



Master Agreement

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BETWEEN

THE HOLGATE BOARD OF EDUCATION

AND

THE HOLGATE TEACHERS' ASSOCIATION

SEPTEMBER 1, 2014- AUGUST 31, 2017
SEPTEMBER 1, 2017 – AUGUST 31, 2018

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ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. RECOGNITION

The Holgate Board of Education, hereinafter "employer" or "Board" recognizes the Holgate Teachers' Association, an OEA/NEA affiliate, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional non-supervisory, certificated personnel, who teaches more than sixty (60) days, excluding substitutes, tutors, the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

C. SCOPE OF BARGAINING

1. Scope of bargaining; management rights, mandatory, permissive, and prohibited subjects, as defined in Section 4117.08 of the Ohio Revised Code.
 - (a) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, including ESEA issues, except as otherwise specified in this section.
 - (b) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:
 - 1) 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) Direct, supervise, evaluate, or hire employees;
 - 3) Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6) Determine the adequacy of the work force;
- 7) Determine the overall mission of the employer as a unit of government;
- 8) Effectively manage the work force;
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the rights and responsibilities of the board are set forth herein, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation of these rights, shall be limited only by the specific and express terms of this contract and then only to the extent such limitations expressed in this contract are in conformance with the constitution and the provisions of the laws of the state and the constitution of the United States.

The parties hereby agree that the board shall not be permitted to exercise any management rights which alter or modify an existing provision of this labor agreement. However, the parties also hereby agree and understand that the board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the board engages in good faith negotiations prior to implementation, over the effects of the implementation of the management rights which concerns wages, hours, and other terms and conditions of employment.

If, during the life of this Agreement, bargaining is necessary pursuant to this provision, and bargaining does not result in an agreement within 10 days of the first bargaining session, the parties will request services of the Federal Mediation and Conciliation. Mediation shall commence and be conducted in accordance with FMCS rules and regulations. Mediation shall be completed within 20 days after the request from either party or at the mercy of the mediator's calendar. Mediation shall be used as a means of bringing the two parties to agreement.

D. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than January 1 nor later than ninety (90) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board. Within thirty (30) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

As items are tentatively agreed to and initialed by the bargaining teams, such items shall be binding on each party's bargaining team subject to final ratification by the Association and/or the Board.

While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Information

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

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be a maximum of thirty (30) minutes.

5. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

E. AGREEMENT

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification the Agreement shall then be signed by the parties.

F. CONTRACT REOPENER AGREEMENT

All item(s) designated by the Board and Association for reopener shall be governed by the negotiation procedure established in the contract. If agreement is not reached on the item(s), the Board and Association agree to submit their last best offer to final and binding interest arbitration governed by the rules of the American Arbitration Association.

G. DISAGREEMENT

If agreement is not reached within sixty (60) days prior to the expiration date of the contract then a state of impasse shall be declared to exist and the services of the Federal Mediation and Conciliation shall be jointly requested.

It is agreed that the impasse procedure does not include fact finding. However, all other provisions of Chapter 4117 of the Ohio Revised Code shall remain intact.

H. GENERAL

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, in booklet form by the HTA and distributed to all certified personnel. The cost of printing shall be borne by the HTA. The Board/Administration will receive one (1) copy.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of (1) any provision of this Master Agreement, (2) Board policies and procedures, and/or (3) any health or safety working condition(s).

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted.

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. GRIEVANCE PROCEDURES

1. Informal Procedure

If a teacher believes there is a basis for a grievance, he or she should, but is not required to, first discuss the matter with his or her principal or immediate supervisor in a sincere effort to resolve the problem informally. The teacher has the right to be accompanied by a member of the Holgate Teaching Staff with due notice at all levels of the grievance procedure.

2. Level I

If the matter is not resolved informally, a teacher may, within thirty (30) days after the grievant could reasonably have been expected to know about the occurrence of the alleged violation giving rise to the grievance, submit his/her written grievance to the building principal or administrator who can make remedy and request a meeting to discuss the grievance. If the Level 1 grievance is submitted to the same administrator in the informal procedure, and the grievance was unresolved, the grievant may elect to file directly at Level II.

A meeting shall be held within ten (10) days of the request being filed. The meeting and place shall be of mutual agreement.

The immediate supervisor shall notify the grievant, in writing, within ten (10) days after the meeting of their decision.

3. Level II, Superintendent

If the aggrieved is not satisfied with the suggestion for resolution reached in Level I, he or she may within ten (10) days submit his written grievance to the Superintendent and request a meeting to discuss his grievance. The meeting shall be within ten (10) days of the request.

The meeting shall be conducted in the manner stated in Level I, again with a genuine effort being made to come to a reasonable solution of the problem. Within ten (10) days of this meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestions for resolution of the grievance.

4. Level III

If the aggrieved is not satisfied with the suggestion for resolution reached at Level II, the Association shall notify the Superintendent, not later than fifteen (15) days after receipt of the written decision its intention to proceed to arbitration. Arbitrator selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures except that either party has the right to ask for a second list of arbitrators. The person so selected shall hold the necessary hearing promptly and issue his findings and recommendation within such time as may be agreed upon, which findings and recommendation shall be in writing. The decision of the arbitrator shall be final and binding on the Board and the Association.

The Association shall represent all bargaining unit members at Level III. The arbitrator shall have no power to overrule, add to, subtract from, disregard, or modify any term or provision of this Contract or make any award which is inconsistent with the terms of the Contract or contrary to law. Fees and expenses of the arbitrator shall be borne by the party which did not prevail on the majority of substantive issues presented for arbitration.

The Board and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of a grievance, including hearings.

D. GENERAL PROVISIONS

1. Grievances that relate to more than one building may commence at Level II.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent and the HTA shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure.

4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
5. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration related to Level III only, will be required to use personal days when still available without loss of salary.
6. Hearings and conferences under this procedure will be conducted at a mutually agreed time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.
7. Days as referred to in this Grievance Procedure shall mean actual teacher work days excluding Saturdays, Sundays, and holiday recesses (i.e., Christmas - New Years holiday recess.)
8. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her rights to pursue the grievance at the next step. The grievance shall be settled in favor of the grievant if the administration fails to comply with the time limit for each appropriate step stated in this article.

ARTICLE III

ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

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

B. USE OF BUILDINGS

The Association and its representatives shall have the right to use school classrooms after school for Association meetings with twenty-four (24) hour notice given to the building principal.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post notices of activities and matters of Association concern on lounge bulletin boards. The Association may use the employee mail boxes, phones, and computers for communication to bargaining unit members.
2. The Association shall have the right to use the P.A. system to announce Association meetings according to building policy.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The Association on or before September 25 shall transmit to district Treasurer a list of those employees who have properly signed payroll deduction authorizations. The list shall include the total amount to be deducted along with the number of deductions for each individual.
2. Deductions shall be taken from the last pay each month, commencing in October and extending through May. The deductions will be as nearly as equal in amount as possible for the individual.
3. The district Treasurer shall transmit the dues monies by check to the Association every other month.

E. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in school classrooms, during lunch time, planning time, before or after regular school hours. Association business shall not be conducted during classroom instructional time. The Association shall give twenty-four (24) hour notice to the building principal.

F. ASSOCIATION LEAVE

1. Meetings for Elected and Appointed Officials of Professional Associations--Those certificated teaching personnel who are elected as officers, appointed as committee members, or elected delegates in their professional state or national associations or affiliated organizations or associations, shall be collectively provided up to a total of five (5) days annually to attend official meetings of those bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute services, shall be paid by the Board.

G. LEAVING BUILDING DURING PREPARATION PERIOD

The Association President and other teachers shall be permitted to leave the building during his/her preparation period using a sign-out sheet in the Principal's office or the secretary's desk.

H. BOARD MEETINGS

1. The Association will receive advance notification of all Board meetings, agendas for said meetings, agenda and non-agenda exhibits of public record and financial statements. Such material shall be provided to the Association President or his/her designee at the same time and by the same means as provided to the Board.
2. The president of the Association will be supplied with copies of the minutes of all regular Board meetings and the monthly financial statements of the receipts and expenditures of the school district at the same time and by the same means as provided to the Board.

I. BUILDING CONSTRUCTION

Matters concerning building construction as it relates to wages, hours, or terms and other conditions of employment shall be bargained with the Association.

J. GRANTS/WAIVERS

In the event, the District, individual schools, or individual departments obtain grants or waivers that affect working conditions or items in the negotiated agreement, the Association shall be informed of such grants or waivers. If HTA support or signature is required for a grant or waiver submission, if possible, the HTA will be given a minimum of ten (10) days notice and a draft of the submission before the document is submitted. The Superintendent will, upon request, meet with the Association to discuss the effect such grants or waivers have upon working conditions or items in the negotiated agreement.

K. LABOR MANAGEMENT COMMITTEE

1. In an effort to further a good working relationship between parties, a Labor Management Committee (LMC) shall be formed to investigate, study, and discuss solutions to problems affecting labor relations.
2. The purpose of the Labor Management Committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations.
3. Representation

Representation on this committee shall be:

- a. Three representatives for each side with one ex officio member for each side. One of the members shall be the Superintendent for the Board and the president for the Association.

The perspective sides shall be decided upon other members.

4. Chairperson

The chair of the committee shall alternate from meeting to meeting between the Administration and Association, unless the parties mutually agree otherwise.

5. Meeting Schedule and Agenda

Meetings shall be held once a month unless otherwise mutually agreed upon. An agenda shall be submitted to both parties at least 48 hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda prior to its distribution. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule realizing that some flexibility is necessary.

6. Minutes

Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association Representatives and members.

7. General Guidelines

General guidelines include, but are not limited to, such activities as to:

- a. Notify the Association of changes contemplated by the employer, which may affect bargaining unit members.
- b. Discuss the future needs and programs of the Employer.
- c. Disseminate general information of interest to the parties.
- d. Discuss concerns the Association members may raise that are not subjects of bargaining.
- e. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
- f. Where agreement is reached by the LMC on a topic, it will be reduced to writing and will be signed by the two chairs.
- g. At the organizational meeting general rules of operation will be developed.

8. Table Topics

The chairperson shall recognize a motion by either party to table a topic for further study.

L. FAIR SHARE FEE

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

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

(ii) January 15th.

Any substitute employed for more than sixty (60) consecutive days, to one specific teaching assignment, who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

The Union on behalf of itself and the OEA of itself and the OEA and NEA agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The employer shall give a ten day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The union shall reserve the right to designate counsel to represent and defend the employer;
- c. The employer agrees to 1. Give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, 2. Permit the Union or its affiliates to intervene as a party if it so desires, and/or 3. To not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- d. There shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

M. GOVERNOR'S EDUCATION REFORM

Matters pertaining to the Governor's Education Reform when it impacts wages, hours, or terms and other conditions of employment shall be discussed and/or bargained with the Association, excluding legislative mandates where local control is not an option.

N. ALL DAY AND EVERYDAY KINDERGARTEN

The Association agrees that the Holgate Board of Education may implement all-day and everyday kindergarten. Meaningful terms and conditions associated with the kindergarten program shall be negotiated with the Association.

O. CONTINUOUS IMPROVEMENT PLAN

The Association agrees that the Holgate Board of Education may develop and maintain a Continuous Improvement Plan as long as meaningful item(s) that may alter working condition(s) is/are negotiated with the Association. The final draft will be approved once negotiated deletions and modifications have been made to the CIP document.

P. STAFF RECOGNITION PROGRAM

The Board of Education agrees to hold an annual staff recognition program. Milestone awards for the program will be determined by the Superintendent and two (2) teachers selected by the Association.

