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Master Agreement

BETWEEN

THE HOLGATE BOARD OF EDUCATION

AND

THE HOLGATE TEACHERS' ASSOCIATION

SEPTEMBER 1, 2011 - AUGUST 31, 2014

TABLE OF CONTENTS

ARTICLE I PROFESSIONAL NEGOTIATIONS AGREEMENT

A. Recognition 1
B. Elections 1
C. Scope of Bargaining 1
D. Procedures 2
E. Agreement 3
F. Contract Reopener Agreement 3
G. Disagreement 4
H. General 4

ARTICLE II GRIEVANCE PROCEDURE

A. Definition 5
B. Purposes 5
C. Grievance Procedures 5
D. General Provisions 6

ARTICLE III ASSOCIATION RIGHTS

A. Exclusive Rights 8
B. Use of Buildings 8
C. Dissemination of Information 8
D. Payroll Deduction of Association Dues 8
E. Access to Members of Bargaining Unit 8
F. Association Leave 9
G. Leaving Building During Preparation Period 9
H. Board Meetings 9
I. Building Construction 9
J. Grants/Waivers 9
K. Labor Management Committee 10
L. Fair Share Fee 11
M. Governors' Education Reform 13
N. All Day and Everyday Kindergarten 13
O. Continuous Improvement Plan 13
P. Staff Recognition Program 13

ARTICLE IV VACANCIES & TRANSFERS

A. Vacancies 14
B. Transfers 14
C. Supplemental Contracts 14

ARTICLE V EMPLOYMENT PRACTICES

A. Contracts 15
B. Personnel Files 16
C. Parent/Citizen Complaint 16

ARTICLE VI REDUCTION IN FORCE

A. Staff Reductions	17
B. Reasons for Reduction.....	17
C. Attrition	17
D. Reduction Other Than By Attrition	17
E. Seniority and Certification	18
F. Last Senior Reduced and Displacement.....	18
G. Recall	19

ARTICLE VII TEACHER EVALUATION & FAIR DISMISSAL

A. Procedure.....	20
B. Teachers Evaluation Forms	22
C. Fair Treatment & Dismissal.....	22
D. Termination of Contract.....	22

ARTICLE VIII LEAVES OF ABSENCES

A. Personal Leave	23
B. Legal Obligations.....	23
C. Assault Leave.....	23
D. Parental Leave Other Than FMLA	24
E. Sick Leave.....	25
F. Professional Leave.....	26
G. Family Medical Leave Act	26
H. Form	26
I. Sabbatical.....	26

ARTICLE IX COMPENSATION & REIMBURSEMENTS

A. Salary Schedule	28
B. Employment of Retirees.....	28
C. Pay Periods/Direct Deposit	29
D. Payroll Deductions	30
E. Severance	30
F. Retirement Incentive	31
G. S.T.R.S. Pick-up Utilizing the Salary Reduction Method	31
H. Section 125 Plan	32
I. Supplementals	32
J. Supplementals (Vo-Ag).....	32
K. Tuition Reimbursement and Staff Development	32
L. Professional Leave Development	33
M. Local Staff Development.....	33

ARTICLE X FRINGE BENEFITS

A. Hospital/Surgical/Major Medical.....	34
B. Medical Insurance Conservation Incentive Plan	34
C. Group Life.....	35
D. Dental Insurance	36
E. Vision Insurance.....	36
F. Dental and Medical Benefits	36
G. Tuition Waiver	36

H. Activity Pass	36
 ARTICLE XI WORKING CONDITIONS	
A. Non-Teaching Duties	37
B. Teacher Facilities	37
C. School Calendar/Work Year.....	37
D. Teaching Hours & Load	38
E. Inclusion	39
F. Period Substitutes	39
G. Local Professional Development Committee (LPDC).....	40
 ARTICLE XII EFFECT & DURATION	
A. Modification of Agreement	41
B. Severability.....	41
C. Duration of Agreement.....	42
 APPENDIX A	
Teacher Salary Schedule	43-44
 APPENDIX B	
Supplemental Salary Schedule	45-46
 APPENDIX C	
Teacher Evaluation Form	47-53
 APPENDIX D	
Grievance Form.....	54-55
 APPENDIX E	
FMLA Request Form	56-57
 APPENDIX F	
Tuition Reimbursement Form.....	58
 APPENDIX G	
Application For Leave.....	59
 Memorandum of Understandings (MOUs)	
Credit Flexibility	
School Calendar/Work Year	
 Contract Addendum	
Pre-school Working Conditions	

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

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

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 15 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.

