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NEGOTIATED AGREEMENT

BETWEEN THE

EAST HOLMES LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

EAST HOLMES TEACHERS' ASSOCIATION

Agreement Effective July 1, 2024 through June 30, 2027

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ARTICLE I – RECOGNITION

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

ARTICLE II – SCOPE OF BARGAINING

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

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Procedure

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

B. Dispute Settlement Procedure

1. If agreement has not been reached on all items under negotiations at least forty-five (45) calendar days prior to the expiration of this Agreement, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2. Pursuant to O.R.C. §4117.14 (c)(1)(f), the Parties mutually agree to this dispute resolution procedure and intend for it to supersede the procedures contained in O.R.C. § 4117.14.

3. The mediation period shall be forty-five (45) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the forty-five (45) days by mutual agreement of the parties.

4. Both parties agree that this procedure is the final step in negotiations.

C. Agreement

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

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.

2. Grievant – An individual employee, a group of employees, or the Association, having a grievance.

3. Days – "Days" shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by state or federal statutes.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing.

2. The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems that may from time to time arise affecting employees. "Lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.

3. "Days" used in reference to limitations shall be maximums. However, limits may be altered by mutual written agreement of the parties. Failure of the

administration or the Board to act within the required time limits permits the grievance to go to the next step.

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

4. The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be subject to reprisal or discrimination for having followed or participated in the grievance procedure.

C. Grievance Procedure

1. Step One (Informal Procedure) – Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant may request a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.

2. Step Two (Formal Procedure) – If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, submit a formal written grievance to the immediate supervisor (see Appendix E for grievance form). The immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.

3. Step Three – Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference, and said written decision shall be given to the grievant.

4. Step Four – If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may request a review by the Board. This written request should be directed to the Board Treasurer, with a copy to the Superintendent. The Board shall meet with the grievant, in executive session (to the extent permitted by law), at the next regularly scheduled Board meeting that takes place at least five (5) calendar days after the Board Treasurer receives the written request. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.

5. Step Five – If the grievant is dissatisfied with the decision rendered by the Board of Education, the grievant may request Mediation. The Board and the Association will choose a mutually agreed upon mediator and timeframe for the process. The mediator may indicate an opinion on what outcome the grievance would have if it were taken to arbitration.

6. Step Six – If the grievance is not resolved in mediation, the grievance may be appealed to arbitration within fifteen (15) days of the completion of Step Five. An arbitrator shall be selected from a list of fifteen (15) arbitrators which the Association representative and the Board representative shall request from the American Arbitration Association. Within ten (10) days following the receipt of this list, the Association representative and the Board representative shall meet for the purpose of naming the arbitrator either by mutual agreement or by striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The decision reached by the arbitrator shall be binding on both parties. Both parties shall equally share all expenses of the arbitration.

ARTICLE V – MANAGEMENT RIGHTS

A. The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools in the East Holmes Local School District and the employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the Board's school district except as restricted by this Agreement.

B. These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. To direct, supervise, evaluate, and/or hire employees.
3. To maintain and improve the efficiency and effectiveness of governmental operations.
4. To determine the overall methods, process, means, or personnel by which government operations are to be conducted.
5. To suspend, discipline, demote, discharge, non-renew, layoff, transfer, assign, schedule, promote, and/or retain employees.
6. To determine the overall mission of the employer as a unit of government.
7. To determine the adequacy of the work force.
8. To effectively manage the work force.
9. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

1. The Board will provide for the accumulation of sick leave as provided for in O.R.C. §3319.141. Total accumulation may amount to a maximum of two hundred sixty (260) days.

2. New employees to the District shall be credited with accumulated sick leave in accordance with O.R.C. §3319.141.

3. All regular full-time and part-time teachers under contract shall be entitled to an advancement of five (5) sick leave days if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced sick leave days so no loss in pay results for these five (5) days. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or the estate.

4. The Board shall require all employees to submit requests electronically; leave requests may be entered in 0.25 day increments. If medical attention is needed, the employee's statement must list the name and address of the attending physician and the date(s) when the physician was consulted. If an absence exceeds more than five (5) consecutive days, a written statement shall be required to verify the reason for additional use of accumulated sick leave.

5. The use of sick leave, upon the approval of the Superintendent or supervisor, shall be restricted to:

   a. As needed, for injury to the employee which renders the employee unable to perform normal classroom duties.

   b. As needed, for employee illness and/or medical appointments.

   c. As needed, for exposure to contagious disease which could be communicated to others. (Physician's statement required.)

   d. As needed, for illness or medical appointments in the immediate family. The "immediate family" shall be defined as: parent, stepparent, parent of spouse, child, stepchild, spouse, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law, legal guardian, or a permanent resident of the employee's home. In the event of a close friend or relative not included in the above, leave may be considered by the Superintendent and such leave chargeable to sick leave will not be authorized for more than two (2) days by the Superintendent.

e. As needed, for incident of death in the immediate family as defined above. When more than three (3) days are needed, prior communication with supervisor is required.

f. Time may be granted for attendance at funerals of other close relatives or friends upon written application to and approval of the Superintendent.

1) For immediate family, as defined above, the employee may choose sick leave or restricted personal leave for a funeral.

2) For other relatives or close friends, sick leave may be granted if the employee's restricted personal leave days have been used.

g. Falsification of a sick leave statement is grounds for discipline, up to and including termination of employment under O.R.C. §3319.16.

B. Sick Leave for Pregnancy / Recovery from Childbirth

1. An employee may use sick leave for absence caused by her pregnancy (which includes pregnancy, false pregnancy, miscarriage or childbirth, and recovery from miscarriage).

2. An employee may use sick leave to recover from childbirth. Within three (3) weeks after delivery, the employee must notify the Superintendent in writing of her anticipated date of return to work. The employee must submit a physician's statement that attests to her continuing disability and specifies the probable date she will be able to return to work, typically either six (6) weeks for natural delivery or eight (8) weeks for caesarean delivery, but not to exceed eight (8) weeks.

a. The period following childbirth when sick leave may be used shall be consecutive calendar weeks, beginning on the date of birth, and includes days that are not regularly scheduled work days (i.e., Christmas, spring, or summer break). Sick leave will be charged only for regularly scheduled work days or make-up days.

b. Employees may return to work immediately after recovering from childbirth, at any point during the school year.

3. If at any time during the employee's pregnancy, or in the weeks following her return to work after recovering from childbirth, there is evidence that the employee is unable to perform her full duties and responsibilities, the Superintendent may require a physician's statement concerning the employee's physical condition.

4. Employees may be granted up to six (6) consecutive weeks of paid sick leave for the purpose of an adoption, including travel time to gain physical custody of the child being adopted. Adoption leave is available only to the legal adoptive parents.

C. Child-rearing Leave

1. Child-rearing Leave involves an unpaid leave of absence following childbirth or adoption.

2. Upon written request by an employee, the Board shall grant a leave of absence without pay for childrearing following childbirth or adoption.

3. A written request for Child-rearing Leave for the purpose of child-rearing must be submitted at least thirty (30) workdays prior to its anticipated start date so that continuity of instruction may be maintained.

4. The length of a Child-rearing Leave shall be a maximum of one school year.

5. An employee on Child-rearing Leave of absence may maintain group insurance coverage by remitting monthly premiums in advance to the Treasurer.

6. An employee returning from Child-rearing Leave shall be assigned to a position for which he/she is properly certified/licensed and shall resume the contract status held prior to such leave.

D. Paternity Leave

Paid paternity leave of up to ten (10) consecutive working days shall be granted to new fathers. Sick leave shall be used for this absence. Any additional leave beyond ten (10) days shall be considered unpaid Family and Medical Leave Act leave. Paternity leave shall be taken within two (2) weeks of the child's birth or adoption. Extenuating circumstances can be considered by the Superintendent.

E. Grandparents Leave for Childbirth

An employee may use up to three (3) days of paid sick leave following the birth or adoption of a grandchild within one month after the child's birth or adoption.

F. Accumulated Sick Leave Notification

Accumulated leave balances are provided and available electronically.

G. Use of Sick Leave – Advance Notice

1. In case of personal illness, a teacher who teaches within one (1) school building shall make every effort to notify the building principal the evening before his/her expected absence. In cases where this is not possible, the building principal shall be contacted a minimum of one and one-half (1 $^{1}/_{2}$) hours before school begins except in cases of extreme emergency in which case notification shall be as soon as possible.

2. Teachers who instruct in more than one (1) building during the workday shall inform the principal of the first school in which he/she is scheduled to instruct. The principal notified should subsequently notify all other principals affected by the absence of the teacher. Notification times and conditions found in the preceding paragraph also apply to multiple building teachers.

H. Personal Leave

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

    a. An employee is permitted to use two (2) unrestricted days in the school year.

    b. Restricted will be defined as a serious, unavoidable and unforeseen circumstance and for which no other leave is applicable. The Superintendent will determine if the reason for the use of restricted personal leave is acceptable.

2. Unused Unrestricted Personal Leave

    a. Annually employees will have the choice of either option B or C below. If employee does not make a choice by the communicated deadline, letter B will automatically be used.

    b. Employees will be allowed to rollover up to 2 unused unrestricted personal days to sick days, effective after the preceding school year.