ARTICLE IV

VACANCIES AND TRANSFERS

A. VACANCIES

1. Notice of certified vacancies shall be posted for ten (10) workdays. Such notice shall carry the name of the position, qualifications, and terminal date for filing applications. Teaching position vacancies created after July 10 and prior to the opening of school will be posted for five (5) work days. All applications from within the system possessing these qualifications shall receive an interview and be notified on the action taken upon their application. This does not preclude the administration from hiring a more qualified individual from outside the system.
2. During the summer months when regular school is not in session, the employer will post vacancies outside the superintendent's office and all teacher work rooms and lounges. Vacancy notices shall also be sent to all bargaining unit members. Positions so posted shall remain posted at least ten (10) workdays except for July 10th provision above regarding created positions prior to being filled. Applications will be made to the Superintendent's office. Likewise, these positions shall be filled on the same basis as Paragraph 1.
3. A vacancy shall be defined for the purpose of this Agreement as a position currently unfilled or a position currently filled but which will be open as a result of Board action. Supplementary positions will be posted separately from teaching positions.
4. Qualifications/Seniority shall be the final determining factor in the internal filling of a vacancy.

B. TRANSFERS

1. Certified personnel should not be made to change positions without their consent after June 8th. If, however, through unexpected resignations position changes may be made with prompt consultation with the affected certified personnel.

C. SUPPLEMENTAL CONTRACTS

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

ARTICLE V

EMPLOYMENT PRACTICES

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed.

1. Sequencing of Contracts (Limited) The Board agrees to issue limited contracts in the following manner:

First contract	1 year
Second contract	1 year
Third contract	2 years
Fourth contract	3 years
All Succeeding Contracts	5 years

However, a teacher otherwise eligible for more than a one (1) year contract may be awarded a one (1) year contract on a one-time basis during the teacher's career with the Board based on and as documented in the performance evaluation.

2. Supplemental contracts are non-renewed upon their expiration date.
3. Continuing Contract Status

Eligibility: To be eligible for a continuing contract the teacher must have taught at least three (3) out of the last five (5) years in the district or if attained a continuing contract status elsewhere, have served two (2) years in the district (ORC 3319.11). A teacher can also be eligible if the teacher holds a professional, permanent or life teacher's certificate or meets the following conditions:

- initially issued a teacher's certificate or educator license prior to January 1, 2011 or holds a professional educator license or a senior educator license or lead professional educator license (ORC 3319.22)
- if a teacher did not hold a master's degree at the time of initially receiving a teacher's certificate, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the issuance of such certificate or license (ORC 3319.08)
- if a teacher held a master's degree at the time of initially receiving a teacher's certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of such certificate or license (ORC 3319.08).

Process: In order to be considered for, or eligible to receive a continuing contract, the teacher must notify the Superintendent in writing no later than December 15th in the year that the teacher's limited contract will expire, that he/she will be eligible for and wishes to be considered to receive a continuing

contract for the next school year. Upon proper notification, the Board shall adhere to the procedures set forth in Section 3319.11 of the Ohio Revised Code.

If the teacher does not notify the Superintendent in writing in the year of the expiration of the current limited contract, prior to December 15, it shall result in the Board granting either of the following contracts (not including non-renewals, etc.): the next limited contract in the sequence listed in Section 1 above or a continuing contract. In the event the teacher receives a limited contract instead of a continuing contract, the Board may grant continuing status at any time while on the limited contract so long as the teacher is eligible. Upon the expiration of the next limited contract as provided for in this section, the provisions of Ohio Revised Code 3319.11 shall apply and the Board must either grant a continuing contract, extended limited contract or non-renew the teaching contract.

B. PERSONNEL FILES

1. The personnel files shall consist primarily of work performance, discipline, and routine personnel data.
2. Any post employment materials in a teacher's personnel file may be reviewed by the teacher. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.
3. The teacher shall receive upon request copies of any material in the file.
4. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.
5. It is required that all entries into the personnel file shall be dated, initialed and given a copy to the employee prior to placing any document into the personnel file. The initials simply acknowledge placement of the entry into the personnel file and not necessarily that the employee agrees with the content of the document.
6. The examination of an employee's file shall be limited to employer/or qualified professional personnel to the extent permitted by Ohio law. Each file shall contain a record indicating who has reviewed it and the date reviewed.
7. There shall be only one official personnel file in the District. Any and all materials pertaining to the employment of each teacher shall be contained in that file.
8. In addition to the file set forth in No. 7, each principal is permitted to maintain an anecdotal file.
9. All personnel files shall be expunged of all disciplinary notations five (5) years from their entry. This occurs only if the employee has not repeated the offense within the ensuing year. The teacher shall file a request with the Superintendent or Board designated keeper of the records to expunge disciplinary records.

C. PARENT/CITIZEN COMPLAINT

After receiving a complaint by the public concerning a teacher, said teacher will be notified as soon as possible. Disposition shall be directed by the building principal. The teacher may request a meeting be set up to discuss the complaint with the individual lodging the complaint. The building principal shall be responsible for making arrangements for the meeting and the building principal shall be in attendance. The teacher may request a representative of the Association at this meeting.

ARTICLE VI

REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff.

B. REASONS FOR REDUCTION

Reduction may occur for the following reasons: Where there has been decreased enrollment of pupils in the district, regular teachers have returned from a leave of absence, schools have been suspended, where there have been territorial changes affecting the district, or for financial reasons as demonstrated by the district.

C. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code Section 3319.11 and other related sections of this Master Agreement.

D. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

Layoffs shall be on the basis of last hire first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off.

Any teacher who has been laid off shall have his/her name placed on a recall list a period of nineteen (19) months following Board action.

Notification of Reduction in Force

The Board of Education shall notify the Association President in writing, not less than three (3) months prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of implementation and the effective date of the RIF.

Within ten (10) days of receipt of the notification the Association may request a meeting with the Board to discuss the RIF.

E. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 1/2 time equals 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the Board meeting in which the teacher was hired; and then by
- b. Total teaching experience, (as a certified teacher)
- c. An agreed upon method of chance in which all affected parties have an equal opportunity. Length of continuous service will not be interrupted or affected by layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.
- d. All teachers applying for new, renewal, or upgraded certification must also give written notification to the Superintendent of said application concurrent with the posting of the application. A copy of the application sent or delivered to the Superintendent will satisfy the written notification requirement.

F. LEAST SENIOR REDUCED AND DISPLACEMENT

Reductions in any bargaining unit field, or assignment, or job classification will be made by selecting the person lowest on the seniority list for that area of certification or job classification who is currently assigned to such a position. Persons selected for reduction under this Article shall be notified by certified letter, and by telephone, if possible following notification with the Association President pursuant to Section C, above. A staff member so affected may elect to displace the least senior staff member or portion of that staff member's assignment for any area of certification or job classification for which the more senior staff member is also certified or qualified.

G. RECALL

1. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they were or have become certified.
2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by regular letter; addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher on the Reduction in Force list shall have the right to accept or refuse a position which is offered.

ARTICLE VII

TEACHER EVALUATION AND FAIR DISMISSAL

A. GENERAL PROVISIONS

The Holgate School teacher evaluation procedure is designed primarily to recognize the strengths, to encourage improvement, and to stimulate professional growth. Evaluation is to raise the general level of the education process and to provide the best educational practices for this system.

The evaluation is also to be used in helping the administration arrive at recommendations to the Superintendent concerning the retention, the appointment, and/or promotion of teachers.

To be most effective, the evaluation procedure must be a cooperative process whose purpose is not only evaluation, but to provide constructive help for those teachers who are experiencing classroom difficulties. This means teachers must be given the opportunity to become familiar with the objectives and standards they are expected to achieve and given time to show any improvement required.

Evaluation should represent an ongoing dialogue between the teacher and the evaluator concerning aspects of his professional growth.

B. OTES EXEMPT EMPLOYEES – (Find OTES Employee Evaluation Process on Appendix K)

1. All teachers at the time of the contract offering should be thoroughly informed as to evaluation procedures and instruments. Teachers shall be informed as to who shall observe and evaluate their performances and what the scope of any outside evaluator's authority will be.
2. Evaluation items to be placed in the teacher's permanent file shall be discussed with the teacher by the evaluator and shall be signed by the teacher to signify he or she is aware that the materials will go into his or her file. The signature does not necessarily indicate the teacher's approval of the evaluation. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation. All material placed in the file after initial employment shall be open to the teacher except those confidential recommendations from outside the district. Teacher's files are open only to the Principal, the Superintendent, and teacher herself/himself, who may request information from the file. The Board may have access to these files to make Board related decisions.
3. Evaluations or observations shall not be scheduled the day before or the day after a holiday or scheduled school break.

Evaluations and contract procedures for teachers not evaluated utilizing OTES within Article VII shall follow Section 3319.111 of the Ohio Revised Code.

4. No direct reference to state mandated student achievement or off grade proficiency tests will be included in teacher evaluations, without first being negotiated and agreed upon by the Association.
5. Continuing contract teachers shall receive an informal evaluation every five (5) years. The evaluation shall consist of one visit and a follow-up conference. The informal evaluation shall be placed in the official file.
6. Teachers on a one (1) year contract will receive a formal evaluation for the 1st year on the limited contract.
7. Teachers on a two (2) year contract will receive a formal evaluation on the 2nd year of the limited contract.
8. Teachers on a three (3) year limited contract will receive a formal evaluation on the 3rd year of the limited contract.
9. Teachers on a five (5) year limited contract will receive an informal evaluation on the 3rd year of the contract, a formal evaluation on the 5th year of the contract.
10. The formal evaluation shall consist of the evaluation process set forth in the Master Agreement and Ohio Revised Code. (Two evaluations consisting of four (4) observations with a minimum of 30 minutes each.)
11. Informal evaluations shall consist of one (1) visit and a follow-up conference. A copy of the evaluation will be placed in the principal's file.
12. When necessary, teachers will be given recommendations for improvement and be given the means by which to achieve said recommendations.
13. No evaluation forms other than what is contained in the Master Agreement will be used by the administration during the evaluation process. The pre-observation form is voluntary and not required for the evaluation process. Bargaining unit members shall not be required to fill out the pre-observation form and shall not be adversely affected for not complying if requested.
14. Evaluating administrators must receive and maintain teacher evaluation training.
15. Teachers have the right to choose an unbiased neutral properly trained and licensed administrator employed within the district. The teacher must provide justified documentation for the request to the Superintendent.
16. Informal walkthroughs will be done utilizing the OTES Walkthrough Form. Appendix J.
17. Subjective opinions will be kept out of evaluations.
18. Other teacher's names will not be used in evaluations.

C. TEACHER EVALUATION FORMS - Appendix C

D. FAIR TREATMENT AND DISMISSAL

General Provisions

Progressive Discipline --

No bargaining unit member shall be disciplined, suspended, or discharged without just cause. The administration shall comply with the following progressive discipline procedure:

1. Verbal warning with written documentation-- 1st offense
2. Written warning -- 2nd offense
3. 1-3 day suspension with or without pay -- 3rd offense
4. Possible termination of the Bargaining Unit Member -- 4th offense

The sequence shall be followed in order for the progression discipline. The discipline shall be non-accumulative.

The above sequence of steps will be followed unless the act is deemed by the Superintendent to be severe enough to warrant a written warning, suspension or termination. Prior to suspension, termination, or written warning, the Superintendent will give reasons for the discipline to the employee in writing and will afford him/her an opportunity to reply prior to the written warning, suspension or termination occurring.

E. FALSIFICATION

Falsification of any document or leave may be grounds for immediate termination under Ohio law.

F. TERMINATION OF CONTRACT

Termination of a contract shall be in compliance with Section 3319.16 of the Ohio Revised Code.