Failure to notify the Superintendent in writing in the year of the expiration of the current limited contract, prior to December 15, shall result in the Board granting either of the following contracts (not including non-renewals etc.):

1. the next limited contract in the sequence listed in Section 1 above, or
2. 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. 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.

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. All currently employed teachers will receive a copy of the form at the beginning of the school year.
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 within Article VII shall follow Section 3319.111 of the Ohio Revised Code. Evaluations and contract procedures within Article VII shall follow ORC 3319.111.

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 Pathwise or similar training. This is the twelve (12) hour training required by mentors and all entry year teachers. The administrator will produce documentation to the Superintendent and HTA proving attendance. The administrator must attend a Pathwise or similar training refresher course once every three (3) years once the twelve (12) hour training is completed.
15. Administrators will be versed on the evaluation process by the District Superintendent and HTA personnel at the beginning of the school year, prior to beginning the evaluation of teachers.
16. Teachers have the right to choose an unbiased neutral properly trained and licensed administrator employed within the district in the event the teacher deems it necessary.
17. Informal walk-through evaluations will be done without using a notepad and writing.
18. Subjective opinions will be kept out of evaluations.
19. Other teacher's names will not be used in evaluations.

B. TEACHER EVALUATION FORMS - Appendix C

C. 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.

D. 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. 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.

B. 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.

C. 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 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. 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.
 - 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.

D. 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.

E. 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

Upon return from sick leave, each employee of the Board of Education shall complete a district sick leave form indicating that the employee was absent for one of the qualified reasons stated above.

F. 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.

G. 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).

H. The attached form (Appendix G) shall be utilized for all leaves with the exception of leave forms previously stated in this section.

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 2011-12 and 2012-13 school year, the base on the salary schedule will remain at \$31,999. (See Exhibit A). There will be no step increases. In the event that any employee of the Board outside of this bargaining unit receives a pay raise between September 1, 2011 to August 31, 2013, the Board agrees that the base salary of this Agreement will be raised by the same percentage effective on the date that such raise is effective for the other employees.

For the 2013-14 school year, there will be a 2% increase on the base salary. There will be no step increase. In the event that any employee of the Board outside of this bargaining unit receives a pay raise above 2% between September 1, 2013 to August 31, 2014, the Board agrees that the bargaining unit member will receive the difference on the base salary effective on the date that such raise is effective for the other employees.

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. 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 beginning with the 2003-2004 school year, 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. RETIREMENT INCENTIVE

1. For the 2011-2012 and 2012-2013 school year, the Board shall offer a retirement incentive to eligible employees. Eligible employees are those that are eligible to retire through the State Teachers' Retirement System (STRS).
2. The eligible employees will have until April 1 of each year in which to notify the Superintendent, in writing, of the employee's intent to opt for the incentive. Failure to notify the Superintendent by that date shall be deemed a waiver of the employee's ability to receive the incentive provided by this Memorandum.
3. For eligible employees, the amount of the incentive shall be 2% salary increase adjustment paid in the last pay of the contracted year which shall be in addition to any severance pay due to the employees by virtue of the Agreement. Written confirmation from STRS that the employee is retired and receiving STRS benefits is required. (i.e. copy of retirement stub)
4. Any eligible employee who elects to retire and subsequently be rehired by the Board in accordance with the terms of this Agreement and/or Ohio law is ineligible for the incentives provided for herein.

G. 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.

H. SECTION 125 PLAN

A Section 125 Plan will be offered to all teachers.

I. Supplementals in Home Economics, Guidance, Summer Band, if offered, shall be paid at the teacher's per diem rate.

J. Supplementals in Vo-Ag, if offered, shall be paid at 80% of the teacher's per diem rate.

K. 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 August 1. 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 upon the date of reimbursement payment, unless not employed due to reason other than health, life altering circumstances, or RIF.

L. 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.)

M. 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 Board will make available the Access Plus 1A insurance plan with a \$10.00 single premium co-pay and a \$20.00 family premium co-pay per pay for the 2011-2012 and 2012-2013 school year.

For the 2013-2014 school year, the Access Plus 1A insurance plan will be available. The employee will contribute 10% 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 NBEC 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 at the beginning of the school year in lieu of the day at the end of the first semester.

- b. One hundred and eighty (180) days shall be student contact days.
3. The Superintendent will appoint three (3) members and the Association will appoint three (3) members to a committee to develop a school calendar for presentation to the Board in November.