    OR

    c. Employees will receive payment for unused unrestricted personal days, effective after the preceding school year. If no unrestricted personal leave days are used, the employee shall receive a stipend of Four Hundred Dollars ($400.00). If one (1) unrestricted personal day is used, the employee shall receive a stipend of Two Hundred Dollars ($200.00).

3. Immediate family shall be defined as: parent, stepparent, parent of spouse, child, step-child, spouse, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law, legal guardian, or a permanent resident of the employee's home.

4. Definition of Unrestricted Personal Leave: Unrestricted personal leave is personal leave utilized by the employee for personal reasons and requested in accordance with the personal leave procedure prescribed in Section 4 below.

5. Personal Leave Procedure

a. Leave requests will be submitted electronically by the employee three (3) days in advance. If an emergency arises, the three (3) day advance notice provision may be waived upon notification to the Superintendent of the emergency and his/her subsequent approval.

b. Failure to comply with proper procedure will disqualify the applicant from being granted personal leave. Use of personal leave without compliance with the policy will result in payroll deduction.

c. Personal leave may not be utilized on the first or last day of school, on in-service days, nor on the work day before or work day after a holiday or vacation day, nor to work at another job, unless permission is granted by the Superintendent. Also, no more than ten percent (10%) or 2 members of the teaching staff (whichever is greater) per building may be on unrestricted personal leave at the same time.

d. Falsification of a personal leave statement is grounds for discipline, up to and including termination of employment under Ohio law.

I. Professional Leave

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

Mileage	IRS Rate at July 1 (beginning of the school year),
Meals	$11.00 – Breakfast per day $15.00 – Lunch per day $20.00 – Supper per day
Lodging	$200.00 per day

2. Employees needing a hotel room are required to make arrangements with the Board Treasurer's Office before their travel to take a school check and a tax exempt form for the lodging expenses. The Board will not be responsible for the payment of state tax on any lodging if an exempt form was not requested.

3. If no overnight stay is required, no more than two (2) meals will be reimbursed for a one (1) day conference. Extenuating circumstances will be considered on a case by case basis.

4. No reimbursement will be granted for snacks and/or drinks not included with a meal.

J. Assault Leave

1. Reporting of Assault

Teachers shall report immediately to their principal, or acting principal, in all cases of physical assault suffered by them in connection with their employment.

2. Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal physical injury caused by a physical assault arising out of and/or in the course of his/her employment, the teacher shall be paid his/her full salary for the period of such absence for up to thirty (30) workdays without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

The leave must be requested in writing and must include the initial date of the leave and an estimate as to the length of the leave. The request must include the employee's signature, a statement as to the need for such leave, and signature of attending physician or physicians. The teacher must also submit an incident report and agree to participate in any disciplinary proceedings related to the assault. Falsification of the signed statement is grounds for discipline, up to and including termination of employment under Section 3319.16 of the Ohio Revised Code.

The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and in the event that there is adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

3. Restrictions

Assault leave shall be denied if through due process the teacher is found to be negligent or to have acted irresponsibly.

K. Family & Medical Leave

In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons, per Board Policy 3430.01:

(1) birth and/or care of a newborn child, within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) "qualified exigency" leave. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave."

For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed to meet the 1,250 hours of service standard). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Negotiated Agreement.

ARTICLE VII – COMPENSATION

A. Salary and Index

The BA-0 Salary for 2024-25 shall be, Forty-Two Thousand Five Hundred and Eighty One Dollars ($42,581), The BA-0 Salary for 2025-26 shall be Forty Three Thousand Eight Hundred and Fifty Eight Dollars ($43,858); The BA-0 Salary for 2026-27 shall be Forty Five Thousand Six Hundred and Twelve Dollars ($45,612).

B. Supplemental Salaries

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

C. Tutor's Salary

The tutors' wage rate shall be Twenty-Two Dollars and Sixty-Six Cents ($22.66) per hour for 2024-25.
The tutors' wage rate shall be Twenty-Three Dollars and Thirty-Four Cents ($23.34) per hour for 2025-26.
The tutors' wage rate shall be Twenty-Four Dollars and TwentySeven Cents ($24.27) per hour for 2026-27.

ARTICLE VIII - FRINGE BENEFITS

A. Insurance Benefits

1. Spouses of all employees enrolled in the East Holmes insurance program are not eligible for coverage from the East Holmes insurance plan if that spouse has available health insurance coverage through their employer. However, if the spouse's employer does not have a dental plan, then that spouse would be eligible to be on the East Holmes dental plan. Documentation from the employer must be provided if no insurance coverage is available.

2. For spouses retiring on or after January 2014, the spouse must enroll in health insurance benefits through their retirement system, if available. Documentation from the retirement system must be provided if no insurance coverage is available.

3. Health Insurance Benefits – The Board of Education will maintain a health insurance plan for employees. An explanation of the plan follows:

   a. Guidelines

      1) In cases where both spouses are both employed by the Board, they are entitled to two (2) individual policies, an employee/spouse policy, or one (1) family policy.

      2) The Board agrees to negotiate any regressive changes to the insurance coverage.

      3) The Board shall have the right to select the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium without negotiating the carrier of any insurance coverage with the Association. The Board Treasurer shall establish a long-range insurance committee consisting of an equal number of representatives from the Association and the administration. The Board Treasurer will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs, additions/modifications, and providing timely information for the annual renewal process. The Members will submit agenda items. No change in the insurance program will occur except through the negotiations procedure as provided for in Article III or under ORC 4117.

4. Any change in carrier, method of insuring, or participation in any insurance consortium during the contract shall provide benefits equivalent to those listed in the attached Schedule of Benefits.

5. All positions requiring certificated/licensed personnel shall be classified, for insurance purposes, as follows:

a. Full-time position: A position requiring thirty (30) or more hours per week for a minimum of thirty-seven (37) weeks per year.

b. Part-time position: A position requiring less than thirty (30) hours per week for a minimum of thirty-seven (37) weeks per year.

6. Employees are responsible for notifying the Board Treasurer, in writing, of any change in dependency status.

7. The enrollment period for all employees is during the month of December with coverage becoming effective January 1. Employees hired during the school year shall have thirty (30) days in which to apply. Applications are made through the Board Treasurer's Office.

8. Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits:

a. When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete the pre-admission review procedural requirements prior to admission.

b. For non-emergency hospital admissions (admissions that are scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained prior to the actual admission to the hospital.

c. For emergency hospital admissions (admissions that are not scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained within forty-eight (48) hours of the actual admission to the hospital, absent extenuating circumstances.

d. No benefits will be payable for additional days in the hospital not certified as "medically necessary."

e. The employee and/or physician are notified if the admission is authorized or denied. If approved, they are also notified of the number of days of hospitalization authorized. If additional days are required, the Pre-Admission Review Center is again notified and additional days are approved or denied based on the medical necessity of the additional days of hospitalization.

f. If the admission is not authorized, the Pre-Admission Review Center will furnish the reason for denial and suggest admission alternatives, such as out-patient programs.

g. If a covered person does not receive the authorization in accordance with these guidelines, or if he/she is admitted after having received a denial of in-patient confinement days, the employee shall be responsible for the first Five Hundred Dollars ($500.00) of non-preauthorized charges.

9. Non-Weekend Admissions to Hospital--The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an in-patient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day following admission.

10. A maximum of thirty-five (35) visits per person per year will be paid for chiropractic treatments and/or chiropractic care.

11. For any newly hired employees, or dependents, who enroll for any insurance coverage on or after the effective date of this Agreement, consult the insurance plan coverage booklet for information on pre-existing condition exclusions and creditable coverage.

B. High Deductible Health Plan

The Board offers a "high deductible health plan" ("HDHP") under Section 223 of the Internal Revenue Code ("IRC"). In accordance with the requirements of IRC Section 223, the HDHP shall have the following features:

1. Benefits under the HDHP shall be limited to medical and prescription drug benefits and dental benefits. The Plan shall not provide vision benefits.

2. Annual deductibles for the HDHP will be set at the IRS (Internal Revenue Service) prescribed minimum deductibles for such plans each year for single and family (including employee and spouse and employee and children) coverage. These deductibles apply to in network usage. Employees will be notified via a memo and/or email of the deductibles for the upcoming calendar year, when those amounts will change from the previous calendar year.

3. All benefits provided under the HDHP shall be subject to the deductible, including prescription drug benefits. Preventive care shall not be subject to the deductible, to the extent permitted under IRC Section 223.

4. An employee will be eligible to elect coverage under the HDHP only if the employee qualifies as an "eligible individual" under IRC Section 223(c)(1). Accordingly, an employee shall be eligible to elect coverage under the HDHP only if the employee is not covered under another health plan that:

   a. Is not a high deductible health plan under IRC Section 223; and

   b. Provides coverage for any benefit which is covered under the East Holmes Local School District HDHP.

   c. An employee will be eligible to elect family coverage under the HDHP without regard to whether the employee's spouse and dependents who are to be covered under the HDHP qualify as "eligible individuals" under IRC Section 223.

d. Notwithstanding the foregoing, an employee shall not be eligible to participate in the HDHP if the employee becomes entitled to Medicare benefits.

5. The Board shall be permitted to select an insurance company or other provider or providers to provide the HDHP. The Board may elect to provide the HDHP on an insured or self-insured basis, or any combination thereof. The Board also may elect to participate in a consortium or similar group. However, the Board will take into consideration recommendations from the insurance committee before selecting or changing the HDHP provider.