ARTICLE VIII

LEAVES OF ABSENCE

A. NOTIFICATION

All types of leave must be electronically submitted by the employee within the parameters of the automated leave system. When the parameters prevent this submission, the employee shall contact his or her building administrator.

B. PERSONAL LEAVE

Each bargaining unit member will receive no less than three (3) days of unrestricted personal leave.

Personal leave days will not be cumulative from one year to the next. When possible the teacher shall make the request for personal leave at least one (1) week in advance of intended date of use. No more than two (2) days may be used consecutively and no days may be used in connection with scheduled holidays except as noted below. A maximum of four (4) members may use unrestricted days on any given school day. Personal leave days shall not be used during the first two (2) weeks, nor the last two (2) weeks of the students' school year unless approved at the discretion of the Superintendent. Additionally, personal leave may not be used for days in which there is a scheduled parent-teacher conference or professional development day unless otherwise granted permission at the discretion of the Superintendent or designee.

The Board shall reimburse each certified bargaining unit member the current substitute pay rate for all unused personal leave days up to a total of three (3) days per year.

C. LEGAL OBLIGATIONS

In the case of jury duty or when testifying in behalf of the Holgate Local School District, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror.

D. ASSAULT LEAVE

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code the employer will grant assault leave to members of the bargaining unit absent due to disability physical and/or non-physical, received for serving under the following conditions:
 - a. Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during or after school hours in a school related Board approved function or activity will be paid his/her compensation until said employee is able to return to duty. This period of absence as defined in this provision shall be termed "assault leave."

2. Sick leave may be used initially dependent upon the nature of disability. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:
 - a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.
 - b. A written medical report shall be filed by a licensed physician stating the nature of the disability and its duration with the Superintendent.
 - c. Limited to a maximum of ten (10) days unless additional time is granted by the Superintendent. Upon approval of assault leave; prior sick leave used for incident will be withdrawn.
 - d. A staff member may make a police report with local law enforcement and provide a copy of the report to the Superintendent. If directed by Administration, the teacher will file an incident report with the local law enforcement agency. Assaultee must be willing to testify on the Board's behalf if charges are filed against the assaulter.

E. PARENTAL LEAVE OTHER THAN FMLA

1. Notwithstanding the requirements of the Family Medical Leave Act, leave without pay for a period not to extend beyond one (1) complete school year may be granted teachers by the Board of Education requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. Said leave shall have a termination date which coincides with the end of a grading period. The request shall be submitted, if possible, at least three calendar weeks (21 days) prior to the date on which the leave would be scheduled to begin. This provision shall be waived by the Superintendent in cases of emergency.
2. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same position held prior to the leave. In the event of reduction in force, the revisions of reinstatement shall be subject to the reduction in force agreement.
3. A one year extension of this leave may be granted at the discretion of the Board.
4. STRS retirement contributions will not be paid by the Board during parental leave.

F. SICK LEAVE

Each regular (certified) employee of the Board of Education shall be entitled for each month of service to sick leave of one and one-fourth (1 1/4) work days with pay. The unused portion of sick leave is subject to two hundred ten (210) days accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.

A regular certified employee who is absent because of illness is still in the service of the District, and accumulates sick leave credit while absent. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness
2. Pregnancy-Related issue, condition, or illness
3. Injury (personal)
4. Exposure to contagious disease which could be communicated to others.
5. Absence due to illness, injury, or death in the employee's immediate family (Section 3319.141 of the Ohio Revised Code).
6. Adoption of a child shall be limited to six (6) weeks total.

The immediate family is defined as husband, wife, children, parents, fiancée and permanent member of the same household.

For death or illness of relatives outside the immediate family, absence shall be approved not to exceed five (5) days unless additional days are requested by the employee and may be approved by the Superintendent. Relatives defined here as, grandparents, sister, brother, mother-in-law, father-in-law. Relatives defined here as mother, father, grandparents, sister, brother, mother-in-law, father-in-law. One (1) day may be approved for uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and grandchildren, unless additional days are requested and approved by the Superintendent.

G. PROFESSIONAL LEAVE

Praxis III Assessors, Entry Year Mentors, and Alternate Educator Mentors

Any staff member who wishes to be trained shall receive paid professional days for said training and the upkeep of such training in the event it occurs during the workday upon superintendent approval.

H. FAMILY MEDICAL LEAVE ACT

1. An employee desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave.
2. During the leave, for up to 12 weeks per year, (defined year begins July 1 and ends June 30 of each year for purposes of this Act) the Board shall continue to pay fringe benefits without interruption and the contribution it makes for an employee on the active payroll to continue participation in the health insurance programs, provided the employee pays his/her portion of the premiums, if any, to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. If the employee does not pay his or her contribution to the premium cost by the deadline date, then the Board will not be obligated to contribute its share in order to maintain the coverage.
3. FMLA form (Appendix E) must be filled out any time an absence of more than one week is desired and/or anticipated for any one of the qualifying reasons listed on the form.
4. The FMLA form (Appendix E) is for district planning purposes and the information provided to the district may change if in accordance with law.
5. A copy of the FMLA form (Appendix E) shall be returned to the employee within five (5) working days of the request, once received by the Superintendent, with the Superintendent's signature of approval or denial with the reasons for denial (see form).
6. FMLA leave shall run consecutively with any paid sick leave for which the condition/illness qualifies. (i.e. After birth of a child, an employee may take 6/8 weeks of paid sick leave for convalescence, then an employee may take up to 12 weeks unpaid FMLA leave with the Board paying the Board's portion of the benefits.)
7. The Board shall utilize a rolling FMLA calendar.

I. SABBATICAL (Unpaid Leave for Professional Improvement)

The Board may permit bargaining unit members to take an unpaid leave of absence not in excess of one (1) year in length for professional improvement directly related to the field of education. Leaves may be requested and granted in increments of semesters not to exceed one full year.

A written request stating the reason and duration of the leave must be submitted to the Superintendent not later than May 1, for the next school year or no later than thirty (30) days prior to the beginning of the second semester.

A bargaining unit member on unpaid leave for professional improvement, who wishes to return to duty prior to the previously designated date, shall notify the Superintendent in writing of such intention four (4) weeks prior to the date of return.

The employee is entitled to an equal or similar position but not guaranteed the same position.

A bargaining unit member must complete two (2) years of service in the Holgate Local School District before a leave for professional improvement may be granted. Only one such leave shall be granted the member during any five (5) year period thereafter.

There shall be no break in seniority upon return. The employee will resume on the seniority list where they left.

A bargaining unit member on unpaid leave for professional improvement shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

ARTICLE IX

COMPENSATION AND REIMBURSEMENTS

A. SALARY SCHEDULE

1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A".

For the 2014-2015 school year, there shall be a 1% increase on the base salary. (See Exhibit A) Bargaining unit members shall recover two (2) steps that were frozen during the 2011-2012, 2012-2013, and 2013-2014 school years. Bargaining unit members shall also receive the typical one (1) step increase, as normal for each of the years of this contract. The step recovery and salary, including supplementals, owed by the Board to the bargaining unit members shall be paid over the remaining pay periods after ratification.

For the 2015-2016 school year, there will be a 2% increase on base salary.

For the 2016-2017 school year, there will be a 2% increase on base salary.

For the 2017-2018 school year, there will be a 1.5% increase on base salary.

2. Supplemental Salary Schedule

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by the base salary in Appendix "A".

3. A teacher may advance to a higher classification level on the salary schedule by fulfilling the following:

a. The bargaining unit member must show proof of completed course work by submitting a transcript from an accredited college or university. The hours must be graduate semester or equivalent hours (i.e. one quarter hour equals 2/3 of a semester hour) and be in their field of study or curricular supplemental area to advance from the Bachelor's column (1) and beyond.

b. Said hours in #1 must be submitted in official transcript form or verified by a letter from the college or university where the course work was completed. The salary adjustment will be made the first check in October with it being retroactive to September or the first check in March with it being retroactive to January following receipt of the transcripts and/or letter of verification to the Superintendent and Board approved.

4. Undergraduate hours may be accepted towards advancement on the salary schedule if the superintendent has given prior written approval for the use of undergraduate hours.

B. EMPLOYMENT OF RETIREES

1. If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals.
2. A retiree shall be placed at five (5) years on the salary schedule or a step mutually agreed to between the retiree and the Board in the appropriate training column and, thereafter, will advance on the schedule on the same basis as other teachers.
3. A retiree shall receive a one-year limited teaching 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 contract upon the recommendation of the Superintendent.
4. A retiree is not eligible for a continuing contract regardless of years of employment as a retiree with the Board.
5. A retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a retiree.
6. For the purpose of seniority and/or reduction in force, a teacher shall earn seniority with the district beginning with his/her employment as a retired teacher. However, in the event of a reduction in force, the re-employed teacher will not have any bumping rights.
7. It is not necessary for the board to conduct evaluations in accordance with the Negotiated Agreement.
8. All re-employed retirees are considered bargaining unit members and are afforded all contractual rights not addressed in the above provisions, and will have to pay the same union fees as regular members or fair share fee payers.
9. Pursuant to the authority provided by 4117.10 and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede the statutory law of Ohio pertaining to this issue.

C. PAY PERIODS/DIRECT DEPOSIT

1. There shall be twenty-six (26) equal installments to be paid every other Friday.
2. If the pay date is not a regularly scheduled workday, the payment shall be made on the last regularly scheduled workday prior thereto.
3. The exception is the extended December break when payment will be made as scheduled unless the holiday falls on Friday. In that instance the payment will be made the day prior.

4. Staff may elect for direct deposit of their paychecks to the bank of their choice as long as there is a sufficient number of employees participating if a number of participants are required by the district's bank. All newly hired employees shall be required to enroll in the direct deposit payroll program no later than January 1 of each year.

D. PAYROLL DEDUCTIONS

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
 - a. Membership dues in the HTA/OEA/NEA.
 - b. Annuities that are approved as per Board policy.
 - c. Insurances, per Board policy.
 - d. Charities; Board approved.
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

E. SEVERANCE

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his accrued but unused sick leave.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as the final date of employment and under the following conditions and criteria:
 - a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;
 - b. The employee actually terminates his employment with the District and retires;
 - c. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this section have been met, and shall supply such proof of documentation as may reasonably be required.
2. The amount of benefit due the retiring employee shall be determined by:
 - a. Multiplying the employee's accrued but unused sick leave days by one-fourth (1/4);
 - b. Dividing the annual salary of the employee, excluding supplemental pay, by the number of required work days to obtain the diem rate;
 - c. Multiplying the product of "a" above by the employee's per diem rate.

3. Receipt of payment severance under this section shall eliminate all other sick leave credit accrued but unused by the employee.
4. Any severance payments pursuant to this article shall be paid to the teacher in two (2) installments.
5. One-half ($\frac{1}{2}$) severance pay shall be paid to the retiree in a lump sum check within thirty (30) days following the Treasurer's receipt of a copy of a retirement check from STRS.

One half ($\frac{1}{2}$) shall be paid to the teacher upon the first pay period in January following the teacher's retirement. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

F. S.T.R.S. PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers Retirement System will be paid on behalf of the unit member, at no cost, to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be each member's mandatory contribution on the employee's gross annual compensation. The employee's annual compensation shall be reduced by the amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment of all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract.)

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other appropriate governing regulations, the Board and the Association will be held harmless and this article of the Agreement shall be declared null and void.

G. SECTION 125 PLAN

A Section 125 Plan will be offered to all teachers.