Consensus will be the method of determining the priority choice. The Superintendent will then present the choice calendar as well as the other calendar(s) in dispute if necessary designating the priority calendar as such to the Board of Education.

In the event consensus is not reached on a priority choice, the calendars will be presented to the Board with explanation for final approval.

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.

In the event of a disagreement, the Association president will survey Association members. The results of the survey will be the determining factor.

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.

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, 2011, and continue in effect until August 31, 2014.

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

Signed:

HOLGATE BOARD OF EDUCATION

Kelly J. Meyers
Spokesperson

June 17, 2011
Date

Steven C. Thomas
Board Representative

June 22, 2011
Date

[Signature]
Board Representative

6-29-11
Date

HOLGATE TEACHERS ASSOCIATION

Karin L. Baker
Spokesperson

June 17, 2011
Date

Bruce E. Silboon
Association Representative

June 17, 2011
Date

Sarah R. Wenzig
Association Representative

June 17, 2011
Date

Holgate Local School
2011-2012, 2012-2013
Salary Schedule
(0% on base with no step increase)

APPENDIX A

STEP	0.00%				\$31,999
	BA	BA+150	MA	M+15	
0	\$31,999	\$33,247	\$35,070	\$36,990	
	1.000	1.039	1.096	1.156	
1	\$33,247	\$34,654	\$36,638	\$38,718	
	1.039	1.083	1.145	1.210	
2	\$34,494	\$36,062	\$38,206	\$40,446	
	1.078	1.127	1.194	1.264	
3	\$35,742	\$37,470	\$39,774	\$42,174	
	1.117	1.171	1.243	1.318	
4	\$36,990	\$38,878	\$41,342	\$43,902	
	1.156	1.215	1.292	1.372	
5	\$ 38,238	\$ 40,286	\$ 42,910	\$ 45,630	
	1.195	1.259	1.341	1.426	
6	\$39,486	\$41,694	\$44,478	\$47,358	
	1.234	1.303	1.39	1.48	
7	\$40,734	\$43,102	\$46,046	\$49,086	
	1.273	1.347	1.439	1.534	
8	\$41,982	\$44,510	\$47,614	\$50,814	
	1.312	1.391	1.488	1.588	
9	\$43,230	\$45,918	\$49,182	\$52,542	
	1.351	1.435	1.537	1.642	
10	\$44,478	\$47,326	\$50,750	\$54,270	
	1.39	1.479	1.586	1.696	
11	\$45,726	\$48,734	\$52,318	\$55,998	
	1.429	1.523	1.635	1.75	
12	\$46,974	\$50,142	\$53,886	\$57,725	
	1.468	1.567	1.684	1.804	
13	\$48,222	\$51,550	\$55,454	\$59,453	
	1.507	1.611	1.733	1.858	
14	\$49,470	\$52,958	\$57,021	\$61,181	
	1.546	1.655	1.782	1.912	
15	\$50,718	\$54,366	\$58,589	\$62,909	
	1.585	1.699	1.831	1.966	
20	\$51,966	\$55,774	\$60,157	\$64,637	
	1.624	1.743	1.88	2.02	
23	\$ 53,214	\$ 57,181	\$ 61,725	\$ 66,365	
	1.663	1.787	1.929	2.074	
27	\$54,462	\$58,589	\$63,293	\$68,093	
	1.702	1.831	1.978	2.128	

Holgate Local School
2013-2014
Salary Schedule
(2% on base with no step increase)

STEP	2.00%				\$32,639
	BA	BA+150	MA	M+15	
0	32,639	33,911	35,772	37,730	
	1.000	1.039	1.096	1.156	
1	33,911	35,348	37,371	39,493	
	1.039	1.083	1.145	1.210	
2	35,184	36,784	38,970	41,255	
	1.078	1.127	1.194	1.264	
3	36,457	38,220	40,570	43,018	
	1.117	1.171	1.243	1.318	
4	37,730	39,656	42,169	44,780	
	1.156	1.215	1.292	1.372	
5	39,003	41,092	43,768	46,543	
	1.195	1.259	1.341	1.426	
6	40,276	42,528	45,368	48,305	
	1.234	1.303	1.390	1.480	
7	41,549	43,964	46,967	50,068	
	1.273	1.347	1.439	1.534	
8	42,822	45,400	48,566	51,830	
	1.312	1.391	1.488	1.588	
9	44,095	46,836	50,165	53,592	
	1.351	1.435	1.537	1.642	
10	45,368	48,272	51,765	55,355	
	1.390	1.479	1.586	1.696	
11	46,640	49,709	53,364	57,117	
	1.429	1.523	1.635	1.750	
12	47,913	51,145	54,963	58,880	
	1.468	1.567	1.684	1.804	
13	49,186	52,581	56,563	60,642	
	1.507	1.611	1.733	1.858	
14	50,459	54,017	58,162	62,405	
	1.546	1.655	1.782	1.912	
15	51,732	55,453	59,76	64,167	
	1.585	1.699	1.831	1.966	
20	53,005	56,889	61,360	65,930	
	1.624	1.743	1.880	2.020	
23	54,278	58,325	62,960	67,692	
	1.663	1.787	1.929	2.074	
27	55,551	59,761	64,559	69,455	
	1.702	1.831	1.978	2.128	