6. The Board shall arrange, through the provider of the HDHP or otherwise, for a health savings account ("HSA") to be made available to an employee who elects to participate in the HDHP. The HSAs made available in conjunction with the HDHP will be designed to be accounts that are tax-exempt pursuant to IRC Section 223(d) and (e). An employee who participates in the HDHP shall complete application forms and other written materials as are necessary to establish the HSA and shall be the owner of the HSA.

7. Fees and charges associated with an HSA shall be payable from the account or directly by the owner of HSA. An employee who has an HSA established under the HDHP may elect to receive disbursements from the HSA at any time; and the employee shall be solely responsible for the tax consequences associated with the disbursements the employee receives from the HSA.

8. For the 2024-2025 school year, the employee shall be required to pay an increase of one percent (1.0%) to fourteen percent (14%) of the premium that the Board of Education is Contributing for the HDHP, for the 2025-26 school year, the employee shall be required to pay an increase of one percent (1.0%) to fifteen (15%) of the premium that the Board of Education is Contributing for the HDHP, for the 2026-27 school year, the employee shall be required to pay an increase of one percent (1.0%) to sixteen percent (16%) of the premium that the Board of Education is Contributing for the HDHP. Changes Effective July 1 of each contract year.

9. The HDHP will be designed to meet the requirements of IRC Section 223(c) (2) and applicable regulations, and shall be administered, interpreted and operated to comply with such requirements. However, neither the Board, nor the Association, guarantee the tax consequences associated with the HDHP and any HSA that is established for an employee who is covered by the HDHP. The Treasurer's office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies as it believes it is required to do so by law.

C. Section 125 Plan

1. The Board's "Section 125 Plan" shall provide for the following:

a. An employee who must make employee contributions for health care coverage under either the traditional plan or the HDHP will be able to make a pre-tax salary reduction election to pay for those required contributions.

b. An employee who elects coverage under the HDHP will have the employer contributions to the employee's HSA for each month of such coverage made under the Section 125 Plan, and

c. An employee who elects coverage under the HDHP may also elect to have pre-tax salary reduction contributions made to his or her HSA, to the extent of the difference between the amount paid to the HSA by the Board and maximum amount that may be credited to the HSA for the month of coverage, pursuant to IRC Section 223.

2. The Section 125 Plan will be designed to meet the requirements of IRC Section 125 and applicable regulations. Accordingly, except for the initial open

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

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

D. Term Life Insurance

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

E. Dental Insurance

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

F. Severance Pay

1. In accordance with O.R.C. §124.39, all employees who present evidence of retirement from the State Teachers' Retirement System at the time of retirement from active service with the East Holmes Local School District shall be granted severance pay for their accrued but unused sick leave days according to the following provisions.

2. To be eligible for severance pay, the Board must accept the employee's resignation for the purpose of retirement for severance pay no later than sixty (60) days after the last paid date of service with the East Holmes Local School District and the Board officially accepts the employee's request for severance pay based on the former employee moving from active employment into the retirement system. The employee must present satisfactory evidence to the Board that he/she has met the requirement and has been officially granted service retirement.

3. Severance pay shall be for the employee's accrued but unused sick leave days at the time of retirement based on twenty-five percent (25%) of the value of his/her accrued but unused sick leave days. A maximum of 260 sick days will be used for the calculation of severance pay, for all retirements.

4. Payment shall be based upon the employee's daily rate of pay at the time of retirement.

5. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

6. Such payment shall be made only once to any employee.

7. Payment shall be made only upon retirement and is authorized in the event of death of an employee per board policy 4415 – Severance Pay.

8. Severance pay shall be paid by check within one hundred (100) calendar days of the employee's effective date of retirement. The pay shall be subject to all legal deductions.

9. An employee must have completed ten (10) years of service to the Board in order to be eligible to receive severance pay upon retirement.

G. Mileage

The mileage reimbursement rate for any Board or administrative approved travel by a member of the bargaining unit shall be paid at the IRS rate at July 1 (beginning of the school year).

H. STRS Tax Deferral Pick-Up

1. The Board Treasurer shall contribute to the State Teachers' Retirement Systems (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified/licensed employee.

2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary that is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The "pick-up" shall be a uniform percent for all certified/licensed employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

   This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the first month after the ratification of this Agreement.

7. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

I. Tuition Reimbursement

1. The Board agrees to reimburse, based on the terms in Article VIII(I)(4), full-time and part-time teaching employees who successfully complete (grade B or better) graduate courses taken in an education related field.

   a. For those working towards their first Master's degree, the declared major will determine if courses are education related.

   b. For those with a Master's degree, it must be evident that courses are education related.

2. An employee may receive reimbursement for a maximum of six (6) semester hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board Treasurer to be eligible for tuition reimbursement.

3. An employee must teach in the District the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.

4. The Board will appropriate for tuition reimbursement purposes a maximum of Thirty Thousand Dollars ($30,000) per year for the life of this Negotiated Agreement. If total requested amount from all eligible employees seeking reimbursement is below Thirty Thousand Dollars ($30,000), then these eligible employees will be reimbursed the full amount they originally paid. The reimbursement amount shall not exceed the total credit hour cost to the employee. Payment will be made during September of the following school year. In the event that the total tuition cost incurred by employees exceeds the appropriated amount of Thirty Thousand Dollars ($30,000), then reimbursement will be

computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested, and any remainder is then divided equally amongst employees who have not received a full reimbursement (not to exceed the total credit hour cost to the employee or the District's total appropriated amount). Transcripts and proof of payment must be turned in by September 15.

5. The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by an employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled, and the amount received from the agency.

6. A maximum of Ten Thousand Dollars ($10,000) of the amount listed in #4 above will be set aside to be used for professional development for employees required to complete an improvement plan as a result of final summative rating of ineffective or as a result of poor student growth. Professional development will be identified and scheduled as a part of the collaborative writing of the Improvement Plan as required by the evaluation policy. On-site activities, District in-services and District employees will be utilized when possible.

7. The Association and Administration will reach a consensus agreement addressing any changes in licensure requirements that may arise during the term of this Negotiated Agreement.

J. Charitable Deductions

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

K. Sick Leave Assistance Program

1. Eligibility: East Holmes Employees, which shall include all of the employees of the District, who have a zero Sick Leave balance and have already been advanced five (5) days by the Board Treasurer, and are in need of Sick Leave for a catastrophic personal illness or injury – this excludes the six (6) week recovery period following the birth of a child (i.e., employees may not use the Sick Leave Bank to cover the standard six (6) week recovery period).

2. A joint committee consisting of three (3) Association officers, the Superintendent and the Board Treasurer will establish the guidelines.

3. If an employee is currently absent due to the catastrophic or long-term illness or accident of the employee and such member has exhausted all of his/her accumulated sick leave, employees may donate up to five (5) days of accumulated sick leave to the absent employee. a. Catastrophic or long-term illness is not

intended to include normal maternity leave and/or absence due to childbirth. Employees seeking the donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request. b. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave

donation. c. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the EHTA President/designee and notifying the East Holmes District Treasurer.

4. No employee may receive more than an aggregate of ten (10) donated Sick Leave days in any one (1) school year.

5. The request for donation of Sick Leave days shall be initiated by a teacher on a form (Appendix I) furnished to the EHTA President. It is the responsibility of the Association to notify the bargaining unit of the request and the amount of days donated.

6. The donor shall submit the Sick Leave Donation Authorization Form to the EHTA president in order to donate days.

7. When the EHTA President has the required paperwork meeting the requirements in this Section, the paperwork will be submitted to the Treasurer for processing.

8. Unused donated sick leave will expire at the end of the final teacher work day.

L. Assistance for Background Check Expenses

Once every five (5) years, the Board will provide a free background check through one agency (FBI or BCI) at the Central Office.

ARTICLE IX – PAYROLL

A. Paydays

1. The Board will pay all employees in twenty-four (24) equal payments on the 5th and 20th of each month. If the 5th or the 20th falls on a Holiday the pay will occur on the prior business day. If the 5th or the 20th fall on the weekend the pay will occur on the preceding Friday.

2. All new employees and substitute employees will be required to enroll in direct deposit of payroll. All new regular employees with District email will be required to receive email (paperless) notification of direct deposit.

B. Dues Deduction

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

ARTICLE X - VACANCIES AND TRANSFERS

A. A list of all newly created or vacant teaching, and supplemental positions will be posted and communicated to all employees by sending a general email to all teachers for at least five (5) work days. All employees shall apply for the posted positions within five (5) work days of the posting. The posting shall include the position and building.

B. Teachers who desire a change in grade or subject assignment or who desire a transfer to another building shall file a written statement of such desire with the Superintendent not later than April 15, of any school year.

C. The District will send an Intent Form (Appendix L) to all District staff to request information related to interests, intent and potential changes in compensation and benefits. Individuals expressing an interest in a change of assignments, will be contacted by the district administration prior to the filling of a vacancy in the area of expressed interest for the next school year.

D. Consideration will be given to such requests for voluntary reassignments and transfers. When applications for such voluntary reassignment or transfer are approved or denied the applicant will be notified in writing of the decision. The Superintendent, with the approval of the Board, shall have the final authority to assign teachers and other employees under his/her supervision as provided by law.

E. A tentative teaching assignment for the following school year shall be sent to each teaching employee prior to July 15. This assignment shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.