- H. Supplementals in Home Economics, Guidance, Summer Band, if offered, shall be paid at the teacher's per diem rate.
- I. Supplementals in Vo-Ag, if offered, shall be paid at 80% of the teacher's per diem rate.
- J. TUITION REIMBURSEMENT AND STAFF DEVELOPMENT

An annual fixed budget of \$18,000 shall be available for reimbursement for tuition costs incurred by teachers for courses completed from an accredited university or college. Any monies not expended in accordance with the provisions established below shall be transferred and added to the following year's budget. In no event shall such fund exceed \$25,000.

The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of course work completed during the period of July 1 through June 30 of each year. The maximum reimbursement a teacher can receive is the actual dollar amount for six (6) semester or ten (10) quarter hours.

The courses taken must be in one of the following areas:

- a. Teacher's field of certification/license, or
- b. In the work to maintain/upgrade certification/license, or
- c. In the field of education or technology, or
- d. In work approved by the LPDC, or
- e. In other work approved in advance by the Superintendent

Payment shall be issued by June 30. A teacher must receive a grade of B or better or receive a passing grade in a pass/fail class in order to be eligible for reimbursement if a course is taken. A copy of the grade report and an official receipt from the college, or cancelled check, must be filed with the approval form contained in Appendix F.

This reimbursement is available to teachers with one (1) or more years of teaching experience with the Board and holds a valid teaching certificate/license not including an Alternate Educators License. In order to be eligible for compensation, a teacher must also be employed by the Holgate Local School District for the following teacher contract year (July 1-June 30) unless not employed due to approved sabbatical, approved parental leave, RIF or resignation due to health condition.

K. PROFESSIONAL LEAVE DEVELOPMENT

- 1. Attendance at any professional meeting must have prior approval of the Board or Superintendent.
- 2. Attendance at professional meetings may be approved for meetings in one of the following areas:
 - a. Teacher's field of certification/license, or
 - b. In the work to maintain/upgrade certification/license, or
 - c. In the field of education or technology, or
 - d. In other work approved in advance by the Superintendent.

3. Reimbursements

- a. \$35.00 for meals per day
- b. \$85.00 for room per day
- c. Mileage per current IRS rate as of July 1st of each contract year. In the event IRS mileage rate decreases or increases during the contract year, the reimbursement will reflect said decrease or increase.
- d. Registration fees.
- e. Parking, tolls, etc.

(Reimbursements shall be increased during this agreement to reflect any Board Policy increases, but shall not decrease other than IRS rate as designated by the IRS.)

L. LOCAL STAFF DEVELOPMENT

1. There will be \$7,000 available annually for staff development activities (no rollover of unspent amount).
2. Twenty dollars (\$20.00) per hour is to be paid for staff development activities.
3. The staff development committee is to consist of three (3) teachers and two (2) administrators. Committee functions and limitations shall be reduced to writing in a future negotiations session.
4. Staff development is voluntary.
5. Staff meetings are not for staff development activities.

ARTICLE X

FRINGE BENEFITS

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

The traditional PPO insurance plan will be available. The employee will contribute 13% of the monthly premium.

B. MEDICAL INSURANCE CONSERVATION INCENTIVE PLAN

The Board will implement the following plan:

1. **Eligible participants:** Full time bargaining unit members who are insured under a health insurance other than that provided in this agreement and who are eligible to receive Board paid contributions to health insurance plan benefits provided in this agreement, and who do not subscribe to those insurance benefits and for whom the Board makes no insurance premium contributions, are eligible to participate in the Medical Insurance Conservation Incentive Plan. The Medical Insurance Conservation Incentive Plan will not be made available to any new employee hired, or to any current employee not on the plan. Those employees who are currently on the Medical Insurance Conservation Incentive Plan will remain so unless they choose to take insurance coverage with the Board of Education or until the total number of participants falls below five (5) employees. A minimum of five (5) bargaining unit members must enroll in the Medical Insurance Conservation Incentive Plan in order for this Article to be implemented.
2. **Plan Benefits:** Each eligible plan participant will receive an incentive payment equal to a maximum payment of one thousand five hundred dollars - \$1,500.00 which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The amount of incentive payment will be based on the maximum coverage for which the bargaining unit member was eligible during the preceding month and will be paid with the first paycheck the month following the month in which the premium would have been paid.
3. **Enrollment Period and Changes in Insured Status:**

All full-time employees are eligible to participate on a yearly basis in the Medical and Dental Insurance Plans sponsored by Holgate Local Schools. Full-time employment is defined as working an average of thirty (30) hours per week or more, in a nine (9) month or longer position.

All employees who are eligible for Medical Insurance will have a one-time open enrollment period from August 1 through October 31 for coverage to begin the first of the month following the completion of an enrollment form. After this time period, those who have not elected to participate are considered ineligible for medical care benefits and can only gain access to medical insurance following a major life event or by submitting to medical underwriting.

All employees who are eligible for Dental Insurance will have a one-time open enrollment period from September 1 through September 30 for coverage to begin October 1. After this time period, those who have not elected to participate are considered ineligible for dental care benefits and can only gain access to dental insurance following a major life event.

Coverage is effective the first day of the month following the date of employment, if coverage is elected. Upon initial employment, each eligible employee will be offered a 31 day window during which to elect coverage under the medical and/or dental plans. If coverage is not taken during the initial 31 day window, the employee will be ineligible unless one of the following occurs:

- a) Marriage,
- b) Adoption or acquisition of an eligible dependent child,
- c) Loss of medical and/or dental coverage due to a change in the spouse's employment (change in eligibility status, lay-off, termination of employment, or reduction in hours), divorce, legal separation, or death of spouse.

Employees qualifying for coverage due to one of the above major life events will have a 31 day window following the major life event during which to elect coverage under the medical and/or dental plans.

Notwithstanding the above, the Plan's pre-existing condition limitations will apply.

C. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certified employee equal to \$35,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

D. DENTAL INSURANCE

The Board shall purchase dental insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 95% of the cost of this program and the bargaining unit member shall pay 5%.

E. VISION INSURANCE

The Board shall purchase vision insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 100% of the cost of the following program:

\$10.00 Co-Payment with exams every 12 months, lenses and frames every 24 months.

F. DENTAL AND MEDICAL BENEFITS

The Association and Board agree to maintain all current levels of benefits. If NBHP benefit levels no longer exist or a change in coverage will occur, the Association and Board shall meet to negotiate the impact of the change.

G. TUITION WAIVER

The Board of Education agrees to allow non-resident bargaining unit members who have submitted the appropriate application, the right to have their children attend Holgate Schools tuition free. Application must be submitted by letter to the superintendent by June 10 of each year.

Students will only be accepted if class size enrollment does not exceed accepted levels and additional staff is not required.

Staff members shall be notified, in writing, by August 1 of their acceptance or denial.

H. ACTIVITY PASS

A teacher will be provided a free activity pass to all Holgate Local School District Athletic contests, to be used according to school policy, in exchange for the certified teacher, employed more than ninety (90) days, performing a service at some athletic contest (ticket taker, ticket seller, etc., or any service which would require payment) sometime throughout the school year. The pass would be good during the school year in which the service is performed. The pass will be permanently forfeited upon non-compliance of this exchange.

ARTICLE XI
WORKING CONDITIONS

A. NON-TEACHING DUTIES

1. Student supervision will be provided beyond teachers' dismissal time.
2. Bargaining unit members will not be responsible for the outdoor supervision of students during recesses.
3. Bargaining unit members working directly with teacher aides shall be invited to the interview process before employing an aide, excluding NWOESC aides.

B. TEACHER FACILITIES

In the Elementary and High School sections of the building, where professional staff is employed, office and lounge facilities will be maintained including private restrooms, professional reference materials, equipment and supplies for lesson preparation and instructional use, work tables, chairs, typewriters, photocopy equipment, and other materials necessary to prepare for instruction, will be provided in each section (Elementary and High School).

It is the understanding of both parties that all bargaining unit members, upon request, will receive keys allowing access to their classroom and teacher workroom and will assume responsibility for those keys.

C. SCHOOL CALENDAR/WORK YEAR

1. The parties agree that the work year will be based on one hundred and eighty-three (183) days.
2. Included in the one hundred and eighty-three (183) days, shall be the following:
 - a. At the beginning of each school year, a regular schedule of meetings will be distributed to the staff. Reminders will be given three (3) days before each staff meeting.

One (1) teacher workday with no students in attendance at the beginning of the school year, a second one at the end of the first semester, and a third one at the end of the year. Bargaining unit members may elect to work an additional day prior to the beginning of the school year in lieu of the day at the end of the first semester. The completed Teacher Work Day Option Form (Appendix I) must be submitted to the Building Principal.
 - b. One hundred and eighty (180) days shall be student contact days.
3. HTA will develop a calendar proposal and submit it to the Superintendent by the first work day in February. The Superintendent will then present the proposed

HTA calendar to the Board of Education for its February board meeting for final consideration.

The calendar will provide sufficient hours to account for delays and up to five (five) calamity days within the legislated Days to Hours transition.

This procedure in no way limits the Board's right to revise the school calendar as unforeseen circumstances may demand.

The Superintendent shall have the right to extend the school year to make up the days missed in excess of five (5) but must discuss options and come to an agreement with the president of the Association before doing so.

D. TEACHING HOURS AND LOAD

1. Length of Workday

The length of workday for members of the bargaining unit shall not exceed seven (7) hours and ten (10) minutes including a lunch period.

2. Duty-Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute uninterrupted duty-free lunch period.

3. Planning and Conference Time

a. Full-time teachers

Full-time teachers shall be provided a minimum of one (1) planning period per regular day of not less than forty (40) minutes in length.

b. Part-time teachers

Part-time teachers shall have proportionate planning time.

4. Extension of School Day

On days when school is delayed because of unforeseen circumstances, sufficient time may be added to the school day in order to comply with state minimum standards.

3 Hour Delay Criteria

1. The goal for a 3 hour delay is to preserve an instructional day and use it only when necessary.
2. After two pre-scheduled commitments, the administration has the right to deny the absence of a teacher.
3. Members shall provide written verification prior to or immediately following (the next work day) a previous commitment, if requested by an administrator.
4. No member will be adversely affected due to a pre-scheduled commitment.

5. Upon written request, an administrator shall provide the member a written reason for denial.

5. Schedules

Bargaining unit members will receive tentative teaching assignments no later than June 15. In order to facilitate planning, bargaining unit members will receive tentative class rosters and teaching schedules for all support personnel by August 5 of each year.

Approximately one-half of the scheduled recess time, exclusive of lunch periods, will be devoted to the intervention of students by bargaining unit members assigned to Grade K-5 positions.

No less than a forty-five minute lunch/recess period will be scheduled for each school day in Grades K-5. The first fifteen minutes of this period, bargaining unit members will remain in the lunchroom and/or with their class in a supervisory capacity.

The principals will schedule time and provide leadership for teachers to collaborate on the testing schedule.

E. INCLUSION

Employees whose duties would be impacted by an IEP and/or Special Needs Student will be provided the opportunity to participate in the development of the IEP and to be present at the IEP conference.

Special training and/or staff development will be provided, as needed, to employees whose duties are impacted by an IEP and/or special needs student. Consideration will be given to accommodate multiple handicapped student(s) in regards to class size, when that student(s) is placed in a regular classroom.

Necessary medical procedures will be conducted and provided by qualified personnel, except in the event of an emergency.

When a physically challenged student and/or student with special needs poses an unnecessary risk or disruption to the educational process, the employee shall have the right to refer the disruptive student to the principal as in compliance with Federal and State Laws and Regulations.

F. PERIOD SUBSTITUTES

Employees who agree to substitute for a bargaining unit member during a planning period or by combining of classes with a minimum of ten (10) additional students shall be paid \$20.00 per period in the high school and \$20.00 per conference period/regularly scheduled class time in the elementary.

