
- F. If the Board operates educational programs in buildings new to the District, and such position requires any alterations to the school day and/or school calendar, then the following conditions shall be met:
 - 1. Prior to any assignment in such buildings, the Superintendent will discuss the changes with the President of the EHTA and the OEA Consultant.
 - 2. Only volunteers will be used.
 - 3. Any alterations in the school day and/or school calendar in such buildings can only occur with the consent of the Association President.
 - 4. Prior to implementation, the President, Superintendent, and volunteer teacher(s) will meet together and review the program, day, year, etc. These persons will meet again at the end of September, November, January, and March for review and suggestions for the program. More meetings may be held if so requested by any of the parties.

ARTICLE XIII – CONTRACTS AND ANNUAL SALARY NOTICE

- A. Limited, continuing, and supplemental contracts shall be issued in accordance with the provisions of the Ohio Revised Code.
- B. Limited, continuing, and supplemental contract forms appear in Appendixes E, F, and G respectively.
- C. Each employee will receive an annual salary notice by July 15. This date will supersede the requirements as prescribed in O.R.C. §3319.12.
- D. The parties agree and recognize that it is the employees' responsibility to have a current and valid license or certificate at the start of each school year.
- E. In January of each school year, the administration will notify teachers whose licenses or certificates will be expiring within the next six months.
 - 1. Notification will be in writing and the teachers will be required to document that such notification was received.
 - 2. Notifications will include statement of ramifications (per O.R.C. 3319.36) for failure to hold a valid license or certificate.
 - a. A teacher who is continuing employment with the district but does not have a current and valid license or certificate, will have salary withheld beginning with the first pay of the

school year, until a current and valid license or certificate is filed with the administration, or an application for a license or certificate is verified and filed with the administration.

- b. A new teacher, during their initial employment contract (first teaching position only) may be paid for services rendered during the first two months of the current school year. After that, salary will be withheld until a current and valid license or certificate is filed with the administration, or an application for a license or certificate is verified and filed with the administration.
3. The status of a teacher's license or certificate may be obtained at any time by contacting the administrative office.

ARTICLE XIV – PERSONNEL FILES

- A. All members of the bargaining unit shall be entitled to the rights granted by O.R. C. §1347 with respect to their personnel files.
- B. A teacher shall have the right, upon request and with reasonable notice, to review the contents of his/her personnel file and to receive one (1) copy of any item contained therein, exclusive of confidential letters of reference and recommendations.
- C. If an unfavorable statement or notation is in the file, the teacher shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- D. Teachers shall be given a copy of any item in their personnel file.

ARTICLE XV – REDUCTION IN FORCE

- A. A reduction in force may occur by reason of any of the following items. Suspension of teaching contracts shall be in accordance with O.R.C. §3319.17.
 - 1. Performance – All Final Summative Ratings will be comparable for the life of this negotiated agreement
 - 2. Decrease in pupil enrollment
 - 3. Return of regular teacher from Leave of Absence
 - 4. Program or curriculum changes
 - 5. Territorial changes affecting the District
 - 6. Financial reasons:
 - a. Two (2) years of consecutive deficit spending of 1% or more of total General Fund revenues, or
 - b. 1% or more reduction of General Fund revenues from local, state or federal sources
- B. The Board agrees to notify the Association at least 45 days prior to taking action on staff reductions. Employees being considered for Reduction in Force will be notified thirty (30) days prior to expected Board of Education action.
- C. Any teacher unemployed as a result of a reduction in force, including limited contract teachers, shall be recalled during the twenty-four (24) months following the reduction in reverse order of being released, providing the teacher is certified for the vacant position.

1. The twenty-four (24) month period begins on July 1 following the delivery of the Reduction in Force notice to the employee.
 2. When an employee that has been affected by a Reduction in Force is recalled to a position within the District, he/she has ten (10) business days to accept or reject the offer of employment.
- D. Nothing in this section shall limit the Board's authority to non-renew a limited contract teacher.
- E. A seniority list for all members of the bargaining unit will be prepared annually and distributed to the Association. The list will include employee's name, date of hire, contract, and certification.
1. Employees hired prior to July 1, 1999, where the date of hire is the same for two or more employees, the tie will be broken by using the date on the application form. Further ties will be broken using the toss of a coin.
 2. Employees hired after July 1, 1999, but before July 1, 2008, where the date of hire is the same for two (2) or more employees, the tie will be broken by looking at the order in which the teachers were placed on the Board of Education's agenda at the time the teachers were hired.
 3. Employees hired after June 30, 2008, the following items, in order, will determine placement on the seniority list:
 - a. Hire date in certification area.
 - b. Date signed Offer of Employment was returned to District.
 - c. Full time teaching experience previous to East Holmes employment.
 - d. Application date.
 - e. Last four (4) digits of Social Security number, higher numbers first on seniority list.
 - f. Coin toss.
- F. If the District asks an employee to change their employment source due to available third party funding, the employee will continue to accumulate seniority. This seniority will be maintained if the employee returns to the District with no break in service.
- G. Employees affected by a Reduction in Force will be permitted to attend all professional development opportunities within the District.

ARTICLE XVI – TEACHER PRIVILEGES

- A. The Board will make an effort to have sufficient teachers to maintain a quality educational program.
- B. Teachers shall have the right to representation of their choice in any disciplinary meeting.
- C. There shall be no discrimination exercised due to race, color, creed, national origin, or sex.
- D. An employee shall not be required to administer a medication drug to a student if the employee objects.