F. A list of vacant positions that occur during the summer will be communicated to all employees using the following methods:

1. Notification will be sent via email to all employees who have provided an email address to the Superintendent's Secretary.

2. The list will be posted on the East Holmes Local Schools web site.

3. Postings will be available on the District's helpline during periods in which school is not in session.

4. If the above notifications methods are not feasible, an employee may request a written copy of the vacancies be mailed to them. This request must be in writing and be delivered to the Superintendent's Secretary.

The original posting date will be considered the date the vacancy is posted on the District's website.

G. All currently employed applicants will be granted an interview.

ARTICLE XI - NONRENEWAL OF SUPPLEMENTAL CONTRACTS

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

ARTICLE XII - SCHOOL DAY, YEAR, AND CALENDAR

A. Each teacher shall be granted at least thirty (30) minutes for a duty-free lunch each school day.

B. The school calendar shall not exceed one hundred eighty-four (184) days inclusive of teacher workdays and/or in-service days.

C. The Superintendent will hold a meeting in early October with three (3) members of the teaching staff and three (3) members of the classified staff to prepare calendar options for the next calendar year.

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

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

D. Teachers shall be released the same amount of time equal to the time spent in parent conferences.

E. The length of the teacher day for all members of the bargaining unit shall not exceed seven (7) hours and thirty (30) minutes.

F. If the Board operates educational programs in buildings new to the District, and such position requires any alterations to the school day and/or school calendar, then the following conditions shall be met:

1. Prior to any assignment in such buildings, the Superintendent will discuss the changes with the President of the EHTA and the OEA Consultant.

2. Only volunteers will be used.

3. Any alterations in the school day and/or school calendar in such buildings can only occur with the consent of the Association President.

4. Prior to implementation, the Association President, Superintendent, and volunteer teacher(s) will meet together and review the program, day, year, etc. These persons will meet again at the end of September, November, January, and March for review and suggestions for the program. More meetings may be held if so requested by any of the parties.

ARTICLE XIII – CONTRACTS AND ANNUAL SALARY NOTICE

A. Limited, continuing and supplemental contracts shall be issued in accordance with the provisions of the Ohio Revised Code. The following exception shall be followed, effective for employees hired after July 1, 2018, teachers who have not yet begun their fifth year of service shall have no right to challenge evaluations or non-renewals through the negotiated grievance procedure and/or under R.C. 3319.11. Teachers who have begun their fifth year of service will have the right to pursue and resolve challenges to evaluations and non-renewals through the negotiated grievance procedure.

B. Limited, continuing, and supplemental contract forms appear in Appendixes F, G, and H respectively.

C. Each employee will receive an annual salary notice by July 15. This date will supersede the requirements as prescribed in O.R.C. §3319.12.

D. The parties agree and recognize that it is the employees' responsibility to have a current and valid license or certificate at the start of each school year.

E. In January of each school year, the administration will notify teachers whose licenses or certificates will be expiring within the next six months.

1. Notification will be in writing and the teachers will be required to document that such notification was received.

2. Notifications will include statement of ramifications (per O.R.C. 3319.36) for failure to hold a valid license or certificate.

a. A teacher who is continuing employment with the District but does not have a current and valid license or certificate, must either go on an unpaid leave of absence or secure a substitute license and will be paid at the substitute teacher rate in the interim. Failure to obtain a valid license or certificate within 6 months of its expiration is grounds for termination.

b. A new teacher, during their initial employment contract (first teaching position only) may be paid for services rendered during the first two months of the current school year. After that, salary will be withheld until a current and valid license or certificate is filed with the administration, or an application for a license or certificate is verified and filed with the administration.

3. The status of a teacher's license or certificate may be obtained at any time by contacting the administrative office.

ARTICLE XIV - PERSONNEL FILES

A. The personnel file shall consist of hard copies of documents, which shall be maintained in a file at the Central Office, along with electronic records pertaining to the employee's employment by the Board (e.g., payroll documents, automatic attendance software and electronic timesheets).

B. All members of the bargaining unit shall be entitled to the rights granted by O.R.C. §1347 with respect to their personnel files.

C. A teacher shall have the right, upon request and with reasonable notice, to review the contents of his/her personnel file and to receive one (1) copy of any item contained therein, exclusive of confidential letters of reference and recommendations.

D. No inaccurate information will knowingly be included.

E. If an unfavorable statement or notation is in the file, the teacher shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

ARTICLE XV - REDUCTION IN FORCE

A. A reduction in force may occur by reason of any of the following items. Suspension of teaching contracts shall be in accordance with O.R.C. §3319.17.

1. Decrease in pupil enrollment
2. Return of regular teacher from Leave of Absence
3. Program or curriculum changes
4. Territorial changes affecting the District
5. Financial reasons:
    a. Two (2) years of consecutive deficit spending of 1% or more of total General Fund revenues, or
    b. 1% or more reduction of General Fund revenues from local, state or federal sources

B. The Board agrees to notify the Association at least 45 days prior to taking action on staff reductions. Employees being considered for Reduction in Force will be notified thirty (30) days prior to expected Board of Education action.

C. Any teacher unemployed as a result of a reduction in force, including limited contract teachers, shall be recalled during the twenty-four (24) months following the reduction in

reverse order of being released, providing the teacher is certified/licensed for the vacant position.

1. The twenty-four (24) month period begins on July 1 following the delivery of the Reduction in Force notice to the employee.

2. When an employee that has been affected by a Reduction in Force is recalled to a position within the District, he/she has ten (10) business days to accept or reject the offer of employment.

D. Nothing in this section shall limit the Board's authority to non-renew a limited contract teacher.

E. Performance – Accomplished and skilled will be comparable, developing will be its own category and ineffective will be its own category for the life of this Agreement.

F. A seniority list for all members of the bargaining unit will be prepared annually and distributed to the Association. The list will include employee's name, date of hire, contract, and certification.

1. Employees hired prior to July 1, 1999, where the date of hire is the same for two or more employees, the tie will be broken by using the date on the application form. Further ties will be broken using the toss of a coin.

2. Employees hired after July 1, 1999, but before July 1, 2008, where the date of hire is the same for two (2) or more employees, the tie will be broken by looking at the order in which the teachers were placed on the Board of Education's agenda at the time the teachers were hired.

3. Employees hired after June 30, 2008, the following items, in order, will determine placement on the seniority list:

   a. Hire date in certification/licensure area;

   b. Date when the Board contract is returned to the central office;

   c. Full time teaching experience previous to East Holmes employment;

   d. Application date;

   e. Last four (4) digits of Social Security number, higher numbers first on seniority list;

   f. Coin toss.

G. If the District asks an employee to change their employment source due to available third party funding, the employee will continue to accumulate seniority. This seniority will be maintained if the employee returns to the District with no break in service.

H. Employees affected by a Reduction in Force will be permitted to attend all professional development opportunities within the District.

ARTICLE XVI - TEACHER PRIVILEGES

A. The Board will make an effort to have sufficient teachers to maintain a quality educational program.

B. Teachers shall have the right to representation of their choice in any disciplinary meeting.

C. There shall be no discrimination exercised per Board Adopted Policy No. 1422 Nondiscrimination and Equal Employment Opportunity.

D. An employee shall not be required to administer a medication drug to a student if the employee objects.

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

F. The District will support the teaching staff by providing supplemental contracts, as defined within this contract, to maintain a Local Professional Development and Standing Joint Committee for evaluation and HQSD.

ARTICLE XVII - ASSOCIATION PRIVILEGES

A. The Board Policy Book is available on the District's website. Amendments to the Board Policy Book will be issued as they become available and also uploaded to the website. Additionally, one (1) copy of the Board Policy Book will be placed in the office of each building in the District.

B. The Association shall have the right to use school buildings as long as they do not interfere with or interrupt any instructional programs or work schedules for Association meetings, without cost. The regular application process shall be used in accordance with Board policy regarding use of buildings. When additional costs, including special custodial services, are incurred, the Board shall charge the Association in accordance with applicable Board policy.

C. The Association shall have the right to have material distributed through inter and intra-school mail and school mailboxes.

D. The Association shall have the use of one (1) bulletin board per building designated by the building principal.

E. The Association shall be provided a copy of the board agenda twenty-four (24) hours before the board meeting via a district-wide email.

F. The Association shall be provided with information that is considered to be public record.

G. Teacher members of paid District Standing Committees will be Association Members appointed by the Association President.

H. Association Leave

1. Any teachers who are a certified representative or delegate to an OEA training or meeting may attend said meetings or trainings for a period not to exceed a total five (5) days per school year (5 total days to be divided up among officers or their designees).

2. Written request for attendance at such conference must be submitted to the Superintendent at least ten (10) days in advance of the leave.

3. The Board will only assume the cost of the substitute teacher in regard to Association leave.

ARTICLE XVIII - TEACHER AND SCHOOL COUNSELOR EVALUATION

A. Standards Based Evaluation System
Application

1. The East Holmes Local School District will use the Ohio Teacher Evaluation System (OTES 2.0), which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law;

2. "Teacher" – For purposes of this Article, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or

b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

d. A permit issued under ORC Section 3319.301;

3. The District may elect not to evaluate a teacher who was on leave from the District for fifty percent (50%) of the school year and will not evaluate a teacher who submits a notice of retirement that is accepted by the Board by December 1 of the year the teacher was scheduled to be evaluated. Additionally, the Board may elect not to evaluate a teacher who is participating in the Ohio Resident Educator program, which is established by ORC Section 3319.223, and is taking at least half of the performance-based assessments as prescribed by the State Board of Education for the first time. Finally, substitute teachers and teachers not meeting the preceding definition are not subject to evaluation under the Standards Based Evaluation System. Regular and Part-Time bargaining unit members who do not meet the definition of Teacher will be evaluated utilizing the traditional evaluation procedures set forth at the end of this Article.