To be eligible for payment, the employee must agree to the request of an administrator to substitute and the employee shall submit a written request for payment to the principal, who will forward it to the treasurer.

G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee shall be formed for the Holgate Local School District in compliance with the appropriate provisions of the Ohio Revised Code. The rights, benefits, and privileges granted by HB 230 shall be in effect in addition to the following:

The LPDC shall consist of three (3) teachers selected by the Holgate Teachers' Association. The committee shall consist of two (2) administrators selected by the Holgate Board of Education. The LPDC shall meet at least once per semester and/or other times as decided by a majority of the members. The board shall provide released time for meetings or the members shall be paid a stipend of \$20.00 per hour for work performed outside their contractual working hours.

The committee's responsibilities shall include, but not be limited to, approval of Individual Professional Development Plans for certified employees, development and approval of all district or building professional development activities, approval of C.E.U.'s, course work, workshops, in service, or any other activity that could be used for professional growth credit.

H. PRESCHOOL

Preschool will be in room 113 or 121 unless mutually agreed upon by the Board and the Association.

Allowing the self-contained preschool to be housed in the Holgate building will not alter the wages, hours, terms and other conditions of employment for the HTA members.

I. CREDIT FLEXIBILITY PROGRAM

The Teacher of Record Provisions: Teachers responsible for an individual student credit flexibility plan will have the opportunities to consult with and otherwise assist the assigned student on a regular basis. This will be determined during the Credit Flexibility Development Committee meeting for each student plan with the approval of the teacher(s) of record. At no time will the teacher be required to work outside the contracted day unless the teacher volunteers to do so. The teacher shall be responsible for the curriculum and grading of the student.

If the teacher volunteers to work outside the work day, the Teacher of Record will be compensated based on the LPDC rate for all Teacher of Record work/duties outside the Teacher's regular contract day as approved by the High School Principal.

If possible, the approval for compensation related to the Teacher of Record duties outside the contract day will be made at the time the Credit Flexibility Program is approved by the Committee.

A joint high school Credit Flexibility Development Committee (CFDC) shall be established to oversee and review credit flexibility applications from students desiring high school credits under the Credit Flexibility Program. The CFDC shall be made up of the High School Principal, the Teacher(s) of Record, guidance counselor, and a member chosen by the Association. Other participants may be invited to participate as plan/committee needs require, with a maximum of five (5) participants.

CFDC members may submit training for LPDC credit.

Members serving on the CFDC shall receive a stipend that is equal to the negotiated stipend for the LPDC as outlined by the Master Agreement between the parties for all committee work outside the regular day as approved by the High School Principal.

J. **THIRD GRADE READING GUARANTEE**

An equitable distribution of students on Reading Improvement and Monitoring Plans (RIMP) will be taken into consideration when determining class assignments. Teachers shall have release time to write a RIMP and to conduct parent meetings.

Any teacher who is transferred for any purpose to meet the mandated Third Grade Reading Guarantee or any other State or ESEA mandate shall have accumulated a minimum of three (3) consecutive years of Student Growth Measure (SGM) data before any job action may be taken on the basis of the SGM data.

K. **RESIDENT EDUCATOR PROGRAM**

1. **PURPOSE**

The Resident Educator Program is a four-year induction program required by the Ohio Department of Education that provides ongoing support to Ohio's new teachers throughout their residency.

2. **DEFINITIONS**

Resident Educator Program – The four-year program created by HB1 designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to five-year professional educator license.

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

Resident Educator – A Resident Educator is a teacher employed under a Resident Educator License, an alternate Resident Educator License of any type, or a one-year out of state educator license.

Program Coordinator – The Program Coordinator is responsible for planning, implementing, and reporting on the Resident Educator Program; communicating Resident Educator information to any teacher(s) who may be eligible for this program; and registering Resident Educators in the State's CORE system.

3. **MENTOR/PROGRAM COORDINATOR**

The Program Coordinator and Mentors shall be teachers from the Holgate School District. Both positions will be filled via a posted supplemental position following the Negotiated Agreement guidelines. When coordinating Mentors with Resident Educators, consideration will be given to the subject area and/or grade level of both

the Mentor and Resident Educator. Resident Educators and Mentors shall have time to collaborate during the school day. Mentors shall communicate directly with assigned Resident Educators and shall hold all information in strict confidence. All interaction, written or verbal, between the Mentor Teacher and Resident Educator shall be confidential.

The Mentor Coordinator will not be assigned a Mentor except when there are more Resident Educators than the Mentor Program can accommodate based on guidelines established in this Agreement. If there is a dispute between a Mentor and Resident Educator and there are no available Mentors in accordance with guidelines established in this Agreement then the Mentor Coordinator may be an assigned Mentor.

4. RESIDENT EDUCATOR MENTORS

Qualifications – A Resident Educator Mentor must have a minimum of five (5) years of teaching experience and hold a five (5) year professional license or a permanent teaching certificate. A Resident Educator Mentor teacher must attend and complete state-sponsored mentor training. Mentors shall be provided release time to attend said training. All required training will be fully funded by the employer.

Responsibilities – The Resident Educator Mentor may carry out the Resident Educator Program in accordance with the Resident Educator rules, regulations, and guidelines as developed by ODE. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator. The Resident Educator Mentor will be provided release time to observe Resident Educators at least three (3) times per year per Resident Educator. The Resident Educator Mentor will be granted additional release time to observe Resident Educators if requested.

The Resident Educator Program will consist of at least four (4) meetings between August and the end of the school year. All meetings, after the initial meeting, will be held at mutually agreed upon time either before or after school and address topics as they relate to completion of the Resident Educator Program. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee. Serving as Resident Educator Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts towards license renewal. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) to a maximum of two (2) Resident Educators. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.

5. RESIDENT EDUCATOR

Resident Educators are entry level teachers in their first, second, third, or fourth year of teaching who holds a Resident Educator license. The Resident Educators shall be included in the OTES process for each Resident Educator and all Evaluations will be conducted according to the Negotiated Agreement. Resident Educators own all tools, evidence, and artifacts completed while participating in the Resident Educator

Program. Resident Educator Program documents shall not be collected for use by the employer. All Mentors and Resident Educators shall cooperate, report and collaborate with the Program Coordinator to complete the Resident Educator Program. If a conflict arises between a Mentor and their Resident Educator and cannot be resolved between said parties, then either party may make a one-time annual request to the Program Coordinator for reassignment. The request of change does not require reasons. The Program Coordinator and the Building Principal shall work cooperatively to make another appropriate assignment.

If a Resident Educator and mentor are reassigned, both parties must continue to abide by the confidentiality rules outlined in this agreement.

The Resident Educator Program and all participants shall follow all required ODE guidelines.

6. PROTECTIONS

The Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program. A Resident Educator Mentor shall be held harmless by the Board in the event the Board non-renews the Resident Educator. If the District does not comply with the Resident Educator program as required by law, the District has the burden of rectifying the situation with ODE for the Resident Educator.

Mentors shall not participate in the evaluation of their assigned Resident Educator. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. All interactions, written or oral, between the Mentor and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet by the Mentor shall constitute ground for immediate removal from his/her role as Mentor. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

Resident Educators shall be provided all due process provisions allowed by the Collective Bargaining Agreement and Ohio Revised Code.

ARTICLE XII

EFFECT AND DURATION

A. MODIFICATION OF AGREEMENT

1. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than twenty (20) days thereafter.

B. SEVERABILITY

The parties agree that should any section(s) of this contract be declared contrary to law by a court of competent jurisdiction, then representatives of the Association and of the board will meet within (30) days to negotiate new language relating to subject matter of the section(s) declared unlawful. All other sections of the contract not specifically declared to be contrary to law shall remain in full force and effect.

C. DURATION OF AGREEMENT

This agreement on base salary, supplemental contracts, index and fringe benefits shall be effective as of September 1, 2014, and continue in effect until August 31, 2017.

D. SUCCESSOR AGREEMENT

The parties agree that:

1. The term of the successor agreement shall be for one year beginning September 1, 2017, through August 31, 2018 ("the extended period")
2. The provisions of the successor agreement shall be identical to the provisions of the current agreement with the salaries for the extended period as specified herein for that period.

The parties jointly waive any and all claims to negotiations of any other terms or conditions of this duration agreement for the extended period except memorandums of understanding or agreements, and declare their intent that this duration agreement is in compliance with Ohio Revised Code 4117.09(E).

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

Signed:

HOLGATE BOARD OF EDUCATION

Kelly J. Meyers
Spokesperson

July 13, 2015
Date

Steven C. Thomas
Board Representative

7/13/15
Date

Megan A. [Signature]
Board Representative

7-16-15
Date

HOLGATE TEACHERS' ASSOCIATION

Tricia Blasius
Spokesperson

7-13-15
Date

Catherine A. Gray
Association Representative

7-13-15
Date

Catherine Buchholz
Association Representative

7-13-15
Date

Holgate Local School
2014-2015
Salary Schedule

APPENDIX A

STEP	1.00%			\$32,965
	BA	BA+150	MA	M+15
0	\$32,965 1.000	\$34,251 1.039	\$36,130 1.096	\$38,108 1.156
1	\$34,251 1.039	\$35,702 1.083	\$37,745 1.145	\$39,888 1.210
2	\$35,537 1.078	\$37,152 1.127	\$39,361 1.194	\$41,668 1.264
3	\$36,822 1.117	\$38,602 1.171	\$40,976 1.243	\$43,448 1.318
4	\$38,108 1.156	\$40,053 1.215	\$42,591 1.292	\$45,229 1.372
5	\$ 39,394 1.195	\$ 41,503 1.259	\$ 44,207 1.341	\$ 47,009 1.426
6	\$40,679 1.234	\$42,954 1.303	\$45,822 1.39	\$48,789 1.48
7	\$41,965 1.273	\$44,404 1.347	\$47,437 1.439	\$50,569 1.534
8	\$43,251 1.312	\$45,855 1.391	\$49,053 1.488	\$52,349 1.588
9	\$44,536 1.351	\$47,305 1.435	\$50,668 1.537	\$54,129 1.642
10	\$45,822 1.39	\$48,756 1.479	\$52,283 1.586	\$55,909 1.696
11	\$47,108 1.429	\$50,206 1.523	\$53,898 1.635	\$57,689 1.75
12	\$48,393 1.468	\$51,657 1.567	\$55,514 1.684	\$59,470 1.804
13	\$49,679 1.507	\$53,107 1.611	\$57,129 1.733	\$61,250 1.858
14	\$50,964 1.546	\$54,558 1.655	\$58,744 1.782	\$63,030 1.912
15	\$52,250 1.585	\$56,008 1.699	\$60,360 1.831	\$64,810 1.966
20	\$53,536 1.624	\$57,459 1.743	\$61,975 1.88	\$66,590 2.02
23	\$ 54,821 1.663	\$ 58,909 1.787	\$ 63,590 1.929	\$ 68,370 2.074
27	\$56,107 1.702	\$60,360 1.831	\$65,206 1.978	\$70,150 2.128