APPENDIX B
Effective September 1, 2011

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	Jr. High Football	4.5
Head Football	13.0	Musical Director	5.0
Head Boys Basketball	13.0	Middle School Musical	3.5
Head Girls Basketball	13.0	Jr. Class Advisor	3.5
Head Volleyball	10.0	Soph. Class Advisor	1.0
Head Track	10.0	Fresh. Class Advisor	1.0
Ass't Track	6.5	Scholastic Bowl	3.0
Head Baseball	8.5	Dir. of Band Auxiliary Unit	3.0
Head Softball	8.5	H.S. Student Council	3.5
Head Cross Country	8.5	Senior Class Advisor	2.0
Ass't Boys Basketball	8.5	Swing Choir	2.0
Ass't Football	8.5	Visual Arts	2.0
Asst' Baseball	5.0	5th & 6th Grd. Girls BK	1.5
Ass't Girls Basketball	8.5	5th & 6th Grd. Boys BK	1.5
Ass't Girls Softball	5.0	5th & 6th Grd. Football	1.5
Band Director	10.0	5th & 6th Grd. Volleyball	1.5
Golf Coach	8.5	H. S. Chorus	3.5
H.S. Cheerleader Advisor	8.0	Jr. High Cheerleading	1.5
Freshmen Boys Basketball	7.0	M. S. Student Council	1.5
Freshmen Girls Basketball	7.0	National Honor Society	1.5
7th & 8th Grd. Volleyball	6.5	M. S. Nat'l Honor Society	1.5
7th & 8th Grd. Basketball	6.5	Career Day Advisor	1.0
Faculty Manager	6.0	M.S. Quiz Bowl	1.5
Yearbook Advisor	5.75	Varsity H	.75
Ass't Volleyball	6.5	District Mentor:	
Jr. High Track	5.0	0 teachers	.50
7th Grade Volleyball	4.5	1-3 teachers	1.75
8th Grade Volleyball	4.5	4+ teachers	2.0
7th Grade Boys Basketball	4.5	Teacher Mentor	2.5
8th Grade Boys Basketball	4.5	National Board Certification	
7th Grade Girls Basketball	4.5	One Time Bonus	\$1,000
8th Grade Girls Basketball	4.5	EMIS add 2 days for total of 5 days at per deim rate	

APPENDIX B CONTINUED
Effective September 1, 2011

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 only one of the three options listed below:

_____ (1) I wish for this leave to be taken all or in part under the provisions of the Federal Family and Medical Leave Act. See options below.

_____ (2) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only my accumulated sick leave be used for the duration of the leave. (If Option 2 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)

_____ (3) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only _____ days of my accumulated sick leave be used and the balance of my leave to be unpaid. (If Option 3 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)

Leaves with FMLA: Complete this section only if you selected Option 1 above. Please check only one of the following options:

_____ (1) I wish for this leave to be paid, using my accumulated sick leave during my requested FMLA leave.

_____ (2) I wish for _____ days of my FMLA leave to be paid leave and the balance of my leave to be unpaid. I elect to take per diem and/or pay deducts for wages or salary once I have achieved the designated balance of sick days in my account. I further realize that sick leave shall be accrued during this leave of absence as per the negotiated agreement, Article IV.

_____ (3) I wish for this leave to be unpaid with pay deducts for the period of my leave. I understand that none of my sick leave will be used during my requested FMLA leave. I also understand that all my benefits will remain uninterrupted and in effect during this leave.

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/paid leave in a 12 month period defined as July 1 and ends June 30 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/unpaid 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 _____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 ___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
APPLICATION FOR LEAVE
Holgate Local School District

Name: _____ Date(s) of absence: _____

Name of Substitute: _____ Total number at days absent: _____

SICK LEAVE (ORC §3319.141) (submit within two working days following return)

_____ Personal injury or illness

_____ Family injury, illness, or death in immediate family List relationship to you: _____

PERSONAL (submit at least one week prior the date of leave -- except for emergencies)

Date(s): _____

JURY/MILITARY DUTY (submit this form upon receipt of notice)

Date (s): _____ Total number of days: _____

NON-PAID LEAVE (submit this form one week prior to leave)

Date(s): _____ Reason: _____

VACATION

Dates: _____ Total Number of days: _____

(Falsification of a statement is grounds for suspension or termination of employment under ORC §3319.081 and §3319.16.)

Signature of Applicant

Signature of Principal

Signature of Superintendent

_____ Approved

_____ Disapproved

Falsification of sick leave may be grounds for immediate termination under Ohio law

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
HOLGATE TEACHERS' ASSOCIATION

This Memorandum of Understanding is made this 21st day of March, 2011 by and between the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **HOLGATE TEACHERS' ASSOCIATION** (hereinafter referred to as "Association") for the purposes of identifying items which affect wage, hours, terms and conditions of employment related to the Holgate Local School District's Credit Flexibility Program Procedures and Guidelines.

WHEREAS, in accordance with the requirements of Ohio law, the Board has developed and approved a Credit Flexibility Program with Procedures and Guidelines; and

WHEREAS, due to the fact that implementation of the Credit Flexibility Program, Procedures and Guidelines could, affect terms and conditions of employment, the Board's representative and the Association's representative met on December 17, 2010 in an effort to address areas of interest and concern between the parties; and

WHEREAS, as a result of this negotiations session, the Board and the Association have reached tentative agreement concerning a one and a half year memorandum which will act as a trial program for the implementation of the Credit Flexibility Program.

NOW, THEREFORE, BE IT AGREED, by and between the Holgate Local School District Board of Education and the Holgate Teachers' Association as follows:

1. 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.

2. 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.

3. This Memorandum of Understanding shall be in effect from January 1, 2011 to June 30, 2012. Prior to the expiration of this MOU the parties shall meet to evaluate the program and/or negotiate any changes necessary.
4. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by 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.

**HOLGATE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 3-23-11

By: Kelly J. Davis
Superintendent

By: Steven C. Thomas
Board President

HOLGATE TEACHERS' ASSOCIATION

Date: 3/23/2011

By: Kim L. Baker
President

By: Anna Kwall
Vice President

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

HOLGATE EDUCATION ASSOCIATION

AND THE HOLGATE LOCAL SCHOOL BOARD OF EDUCATION

Whereas, the Holgate Education Association and the Holgate Local School Board of Education are parties to a Master Agreement in effect through August 31, 2011; and

Whereas, the Master Agreement, Article XI, Working Conditions, Section C, School Calendar/Work Year, establishes when the committee will develop a school calendar for presentation to the Board; and

Whereas, the Board has requested a change in this contract provision,

Now, therefore, the parties agree to the following:

1. The submission date to the Board from the calendar committee will be February 2011.
2. This change is for the 2010-2011 submission year only.
3. This Memorandum of Understanding shall become a part of and affixed to the current Agreement, which expires August 31, 2011 and becomes effective upon the signatures of the parties.

Kim Baker
For the Association

11/12/2010
Date

Kelley J. Davis
For the Board

11-12-10
Date

CONTRACT ADDENDUM

Between the Holgate Board of Education
and the
Holgate Teachers Association

Whereas, there is a collective bargaining agreement between the Holgate Teachers Association (HTA) and the Holgate School Board of Education (Board) which addresses working conditions and bargaining unit work, and

Whereas, the Association sent a demand to bargain to address the pre-school issue and the Association and the Board engaged in negotiations to address the working conditions and bargaining unit work issue, and

Whereas, the parties wish to reach an amicable resolution of this matter.

Therefore, the parties agree that:

1. The new pre-school will be in room 113 or room 121.
2. Allowing the self-contained pre-school to be housed in the Holgate building will not alter the wages, hours, terms, and other conditions of employment for the HTA members.
3. Two days will be given to Mrs. Agler to pack and move her room which will be worked out informally with the principals.
4. The Association agrees not to pursue or advance a grievance or ULP relating to this issue.

This Contract Addendum shall become a part of and affixed to the Master Agreement effective with the signatures of the party.

Kim L. Baker
For the Association

4/28/2010
Date

Angela Kant
For the Board

4-28-10
Date