4. "Credentialed Evaluator" – For purposes of this Article, "credentialed evaluator" means an individual appropriately qualified pursuant to ORC 3319.111(D) to complete Standards-Based Teacher Evaluations.

   a. An employee of the East Holmes Local School District employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

   b. The Board shall authorize the Superintendent/designee to approve, distribute and maintain a list of credentialed evaluators available by building as necessary to effectively implement this Article. Every attempt will be made to utilize regular district administrators as evaluators.

5. The District intends to use the OTES 2.0 evaluation forms developed by the Ohio Department of Education. With respect to documentation associated with pre-conference meetings and walkthroughs, to the extent ODE has not issued such forms, the Evaluation Committee will be responsible for developing them.

6. The evaluation will consist of:

Teacher Performance

Teachers will be evaluated according to the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. While formal observations may take place virtually (i.e., the evaluator observing a synchronous remote instruction period), the teacher will be notified in advance when his/her performance is observed through a virtual/remote means, when circumstances warrant the evaluation to take place virtually.

Formal Observations

1. At least two formal observations of the teacher at least thirty (30) continuous minutes each in duration;

2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations unless the Superintendent waives the third observation – the Superintendent, however, shall not recommend the Board not re-employ a teacher who has not received at least three (3) formal observations in the school year in which the teacher's limited contract expires;

3. All formal observations shall be preceded by a pre-conference between the evaluator and the employee that will be held within three (3) days of the scheduled observation in order for the employee to explain plans and objectives for the classroom situation to be observed;

4. The teacher will have at least three (3) days prior to the pre-conference to complete the pre-observation form/documentation;

5. All observations and pre-observations will be scheduled and announced;

6. The first observation must be completed by December 15;

7. The second observation must be completed by March 30;

8. There will be at least three (3) weeks between observations;

9. All formal observations will be a minimum of thirty (30) continuous minutes in length;

10. A post-observation conference shall be scheduled within three (3) working days after each formal observation;

11. The written documentation associated with formal observations will be finalized and given to the employee by the evaluator within seven (7) working days after the scheduled post-conference;

Informal Observations/Walkthroughs

1. Periodic classroom walkthroughs;

2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment;

3. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form or e-mailed electronically through the data collection tool;

4. A final debriefing and completed form must be shared with the employee within a reasonable amount of time;

High Quality Student Data (HQSD)

1. Each evaluation will use at least two measures of District-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

2. Before a vendor assessment is used to construct HQSD, the Board will provide the training necessary to implement the assessment program.

3. Standing Joint Committee for Evaluation and HQSD will review and provide a recommendation to the Superintendent before a proposed vendor assessment is submitted to the Board for consideration. Nothing herein shall affect the Board's ability to select vendor assessments, and nothing herein shall prevent the Board from continuing to use ODE-approved vendor assessments that were in use in the District prior to the effective date of this Agreement.

4. The results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

    a. Teachers whose evaluation rating is Accomplished shall develop a self-directed Professional Growth Plan that focuses on the most recent evaluation and observations and may choose their credentialed evaluator for their next evaluation cycle from the credentialed evaluators available for their building;

    b. Teachers whose evaluation rating is Skilled shall jointly develop a Professional Growth Plan with their evaluator that focuses on the most recent evaluation and observations and will have input on the selection of their credentialed evaluator for the next evaluation cycle from the credentialed evaluators available for their building;

    c. Teachers whose evaluation rating is Developing shall develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. The administration will assign the credentialed evaluator for the next evaluation cycle;

    d. Teachers whose evaluation rating is Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator. The administration will assign the credentialed evaluator for the next evaluation cycle;

    e. Nothing herein shall prevent the District from placing a teacher on an Improvement Plan at any time based on deficiencies documented and/or communicated to the teacher in any component of the evaluation system.

Finalization

1. The evaluation will be completed annually, by May 1, and the teacher will receive the written evaluation report by May 10.

2. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt.

3. Teacher evaluations shall consist of multiple factors, and will contain a Final Holistic Rating of Accomplished, Skilled, Developing, or Ineffective.

4. The Board shall evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation conducted under this section at least once every three (3) school years, provided the evaluator determines the teacher is making progress on the self-directed Professional Growth Plan. Less frequent evaluations must still include one observation and one conference in any year when a full evaluation is not completed.

5. The Board shall evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation conducted under this section at least once every two (2) school years, provided the evaluator determines the teacher is making progress on the Professional Growth Plan. Less frequent evaluations must still include one observation and one conference in any year when a full evaluation is not completed.

6. The Board will appropriate for required professional development for employees required to complete an improvement plan as a result of a final summative rating of "Ineffective" a maximum of Ten Thousand Dollars ($10,000). Professional development will be identified and scheduled as a part of the collaborative writing of the Improvement Plan as required by the evaluation policy. On-site activities, district in-services and district employees will be utilized when possible; and

7. The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

8. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of this Agreement.

9. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Standing Joint Committee for Evaluation and HQSD

1. The Association and the Board agree to maintain a Standing Joint Committee for Evaluation and HQSD for the purpose of developing and recommending revisions to the District's Standards-Based Teacher and School Counselors Evaluation Systems, including Board

Policies 3220 and 3223, and assessing, reviewing and approving the many facets of HQSD and providing professional development in the area of HQSD;

2. Committee Composition

a. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

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

3. Committee Operation

a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board;

b. Members of the committee will receive training in all aspects of OTES 2.0, the state adopted evaluation framework, HQSD, and the standards for the teaching profession prior to beginning their work;

c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks;

d. Committee agendas will be developed jointly by the co-chairpersons of the committee;

e. All decisions of the committee will be achieved by consensus;

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

Each group member must honestly say:

- I believe that you understand my point of view;
- I believe that I understand your point of view;
- Whether or not I prefer this decision, I support it because;
    - It was arrived at openly and fairly,
    - It is the best solution at this time,
    - I will commit to the solution and not undermine it;

f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually;

g. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting;

h. Members of the committee will receive release time for committee work and training;

i. Minutes of meetings will be distributed to committee members, Association President and Superintendent within five (5) days following meetings of the committee;

j. The committee may establish sub-committees to assist with their work;

k. Sub-committees will be jointly appointed by the Superintendent and the Association President;

l. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, vendor assessment consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board;

4. Compensation

Committee members shall be compensated per supplemental salary schedule.

5. Secretarial Support

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

6. Committee Authority

a. The committee is responsible for developing and recommending revisions to the District's Standards-Based Teacher and School Counselors Evaluation Systems, including Board Policies 3220 and 3223, and assessing, reviewing and approving the many facets of HQSD and providing professional development in the area of HQSD;

b. The committee will also provide input and feedback concerning the selection and use of High-Quality Student Data that will be used to guide instructional decisions and meet student learning needs. The committee will assist the District's locally determined experts in reviewing the high-quality student data instruments to verify they meet the following criteria:

i. Align to learning standards;

ii. Measure what is intended to be measured;

iii. Be attributable to a specific teacher for course(s) and grade level(s) taught;

iv. Demonstrate evidence of student learning (achievement and/or growth);

v. Follow protocols for administration and scoring;

vi. Provide trustworthy results; and

vii. Do not offend and are not driven by bias.

c. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment;

7. Evaluation Procedure

a. The Board and the Association shall bargain the elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining;

b. Either side may request the use of a federal mediator from FMCS;

c. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties;

d. Upon ratification of the Negotiated Agreement, the Board shall amend its evaluation policy to conform to the terms of this Agreement;

e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the discretionary evaluation forms, during the term of this Agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the discretionary evaluation forms, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association; and

f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement.

B. Traditional Evaluation System

1. The purpose of periodic formal evaluation is the improvement of instruction.

2. Only Certified/Licensed East Holmes Administrators shall be responsible for observing and evaluating teachers.

3. During the first year of employment with the District or in the year a limited contract expires, each teacher will be observed a minimum of four (4) times and will receive written summative evaluations a minimum of two (2) times. Two (2) of the observations (See Appendix I) will occur prior to January 31 with the written summative evaluation incorporating the two observations (See Appendix J) given to the teacher on or before February 10. If the teacher is a first-year teacher or in the year his/her limited contract expires, or if the teacher has deficiencies noted in any aspect of job performance, the teacher will receive a second evaluation cycle which shall be performed between February 10 and May 1, with a written summative evaluation given to the teacher on or before May 10.

4. Continuing contract teachers will be observed a minimum of once every two (2) school years, but may be observed more frequently.

5. All classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the Teachers Classroom Observations Form (See Appendix I) for each observation performed.

6. The observation results as well as any other job performance issues, will be documented and discussed at a post-observation conference. This conference will normally be conducted within ten (10) working days after the observation unless the administrator or the teacher is absent.

7. All observations and other documented items will be consolidated into the Teacher Summative Evaluation Form (See Appendix J). A copy of any such referenced documents shall be given to the teacher in accordance with Section C above.

8. Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form.