- E. Employees of East Holmes Local Schools may have their child attend school in the East Holmes District tuition free. If the child qualifies as an open enrollment student (adjacent districts), employees will be required to complete the steps necessary for open enrollment, in order to maximize the funding that East Holmes will receive for the student. All others are required to provide written notification of their request before May 15th of the previous school year.

ARTICLE XVII – ASSOCIATION PRIVILEGES

- A. The Board shall provide to the Association President each school year one (1) copy of the Board Policy Book. Amendments to the Board Policy Book will be issued as they become available. Additionally, one (1) copy of the Board Policy Book will be placed in the office of each building in the District.
- B. The Association shall have the right to use school buildings for Association meetings in accordance with Board policy regarding use of buildings.
- C. The Association shall have the right to have material distributed through inter-school mail and school mail boxes.
- D. The Association shall have the use of one (1) bulletin board per building designated by the building principal.
- E. Association Leave
1. One (1) teacher who is a certified representative or delegate to the Ohio Education Association annual meeting may attend said meeting for a period not to exceed a total of two (2) days per school year.
 2. Written request for attendance at such conference must be submitted to the Superintendent at least ten (10) days in advance of the leave.
 3. The Board will only assume the cost of the substitute teacher in regard to Association leave.

ARTICLE XVIII – TEACHER EVALUATION

- A. Three MoU's will be implemented to address the Standards Based Evaluation System.
- B. Traditional Evaluation System.
1. The purpose of periodic formal evaluation is the improvement of instruction.
 2. Only Certified East Holmes Administrators shall be responsible for observing and evaluating teachers.
 3. During the first year of employment with the District or in the year a limited contract expires, each teacher will be observed a minimum of four (4) times and will receive written summative evaluations a minimum of two (2) times. Two (2) of the observations (See Appendix I) will occur prior to January 31 with the written summative evaluation incorporating the two observations (See Appendix J) given to the teacher on or before

- February 10. If the teacher is a first year teacher or in the year his/her limited contract expires, or if the teacher has deficiencies noted in any aspect of job performance, the teacher will receive a second evaluation cycle which shall be performed between February 10 and May 1, with a written summative evaluation given to the teacher on or before May 10.
4. Continuing contract teachers will be observed a minimum of once every two (2) school years, but may be observed more frequently.
 5. All classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the Teachers Classroom Observations Form (See Appendix I) for each observation performed.
 6. The observation results as well as any other job performance issues, will be documented and discussed at a post-observation conference. This conference will normally be conducted within ten (10) working days after the observation unless the administrator or the teacher is absent.
 7. All observations and other documented items will be consolidated into the Teacher Summative Evaluation Form (See Appendix J). A copy of any such referenced documents shall be given to the teacher in accordance with Section C above.
 8. Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form.
 9. Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teachers personnel file.
 10. All limited contract teachers whose contracts do not expire during the current school year shall receive a minimum of two (2) observations and one (1) summative evaluation.
 11. The teacher may take one (1) representative to any and all conferences in this procedure.
 12. When the overall performance of a teacher is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (See Appendix J). The teacher shall have the right to request a conference with his/her evaluator following receipt of the summative evaluation form.
 13. If any category on the Teacher Summative Evaluation Form is marked less than satisfactory, the evaluator shall inform the teacher on the evaluation form of the reasons for the unsatisfactory rating and shall also make recommendations for improvement.
 14. When a problem is identified, administrative and supervisory personnel will confer and work with the teacher to set up written goals and objectives for improvement in the problem area.
 15. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before May 10 of that year.
 16. Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified prior to the non-renewal action by the Board.
 17. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. § 3319.11 and §3319.111.

ARTICLE XIX – LONG TERM SUBSTITUTES

- A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
- B. Any teacher who has worked as a long term substitute and who is re-employed by the Board shall have all contractual rights of regular teachers. Any teacher who has worked for at least sixty (60) days during a school year with the District shall have all contractual rights of regular teachers, except those found below.
- C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the contract without further action by the Board (i.e., nonrenewal is not required to extinguish the contract rights of long term substitutes).
- D. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.
- E. Long term substitutes shall have not displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.
- F. Substitute teachers are only employed under limited contracts not to exceed one (1) year in duration.
- G. When a substitute teacher has served one hundred twenty (120) days or more in a school year in the District, and the teacher is then re-employed or assigned to a specific position, such teacher must be awarded a contract as a regular teacher; and be provided credit for the purpose of salary placement for that previous year of service, if his/her total years of service in the profession is less than five (5).

ARTICLE XX – TEACHER RESIDENT EDUCATOR PROGRAM

The East Holmes Local Schools Resident Educator Program is designed for inexperienced teachers in their first years of teaching employment with the East Holmes Local Schools.

Guidelines can be found in the East Holmes Local Schools Resident Educator Program Booklet available at the Central Office.

The Resident Educator Program will be evaluated each year and updated to meet new state requirements.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3+</u>
Lead Mentor:	\$1,250	\$1,350	\$1,450
Mentor:	\$1,000	\$1,100	\$1,250

Experience does not have to be in consecutive years.

ARTICLE XXI – REPRESENTATION

An employee shall have the right to a representative of his/her choosing in any meeting which he/she believes could result in disciplinary action. The sole responsibility for requesting representation shall rest with the employee.