Holgate Local School
2015-2016
Salary Schedule

STEP	2.00%				\$33,625
	BA	BA+150	MA	M+15	
0	\$33,625	\$34,936	\$36,853	\$38,870	
	1.000	1.039	1.096	1.156	
1	\$34,936	\$36,416	\$38,500	\$40,686	
	1.039	1.083	1.145	1.210	
2	\$36,247	\$37,895	\$40,148	\$42,502	
	1.078	1.127	1.194	1.264	
3	\$37,559	\$39,375	\$41,795	\$44,317	
	1.117	1.171	1.243	1.318	
4	\$38,870	\$40,854	\$43,443	\$46,133	
	1.156	1.215	1.292	1.372	
5	\$ 40,182	\$ 42,333	\$ 45,091	\$ 47,949	
	1.195	1.259	1.341	1.426	
6	\$41,493	\$43,813	\$46,738	\$49,765	
	1.234	1.303	1.39	1.48	
7	\$42,804	\$45,292	\$48,386	\$51,580	
	1.273	1.347	1.439	1.534	
8	\$44,116	\$46,772	\$50,034	\$53,396	
	1.312	1.391	1.488	1.588	
9	\$45,427	\$48,251	\$51,681	\$55,212	
	1.351	1.435	1.537	1.642	
10	\$46,738	\$49,731	\$53,329	\$57,027	
	1.39	1.479	1.586	1.696	
11	\$48,050	\$51,210	\$54,976	\$58,843	
	1.429	1.523	1.635	1.75	
12	\$49,361	\$52,690	\$56,624	\$60,659	
	1.468	1.567	1.684	1.804	
13	\$50,672	\$54,169	\$58,272	\$62,475	
	1.507	1.611	1.733	1.858	
14	\$51,984	\$55,649	\$59,919	\$64,290	
	1.546	1.655	1.782	1.912	
15	\$53,295	\$57,128	\$61,567	\$66,106	
	1.585	1.699	1.831	1.966	
20	\$54,607	\$58,608	\$63,214	\$67,922	
	1.624	1.743	1.88	2.02	
23	\$ 55,918	\$ 60,087	\$ 64,862	\$ 69,738	
	1.663	1.787	1.929	2.074	
27	\$57,229	\$61,567	\$66,510	\$71,553	
	1.702	1.831	1.978	2.128	

Holgate Local School
2016-2017
Salary Schedule

STEP	2.00%				\$34,297
	BA	BA+150	MA	M+15	
0	\$34,297	\$35,635	\$37,590	\$39,648	
	1.000	1.039	1.096	1.156	
1	\$35,635	\$37,144	\$39,270	\$41,500	
	1.039	1.083	1.145	1.210	
2	\$36,972	\$38,653	\$40,951	\$43,352	
	1.078	1.127	1.194	1.264	
3	\$38,310	\$40,162	\$42,631	\$45,204	
	1.117	1.171	1.243	1.318	
4	\$39,648	\$41,671	\$44,312	\$47,056	
	1.156	1.215	1.292	1.372	
5	\$ 40,985	\$ 43,180	\$ 45,993	\$ 48,908	
	1.195	1.259	1.341	1.426	
6	\$42,323	\$44,689	\$47,673	\$50,760	
	1.234	1.303	1.39	1.48	
7	\$43,660	\$46,198	\$49,354	\$52,612	
	1.273	1.347	1.439	1.534	
8	\$44,998	\$47,707	\$51,034	\$54,464	
	1.312	1.391	1.488	1.588	
9	\$46,336	\$49,216	\$52,715	\$56,316	
	1.351	1.435	1.537	1.642	
10	\$47,673	\$50,726	\$54,395	\$58,168	
	1.39	1.479	1.586	1.696	
11	\$49,011	\$52,235	\$56,076	\$60,020	
	1.429	1.523	1.635	1.75	
12	\$50,348	\$53,744	\$57,756	\$61,872	
	1.468	1.567	1.684	1.804	
13	\$51,686	\$55,253	\$59,437	\$63,724	
	1.507	1.611	1.733	1.858	
14	\$53,023	\$56,762	\$61,118	\$65,576	
	1.546	1.655	1.782	1.912	
15	\$54,361	\$58,271	\$62,798	\$67,428	
	1.585	1.699	1.831	1.966	
20	\$55,699	\$59,780	\$64,479	\$69,280	
	1.624	1.743	1.88	2.02	
23	\$ 57,036	\$ 61,289	\$ 66,159	\$ 71,132	
	1.663	1.787	1.929	2.074	
27	\$58,374	\$62,798	\$67,840	\$72,984	
	1.702	1.831	1.978	2.128	

Holgate Local School
2017-2018
Salary Schedule

STEP	1.50%			
				\$34,812
	BA	BA+150	MA	M+15
0	\$34,812	\$36,169	\$38,154	\$40,242
	1.000	1.039	1.096	1.156
1	\$36,169	\$37,701	\$39,859	\$42,122
	1.039	1.083	1.145	1.210
2	\$37,527	\$39,233	\$41,565	\$44,002
	1.078	1.127	1.194	1.264
3	\$38,885	\$40,764	\$43,271	\$45,882
	1.117	1.171	1.243	1.318
4	\$40,242	\$42,296	\$44,977	\$47,762
	1.156	1.215	1.292	1.372
5	\$ 41,600	\$ 43,828	\$ 46,682	\$ 49,641
	1.195	1.259	1.341	1.426
6	\$42,958	\$45,360	\$48,388	\$51,521
	1.234	1.303	1.39	1.48
7	\$44,315	\$46,891	\$50,094	\$53,401
	1.273	1.347	1.439	1.534
8	\$45,673	\$48,423	\$51,800	\$55,281
	1.312	1.391	1.488	1.588
9	\$47,031	\$49,955	\$53,506	\$57,161
	1.351	1.435	1.537	1.642
10	\$48,388	\$51,486	\$55,211	\$59,041
	1.39	1.479	1.586	1.696
11	\$49,746	\$53,018	\$56,917	\$60,920
	1.429	1.523	1.635	1.75
12	\$51,104	\$54,550	\$58,623	\$62,800
	1.468	1.567	1.684	1.804
13	\$52,461	\$56,082	\$60,329	\$64,680
	1.507	1.611	1.733	1.858
14	\$53,819	\$57,613	\$62,034	\$66,560
	1.546	1.655	1.782	1.912
15	\$55,176	\$59,145	\$63,740	\$68,440
	1.585	1.699	1.831	1.966
20	\$56,534	\$60,677	\$65,446	\$70,320
	1.624	1.743	1.88	2.02
23	\$ 57,892	\$ 62,208	\$ 67,152	\$ 72,199
	1.663	1.787	1.929	2.074
27	\$59,249	\$63,740	\$68,857	\$74,079
	1.702	1.831	1.978	2.128

APPENDIX B
Effective July 1, 2015

Holgate Local School -Supplemental Salary Schedule
Experience Scale

	0 Years	1.00		
	1-2	1.10		
	3-4	1.20		
	5-6	1.30		
	7-8	1.40		
	9-12	1.50		
	13-16	1.60		
	17-20	1.70		
	21-24	1.80		
	25-28	1.90		
	29-	2.00		
Athletic Director	13.0		Musical Director	5.0
Head Football	13.0		Asst. M.S/H.S. Musical Dir.	2.0
Head Boys Basketball	13.0		Middle School Musical	3.5
Head Girls Basketball	13.0		Light and Sound Coordinator	2.0
Head Volleyball	10.0		Jr. Class Advisor	3.5
Head Track	10.0		Soph. Class Advisor	1.0
Ass't Track	6.5		Freshman Class Advisor	1.0
Head Baseball	10.0		Scholastic Bowl	3.0
Head Softball	10.0		Dir. of Band Auxiliary Unit	3.0
Head Cross Country	10.0		H.S. Student Council	4.0
Ass't Boys Basketball	8.5		Senior Class Advisor	2.0
Ass't Football	8.5		Swing Choir	2.0
Ass't Baseball	6.5		Camp Willson Coordinator	3.0
Ass't Girls Basketball	8.5		Visual Arts	2.0
Ass't Girls Softball	6.5		5th & 6th Grade Girls BK	1.5
Band Director	13.0		5th & 6th Grade Boys BK	1.5
Golf Coach	10.0		5th & 6th Grade Football	1.5
H.S. Cheerleader Advisor	9.0		5th & 6th Grade Volleyball	1.5
H.S. Cheerleader Advisor and Competition	11.0		H. S. Chorus	3.5
Freshmen Boys Basketball	7.0		Jr. High Cheerleading	2.0
Freshmen Girls Basketball	7.0		Jr. High Cheerleading and Competition	4.0
Weight Room Supervisor	7.0		M. S. Student Council	2.0
7th & 8th Grade Volleyball	6.5		National Honor Society	1.5
7th & 8th Grade Basketball	6.5		M. S. Nat'l Honor Society	1.5
Ticket Manager	6.0		Career Day Advisor	1.0
Yearbook Advisor	5.75		M.S. Quiz Bowl	1.5
Ass't Volleyball	6.5		Varsity H	.75
Jr. High Track	5.0		Mentor Coordinator:	
7th Grade Volleyball	4.5		0 teachers	.50
8th Grade Volleyball	4.5		1-3 teachers	1.75
7th Grade Boys Basketball	4.5		4+ teachers	2.0
8th Grade Boys Basketball	4.5		Resident Educator Mentor	2.5
7th Grade Girls Basketball	4.5		National Board Certification	
8th Grade Girls Basketball	4.5		One Time Bonus	\$1,000
Jr. High Football	4.5		EMIS add 2 days for total of 5 days at per diem rate	

APPENDIX B CONTINUED
Effective September 1, 2014

Supplemental Salary Continued

1. The Board of Education will determine which contracts to award, with input from the athletic director, high school principal and superintendent, based on appropriate number of student participants.

APPENDIX C

Holgate Local School Teacher Evaluation Form

Date _____ Certified Employee _____ Class _____

- The certified employee may be asked to complete the pre-observation form provided at least one working day prior to the observation. The pre-observation form is optional and is not required to be completed by the certified employee.
Plan for Improvement must be completed by the evaluator any time a staff member receives a rating of developing or unsatisfactory.
- Certified employees may attach additional comments to any evaluation.

Ratings: Satisfactory, Developing, Unsatisfactory and Not Applicable / Not Observed.

I. Preparation and Planning	Satisfactory	Developing	Unsatisfactory	Not Applicable / Not Observed
Plans appropriate instructional goals and objectives for lessons.				
Plans instruction and student assessment based on an in-depth understanding of the content, curriculum, and/or state standards.				
Plans and adapts instruction for all types of learners and their individual needs.				
Demonstrates knowledge of content area and instructional strategies.				

Comments:

II. Learning Environment	Satisfactory	Developing	Unsatisfactory	Not Applicable Not Observed
Establishes and maintains consistent standards for classroom behavior.				
Makes the classroom safe and conducive to learning.				
Creates a climate that promotes fairness and mutual respect.				
Establishes and maintains rapport with students.				

Comments:

III. Instructional Methods	Satisfactory	Developing	Unsatisfactory	Not Applicable Not Observed
Uses appropriate assessments to determine student mastery of content and to make instructional decisions.				
Communicates student achievement and progress to students, parents and appropriate others.				
Reflects on teaching practice through careful examination of classroom evaluation and assessments.				
Uses effective classroom strategies that utilize higher order thinking, problem solving and creativity.				
Provides learning experiences that actively engage students.				

Comments:

IV. Professional Responsibility	Satisfactory	Developing	Unsatisfactory	Not Applicable/ Not Observed
Contributes to professional relationships and actively participates in school-wide initiatives.				
Engages in on going professional development.				
Abides by written administrative policies and procedures as stipulated in board policies, administrative procedures and other currently written regulations.				
Utilizes available technology when considered appropriate by the teacher/certified employee.				
Maintains accurate and appropriate records.				
Maintains professional and ethical behavior,				

Comments:

	<u>Satisfactory</u>	<u>Developing</u>	<u>Unsatisfactory</u>
Final Evaluation Rating			

Areas of Strengths / General Comments:

The signatures below verify that this evaluation has been discussed with the certified employee.

Evaluator _____ Date _____

Certified Employee _____ Date _____

Third Party _____ Date _____

Pre-Observation Form

(This form is voluntary and not required for the evaluation process.)

Employee: _____

Evaluator: _____

Date of Observation: _____

Class being observed: _____

Briefly describe the lesson to be presented today.

Is there anything you would especially like me to notice or any feedback you would like me to provide for this lesson?

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date

APPENDIX E
FMLA Request Form

I request an FMLA leave of absence from _____ (date) to _____ (date) for the following reason:

- _____ for the birth of my child and/or to care for the newborn child;
- _____ for the placement of a child with me for adoption or foster care;
- _____ to care for my (circle one): spouse, child, or parent with a serious health condition;
- _____ because my own serious health condition makes me unable to perform one of the essential functions of my job.

Please check any options that apply below:

- _____ (1) I wish for this leave to be taken unpaid under the provisions of the Federal Family and Medical Leave Act even though I have qualified sick leave available.
- _____ (2) I wish for this leave to be taken under FMLA once my sick leave has been exhausted and the leave qualifies under FMLA.
- _____ (3) I wish for this leave to be taken in part _____ # of days for contractually qualifying paid sick leave and _____ # of days for unpaid FMLA.
- _____ (4) Any qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is a covered military member on covered active duty;
- _____ (5) To care for a covered service member with a serious injury or illness and the covered service member is my spouse, son, daughter, or parent or next-of-kin.

Employee Signature

Date Request Submitted

**APPENDIX E CONTINUED
Employer Response to Employee**

Request for FMLA

Date: _____

To: _____

From: _____

On _____, you notified us that you needed to take family/medical leave due to: _____

You notified us that you need this leave beginning on _____ and that you expect leave to continue until on or about _____.

You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12 month rolling calendar of each year for the purposes of this Act, for the reason listed above. Also, your health benefits must be maintained during any period of paid sick leave and/or unpaid FMLA leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave.

This is to inform you that:

1. You _____ are eligible _____ are not eligible for leave under the FMLA.
2. The requested leave _____ will _____ will not be counted against your annual FMLA leave entitlement.
3. You _____ will be required _____ will not be required to furnish medical certification of a serious health condition. If required you must furnish certification by _____ or we may delay the commencement of your leave until the certification is submitted.

APPENDIX F

TUITION REIMBURSEMENT

I am submitting the attached grade report from the college or university with an official receipt or cancelled check as proof I have taken a course(s) in one of the following areas: (please check all that apply)

- Teacher's field of certification/license
- In the work to maintain/upgrade certification/license
- In the field of education or technology
- In work approved by the LPDC
- In other work approved in advance by the Superintendent

Signature

Date

(Please attach receipt to this form)

APPENDIX G

INCIDENT REPORT FORM

Elementary _____ Middle School _____ High School _____

Instructions: Complete and submit copies to your building administrator after an incident has occurred. Retain a copy for your records.

Employee Name/Position _____ Today's Date _____

Date incident occurred _____

Does the incident involve: Students? Y N Staff? Y N Other(s) Y N

Police report filed? Y N N/A

Location where incident occurred (Please be specific.) _____

Person(s) committing the incident _____

Report of incident (Please be specific, attaching additional pages as needed and including names of witnesses.)

Employee Signature _____

Principal (or Designee) Signature of Receipt of Form _____

Date Received _____

****Teachers turn form in to Association President****

Appendix J

**Holgate Local School
OTES Walkthrough Form**

Teacher Name:	Subject/Content: Date:
Evaluator Name:	Start Time: End Time:
Things Observed:	Questions or Comments for Teacher:
Evaluator Signature:	Photocopy to Teacher:

MEMORANDUM OF UNDERSTANDING

Appendix K

This Memorandum of Understanding is entered into by the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **HOLGATE TEACHERS' ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from September 1, 2014 through August 31, 2017; and

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which confirms to the framework for evaluation of teachers as approved by the State Board of Education (codified under sections 3319.111, 3319.111(A) and 3319.112 of the Ohio Revised Code) and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") until a successor agreement is negotiated; and

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. **PURPOSE:** a standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education shall be implemented as set forth herein. The Board adopts the OTES model as approved by the State Board of Education. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. This policy shall be implemented as set forth herein.
2. **DEFINITION OF A TEACHER:**
 - a. The teacher evaluation procedure contained in this section applies to the following employees of the District:
 - b. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spends at least fifty (50) percent of their employed time providing student instruction.
 - c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their employed time providing student instruction.
 - d. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their employed time providing student instruction.

- e. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their employed time providing student instruction.
 - f. Teachers who do not meet the above criteria will be evaluated utilizing the evaluation procedures in the Article VII of the CBA using the same timelines and frequency for statutorily defined teachers set forth in this MOU.
3. **CONSULTATION:** A Teacher Evaluation Committee shall be created consisting of representatives from the Administration and the Association. At a minimum, the committee shall convene when revisions to the law necessitate, upon revision or replacement of ODE forms, and/or at the end of each year to review the evaluation Memorandum of Understanding and make recommendation(s) to the Board of Education and HTA. Any revisions to this Memorandum are subject to ratification by both parties prior to implementation.
- a. This committee shall be comprised of three (3) Administrators, including the Superintendent, and up to three (3) members appointed/elected by the Association. All decisions and/or recommendations of the committee shall be reached through consensus.
4. **EVALUATORS:**
- a. Evaluating administrators must receive and maintain teacher evaluation training.
 - b. The teacher will be notified of his/her assigned evaluator within 10 days following the beginning of the school year. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.
 - c. The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Holgate School District. The Administrator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.
5. **DEFINITIONS:**
- a. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
 - b. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the

evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

- c. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- d. Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures and teacher performance at the statutorily mandated percentages. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.
- e. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, evidence and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating, based on the OTES Teacher Performance Evaluation Rubric.
- f. Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: Most Effective, Above Average, Average, Approaching Average—and Below Average.
- g. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to Ohio Law and the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each final summative evaluation will result in the assignment of a teacher to one of the OTES evaluation ratings. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.
- h. Evaluation Instruments: The process and forms used by the teacher's evaluator shall be the forms designated by the Ohio Department of Education and the locally developed forms agreed to between the parties and attached to the negotiated agreement. The forms to be utilized in the evaluation process are attached hereto as Exhibit A for informational purposes only. The parties

acknowledge and understand that some of these forms may be revised and/or replaced by ODE or the committee. In the event ODE should revise/replace any of these forms, the Teacher Evaluation Committee shall meet to discuss the utilization and distribution of the forms.

- i. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- j. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
- k. Teacher(s) of Record:
 - a. Is/Are responsible for assigning the grade to the student.
 - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated “teacher(s) of record(s)”.
 - c. Is/Are responsible for a significant portion of a student’s instructional time within a given subject or course: Minimum of 51% co-teaching.
- l. Linkage: The process of connecting the teacher(s) of record [based upon above definition] to a student’s and/or intervention for a student or defined group of students on a specific subject and/or grade level.

6. EVALUATION PROCESS/TIMELINES:

- a. No teacher shall be evaluated more than once annually.
- b. The evaluation will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.
- c. Each teacher being evaluated shall complete and submit the OTES Professional Growth Plan/Improvement Plan form to their assigned evaluator at the first scheduled preconference meeting if not before.
- d. The first formal observation will be announced and all subsequent observations will be unannounced. Under no circumstances shall a teacher’s contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - i. The first formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the

teacher to explain lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.

- a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence extends beyond five days after the observation, the timeliness set forth in Section 6 of this MOU shall be extended consistent with the number of days the teacher was absent after the observation.
- ii. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation and/or interview after an unannounced observation.
 - iii. The timeline for teachers being observed three (3) times shall be:
 - a. First (1st) post-observation conference held on or before November 30th.
 - b. Second (2nd) post-observation conference held on or before February 20th.
 - c. Third (3rd) post-observation conference held on or before April 15th.
 - iv. Before the evaluation cycle is final, and no later than May 1, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

- e. In any year when the Board does not intend to non-renew, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - i. The first formal observation will be announced and all subsequent observations will be unannounced. The first formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.
 - a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence extends beyond five days after the observation, the timelines set forth in Section 6 of this MOU shall be extended consistent with the number of days the teacher was absent after the observation.
 - ii. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation and/or interview after an unannounced observation.
 - iii. The timeline for teachers being observed two (2) times shall be:
 - a. First (1st) post-observation conference held on or before December 15th.
 - b. Second (2nd) post-observation conference held on or before May 1.
 - iv. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that

the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

- f. Any teacher who received a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. Any teacher who received a rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. In any year a teacher is not formally evaluated as a result of receiving a "Skilled" or "Accomplished" rating on that teacher's most recent evaluation, that teacher shall receive an observation and a conference. This does not preclude the assigned evaluator from completing the full evaluation process in the off year if deemed necessary.
- g. Teachers who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting of the school year of retirement shall be exempt from the OTES evaluation process.
- h. The OTES evaluations will conform to the evidence based process and other teacher's names will not be used.
- i. Observations shall not be scheduled the day before or after a holiday, or a scheduled school break.

7. **WALKTHROUGHS:**

- a. A walkthrough shall be at least three (3) consecutive minutes but not more than seven (7) consecutive minutes in duration
- b. An evaluator may perform no more than two (2) walkthroughs per semester.
- c. The agreed-upon written Walkthrough Form included in the Collective Bargaining Agreement will be given to the teacher within three (3) work days after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible. Walkthroughs are unannounced.

8. **SUBMISSION OF RATINGS:** The District will report the aggregate final, summative teacher evaluation ratings as stipulated by the Ohio Department of Education. For eTPES Reporting Process, Option 3 shall be utilized by the Board.

9. **STUDENT GROWTH MEASURE COMMITTEE:**

- a. An SGM committee will be developed for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM.

- b. The committee shall consist of the Association President or designee, three (3) Association members, appointed by the Association, and three (3) Administrators appointed by the Superintendent, and the Superintendent or his/her designee. All decisions and/or recommendations of the committee shall be reached through consensus.
- c. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- d. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- e. The committee will establish, by mutual agreement, a meeting calendar.
- f. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- g. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed. The committee cannot change or modify any provision of the negotiated agreement including, but not limited to, any provision governing the teacher evaluation process or the SGM.
- h. The committee may be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
- i. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
- j. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to the appropriate parties either for gathering data or for revision and resubmission to the committee.
- k. The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
- l. In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- m. Association committee members shall be paid for each hour outside of the contractual workday at the established rate in the CBA.

10. **TRAINING:**

- a. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within thirty (30) days of employment with the District.

11. **PROFESSIONAL GROWTH PLANS OR IMPROVEMENT PLANS:**

- a. Teachers must develop Professional Growth or Improvement Plans based on the Evaluation Matrix. Teachers who have Most Effective or Above-Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals and choose their credentialed evaluator for the next evaluation cycle from the Board-approved list.
- b. Teachers who have Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the next evaluation cycle.
- c. Teachers who have Approaching Average or Below Average levels of student growth must comply with an Improvement Plan based on the OTES Evaluation Matrix developed with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list.

12. **RETENTION/PROMOTION DECISIONS:**

- a. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. Given the uncertainty regarding the use of student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2014-2017 contract years, all teachers shall be deemed to have comparable evaluations. For the 2014-2017 school years, only the performance side of the OTES model will be used to make personnel decisions. The first year that Student Growth Measure data will be used for evaluation purposes will be the 2017-2018 school year.
- b. Nothing in this Memorandum of Understanding will preclude the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Holgate Teachers' Association.

13. **REDUCTION IN FORCE:**

For the purpose of reduction in force under the parties' current Collective Bargaining Agreement, all teachers will be considered comparable during the terms of this Memorandum.

This MOU and the OTES process are subject to the grievance procedure and are attached to the Master Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **HOLGATE TEACHERS' ASSOCIATION** have executed this Memorandum of Understanding on the dates opposite their signatures.

President Elect
Julia Blasius 7-13-15
Association President Date

Kelly J. Meyers July 13, 2015
Superintendent Date

Appendix L

Name of Teacher _____ Course of Grade Level _____ Date _____
 Evaluator _____ Number of Students Present _____ Period or Time _____

Teacher Evaluation Rubric

		Ineffective	Developing	Skilled	Accomplished
1	FOCUS FOR LEARNING (Standard 4: Instruction)	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning. Learning objectives are inappropriate for students. Learning objectives do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and references Ohio standards, but does not include measurable goals.	The teacher demonstrates a focus for student learning. There are appropriate learning objectives. Learning objectives are measurable. Learning objectives are aligned with Ohio Standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goals. Teacher aligns goals for learning with Ohio standards. The learning goals reflect a range of student learning needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
INSTRUCTIONAL PLANNING	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 1 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
2	ASSESSMENT DATA (Standard 3: Assessment)	<p>The teacher does not plan for the assessment of student learning.</p> <p>The teacher does not analyze student learning data to inform lesson plans.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches.</p> <p>The teacher has difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills.</p> <p>The teacher analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposely plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles.</p> <p>The teacher incorporates a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data.</p> <p>The teacher uses assessment data to identify student strengths and areas for student growth.</p>
INSTRUCTIONAL PLANNING	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 2 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
3	<p>PRIOR CONTENT KNOWLEDGE/SEQUENCE/ CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> <i>Pre-Conference</i></p>	<p>The teachers' lesson does not build on or connect to students' prior knowledge. The teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge to previous lessons or future learning, but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers. The teacher prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards. The teacher plans for multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
INSTRUCTIONAL PLANNING	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 3 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
4	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> <i>Analysis of Student Data</i> <i>Pre-Conference</i></p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds; and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose for learning about each students' background experiences, demonstrates familiarity with each students' background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
INSTRUCTIONAL PLANNING	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 4 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished	
INSTRUCTIONAL AND ASSESSMENT	5	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6; Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> <i>Formal Observation</i> <i>Classroom</i> <i>Walkthroughs/Informal Observations</i></p>	<p>The teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding.</p> <p>The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration.</p> <p>The teacher fails to use effective questioning techniques during the lesson.</p> <p>The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear, but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities.</p> <p>The teacher uses some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation.</p> <p>The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions.</p> <p>The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate.</p> <p>The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding.</p> <p>The teacher employs effective, purposeful questioning techniques during instruction.</p> <p>The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise.</p> <p>The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions.</p> <p>The teacher develops high-level understanding through effective uses of varied levels of questions.</p> <p>The lesson is student-led, with the teacher in the role of facilitator.</p>
	EVIDENCE					
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4	
					Score for Section 5 = _____	

Appendix L

		Ineffective	Developing	Skilled	Accomplished
6	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> <i>Pre-Conference</i> <i>Formal Observation</i> <i>Classroom</i> <i>Walkthroughs/Informal</i> <i>Observations</i></p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students through some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and /or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom.</p> <p>The teacher effectively uses independent, collaborative, and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
INSTRUCTION AND ASSESSMENT	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 6 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
7	<p>RESOURCES (Standards 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> <i>Pre-Conference</i> <i>Formal Observation</i> <i>Classroom</i> <i>Walkthroughs/Informal</i> <i>Observations</i></p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes. Instructional materials are varied and appropriate to ability levels of students. Instructional materials actively engage students in ownership of their learning.</p>
INSTRUCTION AND ASSESSMENT	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 7 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
8	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> <i>Pre-Conference</i> <i>Formal Observation</i> <i>Classroom</i> <i>Walkthroughs/Informal Observations</i></p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs.</p> <p>The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students.</p> <p>The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for an interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group, and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for students, behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for an interest in individual students' experiences, thoughts, and opinions. For example, the teacher responds quietly individually and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
INSTRUCTION AND ASSESSMENT	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 8 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
9	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion. The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole class or individual students). When an explanation is not effectively leading student to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternate way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
INSTRUCTION AND ASSESSMENT	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 9 = _____

Appendix L

		Ineffective	Developing	Skilled	Accomplished
10	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence</i> Professional Development Plan or Improvement Plan Pre-Conference Post-Conference Daily Interaction with Others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and flows district policies and state and federal regulations at minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short-and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching, and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short and long term professional goals based on self-assessment and analysis of student learning evidence.</p>
PROFESSIONALISM	EVIDENCE				
	Rating (circle one)	Ineffective = 1	Developing = 2	Skilled = 3	Accomplished = 4
					Score for Section 10=

Appendix L

SCORING -- Enter score for each section									
Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10
Enter following:									
Total of all sections:		Final Rating							
		Accomplished (35-40) Skilled (25-34) Developing (15-24) Ineffective (0-14)							

Administrator/Evaluator's Signature

Date

Teacher's Signature

Date

Teacher Response:

- I do not wish to attach a response.
- I have attached a response.
- I have not attached a response, but plan to do so within 7 days.

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center">Annual Focus</p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center">Date</p> <p align="center">Record dates when discussed</p>	<p align="center">Areas for Professional Growth</p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Holgate Local School Teacher Portfolio Evidence

The following piece of evidence may be presented to evaluator in a binder, folder, electronically, or in some other organized format at the second post observation. Evidence may be critiqued by credentialed evaluator.

Standard 1: Student Learning

Teachers understand student learning & development and respect the diversity of each student.

- Give examples of lesson plans, activities, or assessments that show differentiated instruction or log activities that have been completed to learn about student background, interests, and experiences. (ie. Interest inventory, student's permanent records, talk to previous teachers)
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Skilled (3)
 - 4 examples – Accomplished (4)

Standard 2: Understanding of Content Area

Teachers know/understand the content area for which they have instructional responsibility.

- Create a list of completed standards and benchmarks in one unit of instruction for a course.
 - Not completed – Ineffective (1)
 - Completed – Accomplished (4)
 - Highly Qualified Teacher – Accomplished (4)

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Give examples of the situations in which you use formative or summative assessments and/or analyze the data from assessments to show student learning.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Skilled (3)
 - 4 examples – Accomplished (4)

Standard 4: Student Learning and Instruction	
	<ul style="list-style-type: none"> • Teachers plan and deliver effective instruction that advances the learning of each individual student. • Provide examples of how you show progression, sequenced build up to understanding based on student needs. <ul style="list-style-type: none"> ○ 0-1 examples – Ineffective (1) ○ 2 examples – Developing (2) ○ 3 examples – Skilled (3) ○ 4 examples – Accomplished (4)
Standard 5: Learning Environment	
	<p>Teachers create learning environments that promote high level of learning and achievement for all students.</p> <ul style="list-style-type: none"> • Provide examples of how you create an environment that is conducive to learning and promotes student achievement. <ul style="list-style-type: none"> ○ 0-1 examples – Ineffective (1) ○ 2 examples – Developing (2) ○ 3 examples – Skilled (3) ○ 4 examples – Accomplished (4)
Standard 6: Collaborate and Communicate	
	<p>Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.</p> <ul style="list-style-type: none"> • Keep a log of communication between parents, teachers, administrators, community, and/or student intervention. <ul style="list-style-type: none"> ○ 0-1 examples – Ineffective (1) ○ 2 examples – Developing (2) ○ 3 examples – Skilled (3) ○ 4 examples – Accomplished (4)
Standard 7: Professional Growth and Professionalism	
	<p>Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.</p> <ul style="list-style-type: none"> • Submit Professional Growth Plan, Individualized Professional Development Plan <ul style="list-style-type: none"> ○ 1 examples – Accomplished (4) <p style="text-align: center;">OR</p> • Listed professional organizations, clubs, committees and extra-curricular activities that you advise, or assist with or create a log of workshops, conferences, etc., for professional development. <ul style="list-style-type: none"> ○ 0-1 examples – Ineffective (1) ○ 2 examples – Developing (2) ○ 3 examples – Skilled (3) ○ 4 examples – Accomplished (4)

Scoring

Standard 1 Credentialed Evaluator Score: _____

Standard 2 Credentialed Evaluator Score: _____

Standard 3 Credentialed Evaluator Score: _____

Standard 4 Credentialed Evaluator Score: _____

Standard 5 Credentialed Evaluator Score: _____

Standard 6 Credentialed Evaluator Score: _____

Standard 7 Credentialed Evaluator Score: _____

Total: _____

Average of Total _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students. In addition, it is recommended that teachers who have Ineffective ratings in any area of performance or who have an overall Ineffective performance rating have an Improvement Plan. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

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

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

Improvement Plan (continued)**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Student Learning Objective (SLO) Template (Optional for Teachers)

This template should be completed while referring to the SLO Template Checklist.

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

Baseline and Trend Data

What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?

Student Population

Which students will be included in this SLO? Include course, grade level, and number of students.

Interval of Instruction

What is the duration of the course that the SLO will cover? Include beginning and end dates.

Standards and Content

To what related standards is the SLO aligned?

Assessment(s)

What assessment(s) will be used to measure student growth for this SLO?

Growth Target(s)

Considering all available data and content requirements, what growth target(s) can students be expected to reach?

Rationale for Growth Target(s)

What is your rationale for setting the above target(s) for student growth within the interval of instruction?

Student Learning Objective Form

Grade:	Subject	Number of Students	Interval of Instruction		
			Full year <input type="checkbox"/> Semester <input type="checkbox"/>		
Rationale for Student Learning Objective (Please include content standards covered and explanation of assessment method.)					
Student Growth Objective (Course content to be covered)					
Baseline Data (Please include what you know about your students' performance/skills/achievement levels at the beginning of the year, as well as any additional student data or background information used in setting your objective.)					
Scoring Plan					
Student Growth Level Based on Percent of Students Achieving Target Score					
Target Score	Most Effective	Above Average	Average	Approaching Average	Below Average
Approval of Student Learning Objective					
Teacher's Signature _____				Date Submitted _____	
SGM Committee's Signature _____					
Results of Student Growth Objective					
Total Number of Students	Number of Students at Target Score and above	Objective Attainment Level (%)	Teacher _____		
			Evaluator _____		
			Date _____		

Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/no)

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage
% Exceeding/Meeting Target: %
% Below Target: %

NUMERICAL RATING OF SLO:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the **Holgate Local School District Board of Education** (the "Board"), and the **Holgate Teachers' Association** (the "Association").

WHEREAS: the Board and the Association are parties to an MOU effective May 29, 2014 through May 29, 2015 regarding the Straight A Grant /NOVA; and

WHEREAS: the Board and Association desire to extend the time of the MOU until October 23, 2015.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Association as follows:

1. The Straight A Grant/ NOVA MOU which was effective May 29, 2014 through May 29, 2015 shall continue to be in effect until October 23, 2015. The parties agree that at the conclusion of the first quarter, the parties will evaluate the guidelines established in the original MOU and discuss any possible creation/changes in contract language or MOU language.
2. This MOU shall automatically expire at midnight on October 23, 2015 unless the parties agree to either an earlier termination or an extension.
3. The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.
4. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.
5. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.
6. This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **Holgate Local School District Board of Education** and the **Holgate Teachers' Association** have executed this Memorandum on the dates opposite their signatures.

Ronald H. Swickert 5-28-15
Association President Date

Kelly J. Meyers 5-28-15
Superintendent Date

Julia Blasius 5-28-15
Association Member Date

Risa Shanks 5-28-15
Treasurer Date

Association Member Date

Board President Date