9. Copies of all completed observation and summate evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.

10. All limited contract teachers whose contracts do not expire during the current school year shall receive a minimum of two (2) observations and one (1) summative evaluation.

11. The teacher may take one (1) representative to any and all conferences in this procedure.

12. When the overall performance of a teacher is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (See Appendix J). The teacher shall have the right to

request a conference with his/her evaluator following receipt of the summative evaluation form.

13. If any category on the Teacher Summative Evaluation Form is marked less than satisfactory, the evaluator shall inform the teacher on the evaluation form of the reasons for the unsatisfactory rating and shall also make recommendations for improvement.

14. When a problem is identified, administrative and supervisory personnel will confer and work with the teacher to set up written goals and objectives for improvement in the problem area.

15. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before May 10 of that year. Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified prior to the non-renewal action by the Board.

16. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. §3319.11 and §3319.111.

C. Standards-Based School Counselors Evaluation System

The District will evaluate school counselors in accordance with Board Policy 3223.

ARTICLE XIX - LONG TERM SUBSTITUTES

A. Persons employed as long-term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

B. Any teacher who has worked as a long-term substitute and who is re-employed by the Board shall have all contractual rights of regular teachers. Any teacher who has worked for at least sixty (60) days in the same certificated/licensed position during a school year with the District shall have all contractual rights of regular teachers, except those found below.

C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment and said long term substitute contracts shall automatically expire at the conclusion of the contract without further action by the Board (i.e., nonrenewal is not required to extinguish the contract rights of long term substitutes).

D. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

E. Long term substitutes shall not have displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

F. Substitute teachers are only employed under limited contracts not to exceed one (1) year in duration.

G. When a substitute teacher has served one hundred twenty (120) days or more in a school year in the District, and the teacher is then re-employed or assigned to a specific position, such teacher must be awarded a contract as a regular teacher; and be provided credit for the purpose of salary placement for that previous year of service, if his/her total years of service in the profession is less than five (5).

ARTICLE XX - TEACHER RESIDENT EDUCATOR PROGRAM

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

Guidelines can be found in the East Holmes Local Schools Resident Educator Program Booklet available at the Central Office. Required training will be paid by the District when an employee is asked to serve in this program.

The Resident Educator Program will be evaluated each year and updated to meet new state requirements. The stipends listed in this section will be paid to anyone required to serve as a mentor when the role is beyond their regular contract.

	Year 1	Year 2	Year 3+
Lead Mentor:	$1,250	$1,350	$1,450
Mentor:	$1,000	$1,100	$1,250

Experience does not have to be in consecutive years.

ARTICLE XXI - REPRESENTATION

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

ARTICLE XXII - REHIRE OF RETIRED TEACHERS

A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent. A retiree is an individual who has attained service retirement status with the State Teacher's Retirement System and is otherwise qualified by certification or license and background for public school teaching in Ohio.

B. Retiree shall be paid at their level of training and placed on the 5th step of the salary schedule. The Superintendent, at his/her discretion may place a retiree at a higher step on the salary schedule but not above the tenth step. If the contract is renewed, the retiree will gain one additional year of experience on the salary chart from where he/she was A Retiree shall receive a one-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering a new one-year limited contract which automatically expires shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

C. A Retiree shall accumulate and may use sick leave but shall not be entitled to severance pay upon conclusion of the employment as a Retiree.

D. Rehired retirees will be eligible for single health insurance coverage only through the District. This insurance will be available at the current rates paid by all employees, in accordance with Article VIII, Section A of this Agreement.

E. A Retiree shall not accumulate seniority in the bargaining unit.

ARTICLE XXIII – PROFESSIONAL DEVELOPMENT COMMITTEE BYLAWS

A. Local Professional Development Committee (LPDC) is created and maintained in accordance with the provisions of SB 230 as of May 1, 1998. The LPDC is responsible for approving coursework, CEU's, and/or other activities required by law for renewal of certificates and licenses. The LPDC shall review professional development plans for renewal of certificates and licenses.

B. The LPDC shall be composed of three (3) East Holmes Teachers' Association (EHTA) members selected by the EHTA President. There shall be one (1) person from middle or high school and two (2) elementary representatives. There shall be two (2) administrators appointed by the Superintendent. The chairperson(s) shall be determined by majority vote of the LPDC. A quorum shall consist of a majority of members of the committee and shall be required to take action. Decisions shall be made by majority vote of the committee members present.

C. The term of office for members of the LPDC will be three (3) years, staggered to provide continuity. Members may be reappointed.

D. The Superintendent shall appoint a replacement to fill any administrator vacancy that occurs on the professional development committee. Any vacancies among the classroom teacher members shall be filled by the EHTA.

E. Individual Professional Development Plans shall be submitted online to the LPDC for approval. No activities will be approved until the IPDP has been submitted and approved.

The coursework, Continuous Education Units (CEU's) and/or other equivalent activities shall be approved as long as they support an individual's IPDP. Beginning July 1, 2024, to receive LPDC approval, all activities must be entered into IPDP Manager within 6 months of completion. College courses must be entered within 6 months of the class ending. The transcript or grade report must be attached to the activity in IPDP Manager for all requests for semester hours. Eighteen (18) CEU's will be necessary for license attainment and/or renewal. One semester hour equals three (3) CEU's. Ten (10) contact hours equals one (1) CEU. A teacher renewing more than one (1) certificate, or one (l) license will not be required to attain more than a total of eighteen (18) CEU's. A teacher who is renewing a current certificate or license will have their coursework approved by the LPDC consistent with the current requirements established by the Ohio Department of Education.

F. The East Holmes LPDC shall accept outside district approved IPDP's and any coursework, CEU's and/or other equivalent activities completed in fulfillment of the IPDP for any teacher hired by the East Holmes Board of Education from another district.

G. Appeals procedure for appeals from decisions of the LPDC:

1. Any certificated/licensed educator wishing to appeal the decision of the LPDC may petition the Appeals Committee in writing for review within seven (7) calendar days of the educator receiving the LPDC's decision.

2. For teacher appeals, the Appeals Committee shall be comprised of the EHTA President or an appropriate designee, the Superintendent or an appropriate designee, and an LPDC member of the appealing member's choice (preferably from a similar grade level or discipline).

3. The decision of the Appeals Committee shall be made by majority vote.

H. The LPDC will meet monthly during the school year and as needed during the summer months.

I. LPDC members and any alternates shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular work day, paid release time shall be granted, not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate equivalent activity for committee members on the LPDC.

J. LPDC members will receive a yearly stipend as indicated on the Supplemental Salary Schedule.

K. All IPDP and activity approval will be done electronically.

L. The East Holmes LPDC will forward to the Ohio Department of Education verification of completed coursework, CEU's, and/or other equivalent activities upon the attainment of the necessary hours for renewal of a certificate or license.

M. Bylaws Review:

1. The LPDC will review bylaws during negotiation years or as deemed necessary.

2. The East Holmes Local School Board of Education, Superintendent, members of the LPDC and President of the EHTA shall receive copies.

N. In the event of legislative action by the Ohio General Assembly or changes in rules of the Ohio Department of Education that require a change in the LPDC bylaws, these bylaws will be amended accordingly.

ARTICLE XXIV – DURATION AND INTENT OF AGREEMENT

A. This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

B. If any provision(s) of this Agreement conflicts with any state or federal law, such provision(s) shall be inoperative except to the extent permitted by law with the remaining provisions herein remaining in effect.

C. The terms of this Agreement shall be prepared and published by the Board and distributed to each employee. The Association President and the Superintendent shall each receive an additional ten (10) copies for their respective use. The costs of publication shall be shared equally by the Board and the Association.

D. This contract shall be effective from the date of ratification by both parties through June 30, 2027.

ARTICLE XXV – SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of April 2024, at Berlin, Ohio.

FOR THE BOARD:

Board President

Superintendent

Treasurer

Negotiating Team Member

Negotiating Team Member

FOR THE ASSOCIATION:

EHTA President

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Appendix A

East Holmes Local School District
2024-2025 Certified Employee Salary Schedule

EXP	Index	BA	Index	BA+150	Index	MA	Index	MA+20	Index	MA+35
0	1.0000	42,581	1.0380	44,199	1.0950	46,626	1.1520	49,053	1.2000	51,097
1	1.0380	44,199	1.0810	46,030	1.1430	48,670	1.2000	51,097	1.2480	53,141
2	1.0760	45,817	1.1240	47,861	1.1910	50,714	1.2480	53,141	1.2960	55,185
3	1.1140	47,435	1.1670	49,692	1.2390	52,758	1.2960	55,185	1.3440	57,229
4	1.1520	49,053	1.2100	51,523	1.2870	54,802	1.3440	57,229	1.3920	59,273
5	1.1900	50,671	1.2530	53,354	1.3350	56,846	1.3920	59,273	1.4400	61,317
6	1.2280	52,289	1.2960	55,185	1.3830	58,890	1.4400	61,317	1.4880	63,361
7	1.2660	53,908	1.3390	57,016	1.4310	60,933	1.4880	63,361	1.5360	65,404
8	1.3040	55,526	1.3820	58,847	1.4790	62,977	1.5360	65,404	1.5840	67,448
9	1.3420	57,144	1.4250	60,678	1.5270	65,021	1.5840	67,448	1.6320	69,492
10	1.3800	58,762	1.4680	62,509	1.5750	67,065	1.6320	69,492	1.6800	71,536
11	1.4180	60,380	1.5110	64,340	1.6230	69,109	1.6800	71,536	1.7470	74,389
12	1.4750	62,807	1.5730	66,980	1.6900	71,962	1.7470	74,389	1.7950	76,433
13	1.4750	62,807	1.5730	66,980	1.7380	74,006	1.7950	76,433	1.7950	76,433
14	1.4750	62,807	1.5730	66,980	1.7380	74,006	1.7950	76,433	1.8430	78,477
15	1.5130	64,425	1.6160	68,811	1.7860	76,050	1.8430	78,477	1.8430	78,477
16	1.5130	64,425	1.6160	68,811	1.7860	76,050	1.8430	78,477	1.8430	78,477
17	1.5130	64,425	1.6160	68,811	1.7860	76,050	1.8430	78,477	1.8430	78,477
18	1.5130	64,425	1.6160	68,811	1.7860	76,050	1.8430	78,477	1.8430	78,477
19	1.5130	64,425	1.6160	68,811	1.7860	76,050	1.8430	78,477	1.8910	80,521
20	1.5510	66,043	1.6590	70,642	1.8340	78,094	1.8910	80,521	1.8910	80,521
21	1.5510	66,043	1.6590	70,642	1.8340	78,094	1.8910	80,521	1.8910	80,521
22	1.5510	66,043	1.6590	70,642	1.8340	78,094	1.8910	80,521	1.8910	80,521
23	1.5510	66,043	1.6590	70,642	1.8340	78,094	1.8910	80,521	1.8910	80,521
24	1.5510	66,043	1.6590	70,642	1.8340	78,094	1.8910	80,521	1.9390	82,565
25	1.5890	67,661	1.7020	72,473	1.8820	80,137	1.9390	82,565	1.9390	82,565
26	1.5890	67,661	1.7020	72,473	1.8820	80,137	1.9390	82,565	1.9870	84,608
27	1.6270	69,279	1.7450	74,304	1.9300	82,181	1.9870	84,608	1.9870	84,608
28	1.6270	69,279	1.7450	74,304	1.9300	82,181	1.9870	84,608	1.9870	84,608
29	1.6270	69,279	1.7450	74,304	1.9300	82,181	1.9870	84,608	2.0350	86,652
30	1.6650	70,897	1.7880	76,135	1.9780	84,225	2.0350	86,652	2.0750	88,356

Appendix B

East Holmes Local School District
2025-2026 Certified Employee Salary Schedule

EXP	Index	BA	Index	BA+150	Index	MA	Index	MA+20	Index	MA+35
0	1.0000	43,858	1.0380	45,525	1.0950	48,025	1.1520	50,524	1.2000	52,630
1	1.0380	45,525	1.0810	47,410	1.1430	50,130	1.2000	52,630	1.2480	54,735
2	1.0760	47,191	1.1240	49,296	1.1910	52,235	1.2480	54,735	1.2960	56,840
3	1.1140	48,858	1.1670	51,182	1.2390	54,340	1.2960	56,840	1.3440	58,945
4	1.1520	50,524	1.2100	53,068	1.2870	56,445	1.3440	58,945	1.3920	61,050
5	1.1900	52,191	1.2530	54,954	1.3350	58,550	1.3920	61,050	1.4400	63,156
6	1.2280	53,858	1.2960	56,840	1.3830	60,656	1.4400	63,156	1.4880	65,261
7	1.2660	55,524	1.3390	58,726	1.4310	62,761	1.4880	65,261	1.5360	67,366
8	1.3040	57,191	1.3820	60,612	1.4790	64,866	1.5360	67,366	1.5840	69,471
9	1.3420	58,857	1.4250	62,498	1.5270	66,971	1.5840	69,471	1.6320	71,576
10	1.3800	60,524	1.4680	64,384	1.5750	69,076	1.6320	71,576	1.6800	73,681
11	1.4180	62,191	1.5110	66,269	1.6230	71,182	1.6800	73,681	1.7470	76,620
12	1.4750	64,691	1.5730	68,989	1.6900	74,120	1.7470	76,620	1.7950	78,725
13	1.4750	64,691	1.5730	68,989	1.7380	76,225	1.7950	78,725	1.7950	78,725
14	1.4750	64,691	1.5730	68,989	1.7380	76,225	1.7950	78,725	1.8430	80,830
15	1.5130	66,357	1.6160	70,875	1.7860	78,330	1.8430	80,830	1.8430	80,830
16	1.5130	66,357	1.6160	70,875	1.7860	78,330	1.8430	80,830	1.8430	80,830
17	1.5130	66,357	1.6160	70,875	1.7860	78,330	1.8430	80,830	1.8430	80,830
18	1.5130	66,357	1.6160	70,875	1.7860	78,330	1.8430	80,830	1.8430	80,830
19	1.5130	66,357	1.6160	70,875	1.7860	78,330	1.8430	80,830	1.8910	82,935
20	1.5510	68,024	1.6590	72,760	1.8340	80,436	1.8910	82,935	1.8910	82,935
21	1.5510	68,024	1.6590	72,760	1.8340	80,436	1.8910	82,935	1.8910	82,935
22	1.5510	68,024	1.6590	72,760	1.8340	80,436	1.8910	82,935	1.8910	82,935
23	1.5510	68,024	1.6590	72,760	1.8340	80,436	1.8910	82,935	1.8910	82,935
24	1.5510	68,024	1.6590	72,760	1.8340	80,436	1.8910	82,935	1.9390	85,041
25	1.5890	69,690	1.7020	74,646	1.8820	82,541	1.9390	85,041	1.9390	85,041
26	1.5890	69,690	1.7020	74,646	1.8820	82,541	1.9390	85,041	1.9870	87,146
27	1.6270	71,357	1.7450	76,532	1.9300	84,646	1.9870	87,146	1.9870	87,146
28	1.6270	71,357	1.7450	76,532	1.9300	84,646	1.9870	87,146	1.9870	87,146
29	1.6270	71,357	1.7450	76,532	1.9300	84,646	1.9870	87,146	2.0350	89,251
30	1.6650	73,024	1.7880	78,418	1.9780	86,751	2.0350	89,251	2.0750	91,005

Appendix C

East Holmes Local School District
2026-2027 Certified Employee Salary Schedule

EXP	Index	BA	Index	BA+150	Index	MA	Index	MA+20	Index	MA+35
0	1.0000	45,612	1.0380	47,345	1.0950	49,945	1.1520	52,545	1.2000	54,734
1	1.0380	47,345	1.0810	49,307	1.1430	52,135	1.2000	54,734	1.2480	56,924
2	1.0760	49,079	1.1240	51,268	1.1910	54,324	1.2480	56,924	1.2960	59,113
3	1.1140	50,812	1.1670	53,229	1.2390	56,513	1.2960	59,113	1.3440	61,303
4	1.1520	52,545	1.2100	55,191	1.2870	58,703	1.3440	61,303	1.3920	63,492
5	1.1900	54,278	1.2530	57,152	1.3350	60,892	1.3920	63,492	1.4400	65,681
6	1.2280	56,012	1.2960	59,113	1.3830	63,081	1.4400	65,681	1.4880	67,871
7	1.2660	57,745	1.3390	61,074	1.4310	65,271	1.4880	67,871	1.5360	70,060
8	1.3040	59,478	1.3820	63,036	1.4790	67,460	1.5360	70,060	1.5840	72,249
9	1.3420	61,211	1.4250	64,997	1.5270	69,650	1.5840	72,249	1.6320	74,439
10	1.3800	62,945	1.4680	66,958	1.5750	71,839	1.6320	74,439	1.6800	76,628
11	1.4180	64,678	1.5110	68,920	1.6230	74,028	1.6800	76,628	1.7470	79,684
12	1.4750	67,278	1.5730	71,748	1.6900	77,084	1.7470	79,684	1.7950	81,874
13	1.4750	67,278	1.5730	71,748	1.7380	79,274	1.7950	81,874	1.7950	81,874
14	1.4750	67,278	1.5730	71,748	1.7380	79,274	1.7950	81,874	1.8430	84,063
15	1.5130	69,011	1.6160	73,709	1.7860	81,463	1.8430	84,063	1.8430	84,063
16	1.5130	69,011	1.6160	73,709	1.7860	81,463	1.8430	84,063	1.8430	84,063
17	1.5130	69,011	1.6160	73,709	1.7860	81,463	1.8430	84,063	1.8430	84,063
18	1.5130	69,011	1.6160	73,709	1.7860	81,463	1.8430	84,063	1.8430	84,063
19	1.5130	69,011	1.6160	73,709	1.7860	81,463	1.8430	84,063	1.8910	86,252
20	1.5510	70,744	1.6590	75,670	1.8340	83,652	1.8910	86,252	1.8910	86,252
21	1.5510	70,744	1.6590	75,670	1.8340	83,652	1.8910	86,252	1.8910	86,252
22	1.5510	70,744	1.6590	75,670	1.8340	83,652	1.8910	86,252	1.8910	86,252
23	1.5510	70,744	1.6590	75,670	1.8340	83,652	1.8910	86,252	1.8910	86,252
24	1.5510	70,744	1.6590	75,670	1.8340	83,652	1.8910	86,252	1.9390	88,442
25	1.5890	72,477	1.7020	77,632	1.8820	85,842	1.9390	88,442	1.9390	88,442
26	1.5890	72,477	1.7020	77,632	1.8820	85,842	1.9390	88,442	1.9870	90,631
27	1.6270	74,211	1.7450	79,593	1.9300	88,031	1.9870	90,631	1.9870	90,631
28	1.6270	74,211	1.7450	79,593	1.9300	88,031	1.9870	90,631	1.9870	90,631
29	1.6270	74,211	1.7450	79,593	1.9300	88,031	1.9870	90,631	2.0350	92,820
30	1.6650	75,944	1.7880	81,554	1.9780	90,221	2.0350	92,820	2.0750	94,645