ARTICLE XXII – REHIRE OF RETIRED TEACHERS

- A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent. A retiree is an individual who has attained service retirement status with the State Teacher's Retirement System and is otherwise qualified by certification or license and background for public school teaching in Ohio.
- A. A Retiree shall be paid at their level of training and placed on the 5th step of the salary schedule. The Superintendent, due to extreme circumstance, at his discretion may place a retiree at a higher step on the salary schedule but not above the tenth step.
- B. A Retiree shall receive a one-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering a new one-year limited contract which automatically expires shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.
- C. A Retiree shall accumulate and may use sick leave, but shall not be entitled to severance pay upon conclusion of the employment as a Retiree.
- D. In accordance with STRS guidelines (effective January 1, 2009), rehired retirees will be eligible for single health insurance coverage only through the District. This insurance will be available at the current rates paid by all employees, in accordance with Article VIII, Section A of this agreement.
- F. A Retiree shall not accumulate seniority in the bargaining unit.

ARTICLE XXIII – PARTNERSHIP COUNCIL

- A. A Partnership Council will be established to serve as a forum for the Association and the Board to work through issues or differences that could arise during the life of this negotiated agreement.
- B. The initial meeting of the Partnership Council will be held on August 4, 2008 at 9:00 a.m.
 - 1. The initial meeting will include all members of the negotiating committees for both the Board and the Association.
 - 2. Ground rules for the Partnership Council will be established.
 - 3. Membership of the Partnership Council will be established.

- C. After Partnership Council meets and all ground rules, meeting dates and membership issues are settled, add Memorandum of Understanding to the Negotiated Agreement.
- D. One of the first items of business will be the discussion of classroom instruction time and disruptions, including testing.
- E. Other items for discussion are P.G.U. days and the supplemental contract salary schedule.

ARTICLE XXIV – DURATION AND INTENT OF AGREEMENT

- A. This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.
- B. If any provision(s) of this Agreement conflicts with any state or federal law, such provision(s) shall be inoperative except to the extent permitted by law with the remaining provisions herein remaining in effect.
- C. The terms of this Agreement shall be prepared and published by the Board and distributed to each employee. The Association President and the Superintendent shall each receive an additional ten (10) copies for their respective use. The costs of publication shall be shared equally by the Board and the Association.
- D. This contract shall be effective from the date of ratification by both parties through June 30, 2015.

ARTICLE XXV – SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2013, at Berlin, Ohio.

FOR THE BOARD:

Paul A. Shutt
Board President

Joseph R. Edinger
Superintendent

Marsha Clark
Treasurer

Nonda Bruch
Negotiating Team Member

Negotiating Team Member

FOR THE ASSOCIATION:

John W. Davis
EHTA President

Negotiating Team Member

Beit H. Jones
Negotiating Team Member

Virginia M. Steiner
Negotiating Team Member

Shannon M. Stutzman
Negotiating Team Member

EAST HOLMES LOCAL SCHOOL DISTRICT

Appendix A

2013-2014 CERTIFIED EMPLOYEE SALARY SCHEDULE

<u>Years Experience</u>	<u>Bachelors</u>	<u>Bachelors w/150 Hours</u>	<u>Masters</u>	<u>Masters+20 Hours</u>
0	\$34,166 1.000	35,464 1.038	37,412 1.095	39,359 1.152
1	35,464 1.038	36,933 1.081	39,052 1.143	40,999 1.200
2	36,763 1.076	38,403 1.124	40,692 1.191	42,639 1.248
3	38,061 1.114	39,872 1.167	42,332 1.239	44,279 1.296
4	39,359 1.152	41,341 1.210	43,972 1.287	45,919 1.344
5	40,658 1.190	42,810 1.253	45,612 1.335	47,559 1.392
6	41,956 1.228	44,279 1.296	47,252 1.383	49,199 1.440
7	43,254 1.266	45,748 1.339	48,892 1.431	50,839 1.488
8	44,552 1.304	47,217 1.382	50,532 1.479	52,479 1.536
9	45,851 1.342	48,687 1.425	52,171 1.527	54,119 1.584
10	47,149 1.380	50,156 1.468	53,811 1.575	55,759 1.632
11	48,447 1.418	51,625 1.511	55,451 1.623	57,399 1.680
12	50,395 1.475	53,743 1.573	57,741 1.690	59,688 1.747
13	50,395 1.475	53,743 1.573	59,381 1.738	61,328 1.795
15	51,693 1.513	55,212 1.616	61,020 1.786	62,968 1.843
20	52,991 1.551	56,681 1.659	62,660 1.834	64,608 1.891
25	54,290 1.589	58,151 1.702	64,300 1.882	66,248 1.939
27	55,588 1.627	59,620 1.745	65,940 1.930	67,888 1.987
32	56,886 1.665	61,089 1.788	67,580 1.978	69,528 2.035

Agreement Effective July 1, 2013 through June 30, 2015

**EAST HOLMES LOCAL SCHOOL DISTRICT
2014-2015 CERTIFIED EMPLOYEE SALARY SCHEDULE**

Appendix B

<u>Years Experience</u>	<u>Bachelors</u>	<u>Bachelors w/150 Years</u>	<u>Masters</u>	<u>Masters+20 Hours</u>
0	\$34,849 1.000	36,173 1.038	38,160 1.095	40,146 1.152
1	36,173 1.038	37,672 1.081	39,832 1.143	41,819 1.200
2	37,498 1.076	39,170 1.124	41,505 1.191	43,492 1.248
3	38,822 1.114	40,669 1.167	43,178 1.239	45,164 1.296
4	40,146 1.152	42,167 1.210	44,851 1.287	46,837 1.344
5	41,470 1.190	43,666 1.253	46,523 1.335	48,510 1.392
6	42,795 1.228	45,164 1.296	48,196 1.383	50,183 1.440
7	44,119 1.266	46,663 1.339	49,869 1.431	51,855 1.488
8	45,443 1.304	48,161 1.382	51,542 1.479	53,528 1.536
9	46,767 1.342	49,660 1.425	53,214 1.527	55,201 1.584
10	48,092 1.380	51,158 1.468	54,887 1.575	56,874 1.632
11	49,416 1.418	52,657 1.511	56,560 1.623	58,546 1.680
12	51,402 1.475	54,817 1.573	58,895 1.690	60,881 1.747
13	51,402 1.475	54,817 1.573	60,568 1.738	62,554 1.795
15	52,757 1.513	56,316 1.616	62,240 1.786	64,227 1.843
20	54,051 1.551	57,814 1.659	63,913 1.834	65,899 1.891
25	55,375 1.589	59,313 1.702	65,586 1.882	67,572 1.939
27	56,699 1.627	60,812 1.745	67,259 1.930	69,245 1.987
32	58,042 1.665	62,310 1.788	68,931 1.978	70,918 2.035

Agreement Effective July 1, 2013 through June 30, 2015

**EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL CONTRACT SALARY SCHEDULE**

<u>Position</u>	<u>Percentage of BA-0 Index</u>
ATHLETIC MANAGER	
Head	18.0%
Assistant/Ticket Manager	8.0%
Uniform Manager	3.0%
BASKETBALL (BOYS)	
Head Coach	17.5%
Assistant Varsity Coach	8.0%
Reserve Coach	8.0%
Freshman Coach	6.5%
8 th Grade Coach	6.5%
7 th Grade Coach	6.5%
5 th & 6 th Grade Coach	4.0%
BASKETBALL (GIRLS)	
Head Coach	17.5%
Assistant Varsity Coach	8.0%
Reserve Coach	8.0%
Freshman Coach	6.5%
8 th Grade Coach	6.5%
7 th Grade Coach	6.5%
5 th & 6 th Grade Coach	4.0%
VOLLEYBALL	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve Coach	5.5%
Freshman Coach	5.0%
8 th Grade Coach	4.5%
7 th Grade Coach	4.5%
5 th & 6 th Grade Coach	4.0%
BASEBALL	
Head Coach	11.0%
Assistant Varsity	5.5%
Reserve Coach	4.0%
Freshman Coach	3.5%
TRACK	
Head Coach (Boys)	7.5%
Head Coach (Girls)	7.5%
Head (Boys & Girls)	9.0%
Assistant (Boys & Girls)	5.5%
Junior High (Boys)	4.0%
Junior High (Girls)	4.0%
Junior High (Boys & Girls)	7.0%
SOCCER (Boys)	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve/JV Coach	5.0%
7 th and 8 th Grade Coach	4.5%

<u>Position</u>	<u>Percentage of BA-0 Index</u>
SOCCER (Girls)	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve/JV Coach	5.0%
7 th & 8 th Grade Coach	4.5%
TENNIS	
Head Coach	7.5%
Assistant Coach	5.5%
GOLF	
Head Coach	7.5%
Assistant Coach	5.5%
7 th & 8 th Grade Coach	4.5%
CHEERLEADER	
Varsity & Reserve Advisor	6.0%
7 th & 8 th Grade Advisor	3.5%
SOFTBALL	
Head Coach	11.0%
Assistant Varsity	5.5%
Reserve Softball	4.0%
CROSS COUNTRY	
Head Coach	7.5%
LPDC COMMITTEE MEMBER	1.5%
STUDENT GROWTH MEASURES COMMITTEE MEMBER (max 8)	1.5%
ACTIVITIES	
Quiz Team Advisor	4.5%
Yearbook Advisor	5.0%
Senior Class Play Advisor	7.0%
Assistant Senior Class Play Advisor	3.0%
Drama Club Advisor	7.0%
Assistant Drama Club Advisor	3.0%
Vocal Music Director for Musical	7.0%
Assistant Vocal Music Director	4.0%
Pep Band	4.0%
Prom Banquet Advisor	4.5%
H.S. Student Council	3.0%
National Honor Society	3.5%
Freshman Class Advisor	2.5%
Sophomore Class Advisor	2.5%
Junior Class Advisor	2.5%
Senior Class Advisor	2.5%
Weight Room Advisor (Boys and Girls)	6.0%
Power of the Pen Advisor – 7 th Grade	2.0%
Power of the Pen Advisor – 8 th Grade	2.0%
Junior Hawk Talk	2.0%
Jr. High Student Council	2.0%
Math Counts Advisor	2.0%
Jr. High Quiz Team Advisor	1.0%
Washington D.C. Trip Chaperones	0.5%

**EAST HOLMES LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE FORMAL GRIEVANCE FORM**

Name of Grievant _____ Building Assignment _____

Date Alleged Grievance Occurred _____

Date of Informal Meeting, if any _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____

Signature of Immediate Supervisor _____

Date of Grievance was Initially Filed _____

NOTE: Grievance decisions and/or any appeal of a grievance decision by the grievant shall be in the form of a letter and/or memorandum to the appropriate individual.

**EAST HOLMES LOCAL SCHOOL DISTRICT
LIMITED TEACHING CONTRACT**

1. Teacher's Name:	4. School Year(s) Covered by this Contract:
2. Employment Resolution Date:	5. Salary/Rate Per School Year:
3. Effective Date of Employment:	6. Date of Board of Education Signature:

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the East Holmes Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher does not have continuing service status in the East Holmes Local School District and the teacher has been recommended for employment or re-employment under a limited contract of employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the East Holmes Local School District for the school year(s) set forth in block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the school district and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. §3319.01.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in block No.4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in block No. 5, payable as provided by resolution of the Board of Education duly adopted, and, if this limited contract is for a term longer than one school year, for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date hereinabove set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Treasurer's Office.

**EAST HOLMES LOCAL SCHOOL DISTRICT
CONTINUING TEACHING CONTRACT**

1. Teacher's Name:	4. School Year(s) Covered by this Contract:
2. Employment Resolution Date:	5. Salary/Rate Per School Year:
3. Effective Date of Employment:	6. Date of Board of Education Signature:

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the East Holmes Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher qualifies for continuing service status in the school district under O.R. C. §3319.11; and

WHEREAS, the teacher has been recommended for employment or re-employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the East Holmes Local School District until, in accordance with law, the teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the school district and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. §3319.01

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in block No.4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date hereinabove set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Treasurer's Office.

**EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL TEACHING CONTRACT**

1. Teacher's Name:	5. Supplemental Duty Position:
2. Employment Resolution Date:	6. Salary/Rate Per School Year:
3. Effective Date of Employment:	7. Contract Termination Date:
4. School Year(s):	8. Date of Board of Education Contract Signature:

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the East Holmes Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the Board of Education has determined it necessary to provide the services herein set forth, has accepted the recommendation of the Superintendent of Schools of the East Holmes Local School District that the teacher be engaged to perform said services, and has authorized this contract; and

WHEREAS, said services are in addition to the teacher's regular duties as a teacher in the East Holmes Local School District.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the East Holmes Local School District for the school year(s) hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law is terminated or suspended, to serve in the position hereinabove set forth in block No. 5, and that the teacher's duties in said position shall be as directed and assigned by the Superintendent pursuant to O.R.C. §3319.01.

IT IS FURTHER MUTUALLY AGREED that the Board agrees to pay the teacher at the rate set forth in block No. 6, per school year, payable as provided by resolution of the Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED that the teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the teacher's performance of such services and duties shall terminate on the date hereinabove set forth in block No.7, and the Board of Education shall not be obligated to compensate the teacher for any such duties performed after said date.

IT IS FURTHER MUTUALLY AGREED that if the activity for which this supplemental teaching contract is issued is canceled for any reason, including lack of funding or lack of student participation, then at the option of the Board this supplemental contract may be terminated by giving written notice of termination to the teacher.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date and set forth in Block No. 8, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 8, to the Treasurer's Office.

**EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL TEACHING CONTRACT
MENTOR CONTRACT**

1. Teacher's Name:	5. Supplemental Duty Position:
2. Employment Resolution Date:	6. Salary/Rate Per School Year:
3. Effective Date of Employment:	7. Contract Termination Date:
4. School Year(s):	8. Date of Board of Education Contract Signature:

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the East Holmes Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the Board of Education has determined it necessary to provide the services herein set forth, has accepted the recommendation of the Superintendent of Schools of the East Holmes Local School District that the teacher be engaged to perform said services, and has authorized this contract; and

WHEREAS, said services are in addition to the teacher's regular duties as a teacher in the East Holmes Local School District.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the East Holmes Local School District for the school year(s) hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law is terminated or suspended, to serve in the position hereinabove set forth in block No. 5, and that the teacher's duties in said position shall be as directed and assigned by the Superintendent pursuant to O.R.C. §3319.01.

IT IS FURTHER MUTUALLY AGREED that the Board agrees to pay the teacher at the rate set forth in block No. 6, per school year, payable as provided by resolution of the Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED that the teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the teacher's performance of such services and duties shall terminate on the date hereinabove set forth in block No.7, and the Board of Education shall not be obligated to compensate the teacher for any such duties performed after said date.

IT IS FURTHER MUTUALLY AGREED that if the activity for which this supplemental teaching contract is issued is canceled for any reason, including lack of funding or lack of student participation, then at the option of the Board this supplemental contract may be terminated by giving written notice of termination to the teacher.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date and set forth in Block No. 8, and the teacher has set his/her hand, on the date set forth below.

- | |
|--|
| <ol style="list-style-type: none"> 1. Two mandatory meetings Domain A,B,C,D September and October. 2. Deduction of \$100 per meeting if missed. 3. All materials turned in at end of year before stipend is paid. |
|--|

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 8, to the Treasurer's Office.

EAST HOLMES LOCAL SCHOOL DISTRICT
TRADITIONAL - TEACHER CLASSROOM OBSERVATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	5	=	Excellent
	4	=	Good
	3	=	Satisfactory
	2	=	Needs Improvement
	1	=	Unsatisfactory
	NO	=	Not Observed
	NA	=	Not Applicable

Starting Time _____

Ending Time _____

I. INSTRUCTIONAL PROCEDURES

- ___ Evidence of planning
- ___ Organization of instructional procedures
- ___ Provides for differences in capacities of pupils
- ___ Use of resourceful techniques
- ___ Use of appropriate procedures to evaluate student learning
- ___ Skill in presentation
- ___ Student participation
- ___ Knowledge of subject matter

II. MANAGEMENT SKILLS

- ___ Organization of materials and supplies
- ___ Renders prompt and accurate reports
- ___ Follows written Board and administration policies, procedures and regulations
- ___ Maintains student discipline
- ___ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

- ___ Helps child to develop and maintain good self-concept
- ___ Establishes good rapport

Appendix I

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

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

(Additional pages may be used as desired.)

Appendix J

EAST HOLMES LOCAL SCHOOL DISTRICT
TRADITIONAL - TEACHER SUMMATIVE EVALUATION FORM

Teacher _____

Evaluator _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	5	=	Excellent
	4	=	Good
	3	=	Satisfactory
	2	=	Needs Improvement
	1	=	Unsatisfactory
	NO	=	Not Observed
	NA	=	Not Applicable

I. INSTRUCTIONAL PROCEDURES

- ___ Evidence of planning
- ___ Organization of instructional procedures
- ___ Provides for differences in capacities of pupils
- ___ Use of resourceful techniques
- ___ Use of appropriate procedures to evaluate student learning
- ___ Skill in presentation
- ___ Student participation
- ___ Knowledge of subject matter

II. MANAGEMENT SKILLS

- ___ Organization of materials and supplies
- ___ Renders prompt and accurate reports
- ___ Follows written Board and administration policies, procedures and regulations
- ___ Maintains student discipline
- ___ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

- ___ Helps child to develop and maintain good self-concept
- ___ Establishes good rapport

Appendix J

IV. PARENT-TEACHER RELATIONSHIPS

- Encourages conferences with parents when appropriate
- Conducts conferences in a professional manner
- Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- Works in a positive manner with school personnel (human relations)
- Maintains communication

VI. PERSONAL CHARACTERISTICS

- Reliable
- Adaptable

VII. PROFESSIONAL IMPROVEMENT

- Makes reasonable effort to improve professional performance

Administrator's Comments:

Teacher's Comments:

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

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluators Signature

Date

Teacher's Signature

Date

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

(Additional pages may be used as desired.)

**Memorandum of Understanding
Pilot of the Ohio Teacher Evaluation System**

This Memorandum of Understanding ("MoU") is between the East Holmes Local School District Board of Education (the "Board") and the East Holmes Teachers' Association, OEA/NEA, (the "Association") effective as of this 1st day of July 2013.

WHEREAS the Association and the Board recognize the importance of evaluating teachers for the purposes of improving the quality of instruction students receive, improving student learning, strengthening professional proficiency including identifying and correcting deficiencies;

WHEREAS the Board and the Association shall strive to create an evaluation which is intended to be research-based, transparent, fair, and adaptable to the needs of the District;

WHEREAS the Board and the Association are parties to a collective bargaining agreement in effect from July 1, 2011 through June 30, 2013;

WHEREAS the Board and the Association will be required to implement the Ohio Teacher Evaluation System ("OTES) at the expiration of the collective bargaining agreement; and

WHEREAS the Ohio Revised Code (R.C.) 3319.112 requires a standards based state framework for the evaluation of teachers.

It is therefore the agreement of the parties as follows:

Application

1. For only the 2013-2014 school year the East Holmes Local School District will pilot the Ohio Teacher Evaluation System (OTES) which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law;
2. "Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
 - a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
 - b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
 - c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
 - d. A permit issued under ORC Section 3319.301;
 - e. Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the traditional evaluation procedures of the collective bargaining agreement in effect between the Board and the East Holmes Teacher's Association.
3. "Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
 - b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment;
 - d. The Board shall authorize the Superintendent/designee to approve, distribute and maintain a list of credentialed evaluators available by building as necessary to effectively implement this policy. Every attempt will be made to utilize regular district administrators as evaluators.
4. All forms being used in the pilot will be developed by the Evaluation Development Committee;
 5. Evaluations conducted as a result of the above mentioned pilot will not be used for any employment related decisions in the school district;
 6. The pilot will consist of:

Teacher Performance

- a. Each teacher being evaluated according to the Evaluation Framework which is aligned with the Standards for the Teaching Profession adopted under state law;

Formal Observations

- b. At least two formal observations of the teacher at least thirty minutes each in duration;
- c. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations unless the Superintendent waives the third observation;
- d. Each teacher evaluated shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool. This tool will be completed for planning purposes only and retained by the teacher;
- e. All formal observations shall be preceded by a pre-conference between the evaluator and the employee that will be held within three (3) days of the scheduled observation in order for the employee to explain plans and objectives for the classroom situation to be observed;
- f. The teacher will have at least 3 days prior to the pre-conference to complete the pre-observation form;
- g. All observations and pre-observations will be scheduled and announced;
- h. The first observation must be completed by December 15;
- i. The second observation must be completed by March 30;
- j. There will be at least four (4) weeks between observations;
- k. All formal observations will be a minimum of thirty (30) continuous minutes in length;
- l. A post-observation conference shall be scheduled within three (3) working days after each formal observation;
- m. The evaluation form will be finalized and given to the employee by the evaluator within seven (7) working days after the scheduled post-conference;

Informal Observations/Walkthroughs

- n. Periodic classroom walkthroughs;
- o. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment;

- p. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form or e-mailed electronically through the data collection tool;
- q. A final debriefing and completed form must be shared with the employee within a reasonable amount of time;

Student Growth Measures

- r. An assessment of Student Growth will be based upon criteria set by the Student Growth Measure Committee for the 2013-2014 school year only, included in the District Student Growth Manual, which will address:
 - i. Value-added subjects; Ohio Department of Education approved vendor assessments; Student Learning Objectives;
 - ii. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule;
 - iii. Data from the above student growth measures being scored on five (5) levels in accordance with OTES guidance and converted to a score in one of three (3) levels of student growth: Above; Expected; Below;
 - iv. A student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth;
 - v. Factors that affect student scores and how to deal with these factors:
 - 1. student attendance;
 - 2. changes in federal/state mandates;
 - 3. Common Core Standards;
 - 4. shared attribution scores;
 - 5. teachers on approved leave
 - 6. teachers with student teachers;
 - 7. teachers transferred to a different position;
 - 8. job sharing arrangement;
 - 9. co-teaching arrangement;
- s. The results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:
 - i. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle;
 - ii. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle;
 - iii. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan;

Finalization

- t. Fifty percent (50%) of each evaluation being based upon teacher performance and fifty percent (50%) on student growth as set forth herein;
- u. The evaluation being completed annually, by May 1, and the teacher will receive the written evaluation report by May 10;

- v. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received. If unsigned the Superintendent will meet with the teacher to confirm delivery of the evaluation;
- w. Teacher evaluations consisting of multiple factors, with the intent of assigning an effectiveness rating (Accomplished; Proficient; Developing; or, Ineffective) based in equal part upon teacher performance and student growth;
- x. A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year;
- y. The Board will appropriate for required professional development for employees required to complete an improvement plan as a result of a final summative rating of ineffective or as a result of poor student growth a maximum of Ten Thousand Dollars (\$10,000). Professional development will be identified and scheduled as a part of the collaborative writing of the Improvement Plan as required by the evaluation policy. On-site activities, district in-services and district employees will be utilized when possible; and
- z. The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers;
- aa. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a Collective Bargaining Agreement;
- bb. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated; and
- cc. If Ohio Revised Code sections 3319.111 and 3319.112 are repealed, the evaluation system procedure set forth in Article VIII of the Master Agreement shall apply, to the extent permitted by law.

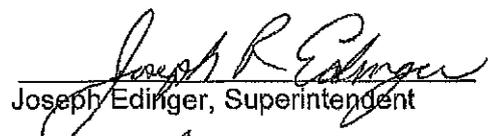
This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.



 John Harris, EHTA President

 Date 5/17/13



 Joseph Edinger, Superintendent

 Date May 17, 2013

**Memorandum of Understanding
Ohio Teacher Evaluation System Evaluation Development Committee**

This Memorandum of Understanding ("MoU") is between the East Holmes Local School District Board of Education (the "Board") and the East Holmes Teachers' Association, OEA/NEA, (the "Association") effective as of this 1st day of July 2013.

WHEREAS the Association and the Board recognize the importance of evaluating teachers for the purposes of improving the quality of instruction students receive, improving student learning, strengthening professional proficiency including identifying and correcting deficiencies;

WHEREAS the Board and the Association want to create an evaluation which is intended to be research-based, transparent, fair, and adaptable to the needs of the District;

WHEREAS the Board and the Association are parties to a collective bargaining agreement in effect from July 1, 2011 through June 30, 2013;

WHEREAS the Board and the Association will be required to implement the Ohio Teacher Evaluation System ("OTES") at the expiration of the collective bargaining agreement; and

WHEREAS the Ohio Revised Code (R.C.) 3319.112 requires a standards based state framework for the evaluation of teachers.

It is therefore the agreement of the parties as follows:

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of developing, recommending, and to regularly review the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District;
- B. Committee Composition
 1. The committee shall be comprised of three (3) Association members appointed by the Association president and three (3) members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings;
 2. Committee members shall attempt to be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the District;
- C. Committee Operation
 1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board;
 2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work;
 3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks;
 4. Committee agendas will be developed jointly by the co-chairpersons of the committee;
 5. All decisions of the committee will be achieved by consensus;

Note: To ensure that all members understand the meaning and application of the consensus decision-making model, please see how true consensus is reached below:

Each group member must honestly say:

- I believe that you understand my point of view;
 - I believe that I understand your point of view;
 - Whether or not I prefer this decision, I support it because;
 - It was arrived at openly and fairly,
 - It is the best solution at this time,
 - I will commit to the solution and not undermine it;
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually;
 7. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting;
 8. Members of the committee will receive release time for committee work and training;
 9. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee;
 10. The committee may establish sub-committees to assist with their work;
 11. Sub-committees will be jointly appointed by the Superintendent and the Association President;
 12. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, SGM trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board;

D. Compensation

1. Committee members shall not be compensated, however release time will be made available for this work;

E. Secretarial Support

1. The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed;

F. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument and forms, for teacher evaluation;
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment;
3. The committee will recommend an evaluation procedure, which will include a procedure by March 1, 2014 to the Board and the Association. The date can be extended by agreement of both parties;

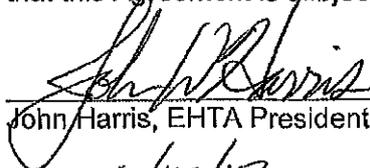
G. Evaluation Procedure

1. Both the Board and the Association will meet by March 15, 2014 to review the recommendations of the Evaluation Committee. The date can be extended by agreement of both parties;
2. The Board and the Association shall bargain the elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to May 31, 2014;
3. Either side may request the use of a federal mediator from FMCS;

4. If the Board and the Association do not come to an agreement by May 31, 2014 the teacher evaluation procedure will revert to the "Pilot of the Ohio Teacher Evaluation System" Memorandum of Understanding;
5. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties;
6. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement by 2 public readings to become policy;
7. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association; and
8. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

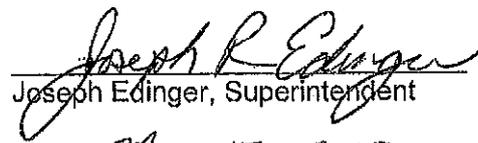
This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.



 John Harris, EHTA President

Date

5/17/13



 Joseph Edinger, Superintendent

Date

May 17, 2013

**Memorandum of Understanding
Ohio Teacher Evaluation System Student Growth Measure (SGM) Committee**

This Memorandum of Understanding ("MoU") is between the East Holmes Local School District Board of Education (the "Board") and the East Holmes Teachers' Association, OEA/NEA, (the "Association") effective as of this 1st day of July 2013.

WHEREAS the Association and the Board recognize the importance of evaluating teachers for the purposes, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency including identifying and correcting deficiencies;

WHEREAS the Board and the Association are parties to a collective bargaining agreement in effect from July 1, 2011 through June 30, 2013;

WHEREAS the Board and the Association will be required to implement the Ohio Teacher Evaluation System ("OTES) at the expiration of the collective bargaining agreement;

WHEREAS the Ohio Revised Code (R.C.) 3319.112 requires a standards based state framework for the evaluation of teachers; and

WHEREAS the Ohio Revised Code 3319.112

1. Provides for multiple evaluation factors, including student academic growth which shall account for fifty per cent of each evaluation;
2. Identifies SGMs for grade levels and subjects for which the value-added progress dimension prescribed does not apply;
3. For grade levels and subjects for which the assessments prescribed under sections 3301.0710 and 3301.0712 of the Revised Code and the value-added progress dimension prescribed by section 3302.021 of the Revised Code do not apply, develop a list of student assessments that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification examinations, or end-of-course examinations

It is therefore the agreement of the parties as follows:

- A. The Association and the Board agree to a SGM committee for the purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM;
- B. Committee Composition
 1. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings;

2. Committee members shall attempt to be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the District;

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board;
2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, training in the writing of SLOs including, but not limited to, Ohio Department of Education (ODE) sponsored SGM trainings and any other trainings that become necessary for the committee;
3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks;
4. Committee agendas will be developed jointly by the co-chairpersons of the committee;
5. All decisions of the committee will be achieved by consensus;
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually;
7. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting;
8. Members of the committee will receive release time for committee work and training;
9. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee;
10. The committee may establish sub-committees to assist with their work;
11. Sub-committees will be jointly appointed by the Superintendent and the Association President;
12. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, SGM trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board;

D. Compensation;

1. Committee members shall be compensated per supplemental salary schedule

E. Secretarial Support

1. The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed;

F. Committee Authority

1. The SGM committee is responsible to jointly recommend the policies and procedures for the Student Growth portion of the Evaluation Procedures;

2. The SGM committee shall not have the authority to negotiate wages, hours or terms and conditions of employment;
3. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as student attendance, threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, shared attribution, job sharing arrangement, and co-teaching arrangement. The committee shall perform this task over the term of this agreement and shall make recommendations to the Association and the Board;
4. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to appropriate parties either for use for gathering data or for revision and resubmission to the committee;
5. 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;
6. The committee will recommend an evaluation procedure, which will include a procedure by March 1, 2014 to the Board and the Association. The date can be extended by agreement of both parties;

G. Evaluation Procedure

1. Both the Board and the Association will meet by March 15, 2014 to review the recommendations of the Student Growth Measure Committee. The date can be extended by agreement of both parties;
2. The Board and the Association shall bargain the elements of the student growth measure procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to May 31, 2014;
3. Either side may request the use of a federal mediator from FMCS;
4. If the Board and the Association do not come to an agreement by May 31, 2014 the teacher evaluation procedure will revert to the "Pilot of the Ohio Teacher Evaluation System" Memorandum of Understanding;
5. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties;
6. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement by 2 public readings to become policy;
7. If either party wishes to consider any change or revision to the student growth measure procedure or process during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the student growth measure procedure or process during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association; and
8. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to

determine whether adjustments are appropriate during the term of this agreement.

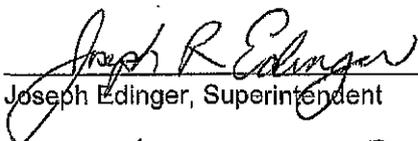
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This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.



John Harris, EHTA President

5/17/13
Date



Joseph Edinger, Superintendent

May 17, 2013
Date