Appendix D

EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL CONTRACT SALARY SCHEDULE

Position	Percentage of BA-0 Index
ATHLETIC MANAGER	
Head	18.0%
Assistant/Ticket Manager	8.0%
Uniform Manager	3.0%
BASEBALL	
Head Coach	11.0%
Assistant Varsity	5.5%
Reserve Coach	4.0%
Freshman Coach	3.5%
BASKETBALL (BOYS)	
Head Coach	17.5%
Assistant Varsity Coach	8.0%
Reserve Coach	8.0%
Freshman Coach	6.5%
8th Grade Coach	6.5%
7th Grade Coach	6.5%
5th & 6th Grade Coach	4.0%
BASKETBALL (GIRLS)	
Head Coach	17.5%
Assistant Varsity Coach	8.0%
Reserve Coach	8.0%
Freshman Coach	6.5%
8th Grade Coach	6.5%
7th Grade Coach	6.5%
5th & 6th Grade Coach	4.0%
CHEERLEADER	
Varsity & Reserve Advisor	6.0%
7th & 8th Grade Advisor	3.5%
CROSS COUNTRY	
Head Coach (Boys & Girls)	7.5%
7th & 8th Grade Coach (Boys & Girls)	4.5%
BOYS GOLF	
Head Coach	7.5%
Assistant Coach	5.5%
7th & 8th Grade Coach	4.5%
GIRLS GOLF	
Head Coach	7.5%
Assistant Coach	5.5%
7th & 8th Grade Coach	4.5%

Position	Percentage of BA-0 Index
SOCCER (Boys)	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve/JV Coach	5.0%
7th & 8th Grade Coach	4.5%
SOCCER (Girls)	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve/JV Coach	5.0%
7th & 8th Grade Coach	4.5%
SOFTBALL	
Head Coach	11.0%
Assistant Varsity	5.5%
Reserve Softball	4.0%
TENNIS	
Head Coach (Boys & Girls) for 2015-16	7.5%
Assistant Coach	5.5%
Head Coach (Girls only, if needed)	7.5%
TRACK	
Head Coach (Boys)	7.5%
Head Coach (Girls)	7.5%
Head (Boys & Girls)	9.0%
Assistant (Boys & Girls)	5.5%
Junior High (Boys)	4.0%
Junior High (Girls)	4.0%
Junior High (Boys & Girls)	7.0%
VOLLEYBALL	
Head Coach	11.0%
Assistant Varsity Coach	5.5%
Reserve Coach	5.5%
Freshman Coach	5.0%
8th Grade Coach	4.5%
7th Grade Coach	4.5%
5th & 6th Grade Coach	4.0%
LPDC COMMITTEE MEMBER	1.5%
STUDENT GROWTH MEASURES COMMITTEE MEMBER (max 8)	1.5%
ACTIVITIES	
Class Advisor – Freshman	2.5%
Class Advisor – Sophomore	2.5%
Class Advisor – Junior	2.5%
Class Advisor – Senior	3.0%
Musical Co-Director Middle School	2.5%
Musical Co-Director Middle School	2.5%
Musical Director	7.5%
Musical Director Assistant	4.0%

Position	Percentage of BA-0 Index
ACTIVITIES (cont.)	
Musical Director Assistant	3.5%
National Honor Society	3.5%
Pep Band	4.0%
Pit Orchestra Conductor/Coordinator	3.0%
Power of the Pen Advisor – 7th Grade	2.0%
Power of the Pen Advisor – 8th Grade	2.0%
Prom Advisor	4.5%
Quiz Team Advisor	4.5%
Quiz Team Advisor – Junior High	1.0%
Spring Play Director	7.0%
Spring Play Assistant	3.0%
Spring Play Manager	3.5%
Student Council – High School	3.5%
Student Council – Junior High	2.5%
Washington DC Trip Chaperone	0.5%
Washington DC Trip Coordinator	1.0%
Yearbook Advisor	5.0%
Robotics Club Advisor	4.5%
eSports Club Advisor	4.5%

Lead Resident Educator and/or Mentor paid per RE Program Guidelines – Article XX

Appendix E

EAST HOLMES LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE FORMAL GRIEVANCE FORM

Name of Grievant_____

Building Assignment _____

Date Alleged Grievance Occurred _____

Date of Informal Meeting, if any _____

Statement of Grievance_____

_____

_____

_____

Relief Sought _____

_____

_____

_____

Signature of Grievant: _____Date:

Signature of Immediate Supervisor: _____

Date of Grievance was Initially Filed:_____

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

Appendix F

EAST HOLMES LOCAL SCHOOL DISTRICT
LIMITED TEACHING CONTRACT

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

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

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

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

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

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

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

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

_____
Board President

_____
Treasurer

_____
Teacher/Date

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

Appendix G

EAST HOLMES LOCAL SCHOOL DISTRICT
CONTINUING TEACHING CONTRACT

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

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

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

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

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

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

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

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in block No.4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law.
IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date hereinabove set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

_____
Board President

_____
Treasurer

_____
Teacher/Date

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

Appendix H

EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL TEACHING CONTRACT

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

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

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

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

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

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

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

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

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

BOARD OF EDUCATION OF THE EAST
HOLMES LOCAL SCHOOL DISTRICT

_____
Board President

_____
Treasurer

_____
Teacher/Date

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

Appendix I

EAST HOLMES LOCAL SCHOOL DISTRICT
SUPPLEMENTAL TEACHING CONTRACT
MENTOR CONTRACT

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

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

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

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

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

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

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

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

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

1. Two mandatory meetings Domain A,B,C,D September and October.
2. Deduction of $100 per meeting if missed.

BOARD OF EDUCATION OF THE EAST HOLMES LOCAL SCHOOL DISTRICT

_____
Board President

_____
Treasurer

_____
Teacher/Date

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

EAST HOLMES LOCAL SCHOOL DISTRICT
TRADITIONAL - TEACHER CLASSROOM OBSERVATION FORM

Teacher _____ Observer _____

Grade/Subject _____ Observation Date _____

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

Starting Time _____ Ending Time _____

I. INSTRUCTIONAL PROCEDURES

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

II. MANAGEMENT SKILLS

___ Organization of materials and supplies
___ Renders prompt and accurate reports
___ Follows written Board and administration policies, procedures and regulations

___ Maintains student discipline
___ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

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

Observer's Comments:

Teacher's Comments:

_____
Observer's Signature

_____
Teacher's Signature

_____
Conference Date

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

EAST HOLMES LOCAL SCHOOL DISTRICT
TRADITIONAL - TEACHER SUMMATIVE EVALUATION FORM

Teacher _____ Evaluator _____

Grade/Subject _____ Observation Date _____

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

I. INSTRUCTIONAL PROCEDURES

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

II. MANAGEMENT SKILLS

___ Organization of materials and supplies
___ Renders prompt and accurate reports
___ Follows written Board and administration policies, procedures and regulations

___ Maintains student discipline
___ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

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

IV. PARENT-TEACHER RELATIONSHIPS

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

V. STAFF-TEACHER RELATIONSHIPS

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

VI. PERSONAL CHARACTERISTICS

___ Reliable
___ Adaptable

VII. PROFESSIONAL IMPROVEMENT

___ Makes reasonable effort to improve professional performance

Administrator's Comments:

Teacher's Comments:

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

___ Excellent
___ Good
___ Satisfactory
___ Needs Improvement
___ Unsatisfactory

Evaluator's Signature	Date
Teacher's Signature	Date

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

Appendix L

PLEASE RETURN TO YOUR BUILDING PRINCIPAL BY

East Holmes Local Schools
STATEMENT OF EMPLOYEE REGARDING PLANS FOR

This is a non-binding statement of intent to allow the district to plan for the next year. Employees marking the request for a meeting will be contacted by district administration. Employees expressing an interest in a change of position(s) will be contacted by the district administration prior to filling vacancies in areas they have expressed interest in for the next school year.

NAME _____ **SCHOOL**

POSITION: _____

PLANS FOR NEXT YEAR: (check any of the following that apply:)

____ I expect to remain in my present position.

____ I request consideration for the following supplemental contracts and/or extended days of service. (Explain)

_____

____ I request a meeting with my building principal to discuss my plans or changes in my current building.
____ I request a transfer to another building and/or grade. (Explain)
____ I request to be considered for administrative positions that may become available. I am licensed or will be able to obtain licensure in the following administrative areas:

_____ I plan to obtain additional training prior to next year to make me eligible for a new placement on the salary schedule. I plan to be moving to the ___ - BA 150 hour, ___ - Master's, or
____ Master's +20 column. Documentation will be provided once his is obtained.

____ I plan to make changes to my Health Care Plan and will contact the Fiscal Office to make these changes.

____ I request a meeting with the district Superintendent

____ I do not plan to return to East Holmes for the _____- _____schoolyear.

____ Other (explain)

Other Comments: