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MASTER CONTRACT

BETWEEN THE

HOWLAND BOARD OF EDUCATION

AND THE

HOWLAND CLASSROOM
TEACHERS' ASSOCIATION

July 1, 2025 - June 30, 2028

ARTICLE I

RECOGNITION

The Board recognizes the Howland Classroom Teachers' Association, an affiliate of the NEA, OEA, NEOEA, as the sole and exclusive representative of all of the following full-time and part-time certificated/licensed personnel; Classroom teachers excluding casual, long-term and permanent substitutes, guidance personnel, Student Services Specialist, Career Based Intervention Coordinator, remedial teacher(s), school nurse(s), librarian(s) employed by the Howland Local Board of Education except casual, day-to-day certificated/licensed personnel working on an hourly or per diem basis and excluding all administrative and supervisory personnel as defined in Chapter 4117 of the Ohio Revised Code. Such recognition shall be for a period covering the duration of this contract. Should the Board employ psychologists or speech pathologists during this contract, other than on an hourly or per diem basis, such positions shall also be included.

If during the term of this contract, 30% or more of the bargaining unit petition to change the sole and exclusive right of the HCTA as the bargaining unit, and consistent with the provisions of ORC 4117, then an election shall be held under the provisions of ORC 4117.

Recognition of the Association by the Board shall be for the purpose of arriving at contractual agreements concerning matters specified in Article II, Section B, Part 1-b.

The Association shall provide the Board with a certified list of its membership prior to November 15 of each school year.

ARTICLE II

NEGOTIATIONS

A. Procedures

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for representatives of the Howland Board of Education (hereinafter referred to as the Board) and representatives of the Howland Classroom Teachers' Association (hereinafter referred to as the Association) to discuss subjects that are contained herein as negotiable areas and to reach satisfactory agreement on these matters.

The Board and the Association mutually agree

1. The Board, under law, has the final responsibility of establishing policies for the certified/licensed staff and employees of the Howland Local Schools.

2. The Superintendent and the administrative staff have the responsibility of administrating the policies established.

3. The professional teaching personnel, administration, and Board have the ultimate responsibility of providing the best possible education in the classroom.

4. Any provision of this master contract will not deny any teacher the individual right to be heard through the established channel of the Board.

5. There shall be no strike, work stoppage, or interruptions or impeding of work for the term of this master contract. No officer or representative of the Association shall authorize, instigate, and/or condone any such activities. No teacher shall participate in any such activities.

6. There shall be no interference with the right of teachers to become or continue as members of the Association.

7. There shall be no lockouts. The Board shall not discriminate against any teacher on the basis of race, age, creed, color, national origin, sex, or membership in or association with the Association.

8. All matters pertaining to wages, hours, terms and other conditions of employment are subject to collective bargaining between the parties.

B. <u>Inaugurating Steps to Negotiate a New Agreement</u>

1. A written request for meeting will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association by March 1 of the year this contract expires.

   a. The subject matter to be considered at any given time will be specified in writing and, in the discussions, will serve as a guide in developing an agenda. Any provision of the current master contract not included in the agenda of proposals by either party shall be included in the successor master contract. At that time a second meeting shall be set to exchange proposals.

   b. The Board will enter into an agreement with the members of the bargaining unit for purposes of establishing a negotiations procedure and then negotiating in good faith a professional salary schedule, fringe benefits, grievance procedure, working conditions, and other terms or conditions of employment.

C. In Term Bargaining

If it is necessary to re-open negotiations during the term of this contract as provided for in Article XX - Effects of the Agreement or in ORC 4117, the Superintendent for the Board or the President of HCTA shall submit such request to the other.

1. The request shall identify the issue(s) to be negotiated.

2. The party receiving the request shall respond on the willingness to re-open negotiations within fifteen (15) days.

D. Meetings

Meetings between the Negotiating Team of the Association and the Superintendent and/or his/her official representative(s) will be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

Negotiations shall be completed within forty-five (45) days unless there is a mutually agreed upon extension.

1. Relevant data and supporting information, proposals and counter proposals will be presented. Each, in good faith, listens to the views of the other. Both sides agree to provide the other party with relevant data and supporting information within a reasonable time in such form as it exists.

2. Each team shall have not more than five (5) members and one other professional negotiator if so desired.

3. Consultants may be used, if deemed advisable, by either party.

4. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent or his/her designated representative.

5. While discussions are in progress, any release prepared for the news media shall be provided for the information of the other party.

6. All proposals and counter proposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

E. Disagreement

In the event of a bargaining impasse, or if the parties have not reached agreement within forty-five (45) days of the first negotiations meeting, the teams shall report back to their respective parties for further advice and input. Neither party would be

required to meet further, but sixty (60) days prior to the expiration date of the current contract, either party may request Federal Mediation or seek the assistance of another Mediation Service or Mediator, and the other party shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS) or the selected Mediation Service or Mediator. Should a new contract not be agreed upon by the expiration date of the current contract, the current contract shall expire. If in-term bargaining has not produced a tentative agreement after forty-five (45) calendar days, the parties may request the services of FMCS or another Mediation Service or Mediator. Mediation shall continue until mutual agreement of the parties. Mediation costs shall be shared equally by the parties.

F. Agreement

1. When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent and to the membership of the Association by its President.

2. Adoption of the aforesaid contractual agreement shall be accomplished by first submitting the proposed agreement to the membership of the Association for its consideration. If ratified by the Association, the proposed contractual agreement shall be submitted for the consideration of the Board of Education. Action shall be taken within seven (7) days of notification of ratification by the Association.

3. The aforesaid contractual agreement shall be reproduced for distribution to both parties. The cost of reproduction will be divided equally between the parties.

G. Amendment

If changes in this Master Contract are proposed, they shall be handled at the time negotiations commence. The procedure in Article II, Section B, will be followed.

H. Definition of Terms

1. **Fair-Practice Clause** - The Association agrees to maintain its eligibility to represent classroom teachers by continuing to admit persons to membership without discrimination on the basis of race, age, creed, color, national origin, sex, marital status, membership, and/or participation in, or association with activities of any employee organization.

2. **School Board Authority Clause** - The Board, under law, has the final responsibility of establishing policies for the district. The Board has complete authority over the policies and administration of the school system which it

exercises under the provisions of Ohio Law and in the fulfilling of its responsibilities under this agreement.

3. **Professional Negotiations** - Professional negotiations means conferring, discussing, and resolving problems in good faith by mutual agreement of the Board, or its designated administrative representatives, and the Association.

4. **Good Faith** - Good faith means the obligation of the Board, or its designated administrative representatives, and the representatives of the Association to meet at reasonable times and to have a sincere desire to reach agreement upon these matters being negotiated. The obligation of the Board or its representatives and the representatives of the Association to meet for the purpose of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

5. **Master Agreement** - This document ratified by the Association and when adopted by the Board of Education shall constitute the master agreement establishing the procedures for resolving items specified in Article II, of the agreement and Article II, Section C shall serve as the mutually agreed dispute resolution procedure for negotiations between the parties.

6. **Contractual Agreement** - Under the provisions of this document both parties will seek in good faith to establish agreements to be embodied in a contract which shall be binding upon both parties for a definite and mutually agreed upon period of time.

7. **Day** - For this and all provisions of this contract, day shall mean a calendar day excluding Saturday, Sunday and any day on which the offices of the Board of Education are closed for business unless otherwise specified.

8. **Teacher** - For all provisions of this contract except where specifically stipulated, shall mean all members of the bargaining unit as identified in Article I - Recognition.

ARTICLE III

GRIEVANCE PROCEDURE

A. Policy

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby the members of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.

B. Time Limitation

Failure to file a grievance within ten (10) days of becoming aware of the matter to be grieved or within fifteen (15) days of when it could reasonably be assumed one should be aware of the matter to be grieved shall forfeit the right of the grievant to proceed with the grievance procedure.

C. Definition of Terms

1. **Grievance** - A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific term of this negotiated agreement.

2. **Grievant** - The member or members of the bargaining unit making the complaint or the Association. Where more than one person is a grievant, each shall sign the grievance if at all possible.

3. **Days** - The actual working school days, provided, however, the grievance procedure shall be pursued during the summer recess if necessary.

D. Informal Procedure

A member of the bargaining unit with a grievance shall first discuss it with his/her principal or immediate superior, either directly, with, or through the Association, or the building faculty representative, with the objective of resolving the matter informally. Should the immediate supervisor not have the authority to resolve the grievance, the Association shall initiate the grievance with the appropriate supervisor at the appropriate step after consulting with the Superintendent.

E. Formal Procedure

1. **Step One**

   a. If the informal procedure does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) shall have the right to lodge a written grievance with the grievant's(s) building principal or immediate superior. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and shall contain a reference to the section of the Master Contract, the date of such occurrence, and the remedy demanded. A copy of such grievance shall be filed with the Superintendent and the Association President. The grievant(s) shall have a right to request a hearing before his/her building principal or immediate superior. Such hearing shall be conducted within five (5) working days after the receipt of such request. The grievant(s) and the Association President shall be advised in writing of the time, place, and date of such hearing, and the grievant(s) shall have the right to be

represented at such hearing by counsel, and/or by a representative of the Association.

b. The building principal or immediate superior shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Superintendent and the Association President.

2. **Step Two**

a. If the action by the principal or immediate superior does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) may appeal in writing to the Superintendent, with copies to the Association President. Failure to file such appeal within five (5) working days from receipt of the written reply from the action of the principal or the immediate superior on said grievance shall be deemed a waiver of the right of appeal. Upon written request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The grievant(s) and the Association President shall be advised in writing of the time, place, and date of such hearing and the grievant(s) shall have the right to be represented at such hearing by counsel, and/or by a representative of the Association.

b. The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Association President, and the building principal or immediate superior.

3. **Step Three**

If requested by the grievant(s), the Association shall review the Superintendent's answer and, after such review, shall within five (5) working days after the answer is given, refer the grievance in writing to the Board. Failure to file such appeal within five (5) working days after the answer is received shall be deemed a waiver of the right to appeal. Within ten (10) working days after receipt of such referral, the Board shall meet with the grievant(s) and the Association representative(s) and such others as deemed advisable for the purpose of resolving the grievance. The Board shall render a decision within seven (7) working days of said meeting and transmit the decision in writing to the Association President.

4. **Step Four**

If the grievant(s) decide to proceed to arbitration, he/they shall notify the Association within ten (10) working days. The Association shall notify the Superintendent in writing of this decision within five (5) working days from that date. If such written notification by the Association is not received within fifteen (15) working days after the Board's written decision is rendered in Step Three above, such failure shall be deemed a waiver of the right to appeal to arbitration.

5. **Step Five**

a. Within five (5) working days the Board and the Association shall send for a list of arbitrators. Within five (5) days of receipt of said list, the arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the American Arbitration Association. Either party may request a second list. When the second list is received, the party that did not request the second list, will have five (5) days within which to request an additional list. The grievant(s) shall be the first to strike followed by the Board or its representative and alternating in this respect until one name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the American Arbitration Association.

b. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the collective bargaining agreement, nor add to, detract from, or modify the language therein arriving at a determination of any issue presented that is proper within the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall not fashion any remedy which directly changes the intent and purpose of the contract provision being grieved.

d. The costs for arbitration shall be shared equally by the Board and the Association.

F. Scope of Application

This grievance procedure governs all bargaining unit members of the school district. The lodging of any grievance shall be the right of an individual, a group of individuals, or the Association representing the members of the bargaining unit.

G. Professional Rights Provision

The fact that a member of the bargaining unit files a grievance shall not be recorded in his/her personnel file unless a reference to the arbitration award is necessary to document amendments to records contained therein or in any file used in the transfer, assignments, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment.

H. General Provisions

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual agreement.

2. In the event a grievance is filed or being processed on or after May 15, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

3. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant(s), it may withdraw its support. The grievant(s) may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time. However, this grievance procedure shall in no way prohibit any individual from processing a grievance with the assistance of his/her own legal counsel without the help of the Association.

4. If, in the judgment of the Association, a grievance affects a group or class of members of the bargaining unit in more than one building, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Step Two.

5. Only authorized forms for filing grievances made available by the Association shall be used by the grievant(s). Sample copies of authorized forms are attached to the grievance procedure.

6. The Board agrees that the Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings.

7. It is understood that the parties individually and collectively agree that there will be no interruption of classroom instruction or activities in connection with any grievance arising under this contract except as mutually agreed and for arbitration hearings. It is further understood that there will be no involvement of students throughout any steps of the grievance procedure except as mutually agreed and for arbitration hearings.

8. The Board shall not require a member of the Bargaining Unit to testify against another member of the Bargaining Unit during the Grievance Procedure, unless the unit member is subpoenaed to testify on the facts of the grievance as a witness to the alleged incident that resulted in the filing of the grievance.

9. No later than 30 work days after an arbitrator's decision on a grievance, the decision shall be implemented, unless appealed by either party to the court of common pleas.

10. At their discretion, the administration or Board may be assisted by counsel of its choice at any step in the formal procedure.

11. All Board and HCTA evidence and documentation must be produced at levels prior to arbitration. Arbitrability must be raised at the Superintendent's level.

ARTICLE IV

ASSOCIATION FINANCIAL SECURITY

A. Recognition Exclusivity

The Board recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit described in Article I. Exclusive recognition means that the School Board will not deal with any other organization, or an individual, in a manner or for a purpose inconsistent with the terms of this Master Contract. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Master Contract, which shall be deemed incorporated by reference in each individual contract.

B. Indemnification

The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer.

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

4. The Board acted in good faith compliance with the service fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such service fee provision herein to the material detriment of the Association.

5. The indemnification for the assessment of punitive damages, if any, shall be withheld if such damages awarded were levied as a result of primary provocation by the Board, its individual members, administrators and/or its agents.

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ARTICLE V – COMPENSATION

A. Basic Salary Schedule, Index, and Ratio

SALARY SCHEDULE - HOWLAND LOCAL SCHOOLS
2025-2026 - 4%

Step	BA	BA/150	MAS
0	$43,423	$44,726	$45,811
	1.0000	1.0300	1.0550
1	$45,594	$47,049	$48,590
	1.0500	1.0835	1.1190
2	$47,765	$49,372	$51,369
	1.1000	1.1370	1.1830
3	$49,936	$51,695	$54,148
	1.1500	1.1905	1.2470
4	$52,108	$54,018	$56,928
	1.2000	1.2440	1.3110
5	$54,279	$56,341	$59,707
	1.2500	1.2975	1.3750
6	$56,450	$58,664	$62,486
	1.3000	1.3510	1.4390
7	$58,621	$60,988	$65,265
	1.3500	1.4045	1.5030
8	$60,792	$63,311	$68,044
	1.4000	1.4580	1.5670
9	$62,963	$65,634	$70,823
	1.4500	1.5115	1.6310
10	$65,135	$67,957	$73,602
	1.5000	1.5650	1.6950
11	$67,306	$70,280	$76,381
	1.5500	1.6185	1.7590
12	$69,477	$72,603	$79,160
	1.6000	1.6720	1.8230
13	$71,648	$74,926	$81,939
	1.6500	1.7255	1.8870
14	$72,386	$75,708	$82,921
	1.6670	1.7435	1.9096
17	$73,124	$76,490	$83,902
	1.6840	1.7615	1.9322
20	$73,863	$77,271	$84,883
	1.7010	1.7795	1.9548
25	$74,601	$78,053	$85,865
	1.7180	1.7975	1.9774
27	$75,339	$78,834	$86,846
	1.7350	1.8155	2.0000
30	$76,077	$79,616	$87,827
	1.7520	1.8335	2.0226
32	$76,815	$80,398	$88,809
	1.7690	1.8515	2.0452

SALARY SCHEDULE - HOWLAND LOCAL SCHOOLS
2026-2027 - 4%

Step	BA	BA/150	MAS
0	$45,160	$46,515	$47,644
	1.0000	1.0300	1.0550
1	$47,418	$48,931	$50,534
	1.0500	1.0835	1.1190
2	$49,676	$51,347	$53,424
	1.1000	1.1370	1.1830
3	$51,934	$53,763	$56,315
	1.1500	1.1905	1.2470
4	$54,192	$56,179	$59,205
	1.2000	1.2440	1.3110
5	$56,450	$58,595	$62,095
	1.2500	1.2975	1.3750
6	$58,708	$61,011	$64,985
	1.3000	1.3510	1.4390
7	$60,966	$63,427	$67,875
	1.3500	1.4045	1.5030
8	$63,224	$65,843	$70,766
	1.4000	1.4580	1.5670
9	$65,482	$68,259	$73,656
	1.4500	1.5115	1.6310
10	$67,740	$70,675	$76,546
	1.5000	1.5650	1.6950
11	$69,998	$73,091	$79,436
	1.5500	1.6185	1.7590
12	$72,256	$75,508	$82,327
	1.6000	1.6720	1.8230
13	$74,514	$77,924	$85,217
	1.6500	1.7255	1.8870
14	$75,282	$78,736	$86,238
	1.6670	1.7435	1.9096
17	$76,049	$79,549	$87,258
	1.6840	1.7615	1.9322
20	$76,817	$80,362	$88,279
	1.7010	1.7795	1.9548
25	$77,585	$81,175	$89,299
	1.7180	1.7975	1.9774
27	$78,353	$81,988	$90,320
	1.7350	1.8155	2.0000
30	$79,120	$82,801	$91,341
	1.7520	1.8335	2.0226
32	$79,888	$83,614	$92,361
	1.7690	1.8515	2.0452

SALARY SCHEDULE - HOWLAND LOCAL SCHOOLS
2027-2028 - 4%

Step	BA	BA/150	MAS
0	$46,966	$48,375	$49,549
	1.0000	1.0300	1.0550
1	$49,314	$50,888	$52,555
	1.0500	1.0835	1.1190
2	$51,663	$53,400	$55,561
	1.1000	1.1370	1.1830
3	$54,011	$55,913	$58,567
	1.1500	1.1905	1.2470
4	$56,359	$58,426	$61,572
	1.2000	1.2440	1.3110
5	$58,708	$60,938	$64,578
	1.2500	1.2975	1.3750
6	$61,056	$63,451	$67,584
	1.3000	1.3510	1.4390
7	$63,404	$65,964	$70,590
	1.3500	1.4045	1.5030
8	$65,752	$68,476	$73,596
	1.4000	1.4580	1.5670
9	$68,101	$70,989	$76,602
	1.4500	1.5115	1.6310
10	$70,449	$73,502	$79,607
	1.5000	1.5650	1.6950
11	$72,797	$76,014	$82,613
	1.5500	1.6185	1.7590
12	$75,146	$78,527	$85,619
	1.6000	1.6720	1.8230
13	$77,494	$81,040	$88,625
	1.6500	1.7255	1.8870
14	$78,292	$81,885	$89,686
	1.6670	1.7435	1.9096
17	$79,091	$82,731	$90,748
	1.6840	1.7615	1.9322
20	$79,889	$83,576	$91,809
	1.7010	1.7795	1.9548
25	$80,688	$84,421	$92,871
	1.7180	1.7975	1.9774
27	$81,486	$85,267	$93,932
	1.7350	1.8155	2.0000
30	$82,284	$86,112	$94,993
	1.7520	1.8335	$2
32	$83,083	$86,958	$96,055
	1.7690	1.8515	2.0452

The following increases shall be applied to the BA-0 step:

1. Teachers who have been granted a leave of absence for exchange teaching by the Board shall be granted increment on the Howland Teachers Salary Schedule upon their return to the Howland School System.

2. Any regular school employee who is drafted into any branch of the armed forces of the United States or is called to active duty with a reserve unit, shall assume upon his return his regular place on the salary schedule, receiving the annual increments under the salary schedule in effect.

3. A teacher granted leave of absence by the Board for advanced study in his/her field(s), and returns to teach in the Howland Local Schools, shall upon the presentation of evidence of successful completion of such study, be granted salary increments or increments for the years spent in study, upon the recommendation of the Howland Local School Superintendent.

B. Compensation for Part-Time Employee

Each part-time teacher shall be placed at the proper step on the salary schedule. Then his/her compensation shall be the proper step on salary schedule x days taught x minutes assigned (183 x total number of minutes in normal teacher day).

1. The amount of time expected to be in the building each day shall include at least 10 minutes prior to the first assignment if the teacher has at least 3 assignments.

2. Part time teachers who are assigned 3 or more assignments per day shall also be assigned a planning period. A part-time teacher with two or less assignments per day shall be assigned one-half a planning time.

3. Any teacher who has an assignment which requires out of school assignment to visit students' places of employment, homes or other related areas shall have that assigned time included in determining the calculation for a part-time assignment.

4. For the purpose of this Section, a regular, part-time employee shall be a member of the bargaining unit who is regularly assigned throughout the school year but is assigned to work less than 2,150 minutes per week. If such member is assigned to more than one building, travel time between buildings shall be included in the calculation of assigned time.

C. Additional Training/Tuition Reimbursement

1. **Pre Master's Degree** - Bargaining unit members shall be eligible for tuition reimbursement of 100% up to $1,000 per contract year until a Master's

Degree is obtained. For purposes of this section, a year shall be a contract year. Documentation for reimbursement must be submitted to treasurer's office by September 15 of the following school year.

1. **Post Master's Degree** – Training beyond the Master's Degree will be granted at $100 per semester hour or $60 per quarter hour for all hours completed before July 1, 2025, when hours are pre-approved by the LPDC Committee. Transcripts for these hours must be submitted before August 31, 2025.

   For courses completed after July 1, 2025, compensation for hours beyond the Master's shall be capped at 100 hours. Members may continue to take post-master's hours; however, after reaching the 100-hour threshold, no additional compensation shall be granted.

   No individual shall receive less compensation than they are currently receiving for post-master's reimbursement.

   Additional training will be paid in accordance with the stipulations set forth in C.4. of this Article.

3. All additional hours shall be directly related to the teacher's area(s) of certification or license or be applicable to additional certification or licensure as approved by the State of Ohio, Department of Education, Division of Teacher Education and Certification and the LPDC. All course work shall be completed satisfactorily at accredited colleges and/or universities recognized by the State of Ohio, Department of Education, Division of Teacher Education and Certification/Licensure.

4. All previously accepted hours beyond Masters that have been paid as part of a member's salary shall continue to be paid in perpetuity.

   Documentation must be on file in the Treasurer's office by September 30 (payment by 2nd pay in October) and January 30 (payment by 2nd pay in February) for a member of the bargaining unit to receive a lump sum payment of $100 per semester hour submitted as additional training.

   All additional hours earned and submitted by the January 30th deadline of each year will be paid in a lump sum upon submission and subsequently included in the following school year's salary that is paid over 26 payments.

Placement on the Salary Schedule

1. Upon initial hiring, a teacher with teaching experience who is hired by the Board shall be given full credit for his/her years of service, but not to exceed ten (10) years of service in compliance with the Ohio Revised Code, Section 3317.13 and shall be placed on the appropriate step on the current adopted salary schedule of the Howland Board of Education.

2. Upon completion of a Doctorate Degree, an additional $400 will be added annually.

E. Supplemental Contracts

1. **Payment** – All supplemental salaries shall be paid according to the following schedule for the term of this contract.

   a. All supplemental contracts for services performed throughout the school year, and compensated at 5% or more, shall be paid by one of the following methods:

      i. in nineteen (19) regular pay periods

      ii. at the end of each semester, or

      iii. at the end of the school year.

      Those supplementals performed throughout the year at 4% or less shall only choose option ii or iii above. The employee must inform the Treasurer in writing by September 15. Once the decision on the method of payment is made, it cannot be changed during the school year. Payment shall only be rendered upon completion or continued fulfillment of duties.

   b. Athletic supplemental contracts which encompass work performed for less than the entire school year shall be paid:

      i. In one pay on the pay date following notification from Activities Director to Superintendent of the completion of the job responsibilities.

      ii. In two (2) equal payments, midway through the service and at the end of the service. These dates shall be determined by using the opening day of the season or service and the last regular scheduled game or service (as dictated by the Ohio High School Athletic Association for sports contracts). Proper documentation must be on file in the treasurer's office on a form supplied by the treasurer.

iii. In order to receive payment, the Activities Director must notify the Superintendent that the job responsibilities have been completed.

2. **Position Openings and Application Process** – Within ten (10) work days of the April Board meeting, a staff bulletin containing all supplemental openings shall be given to all members of the bargaining unit in their mailboxes or by email. Members interested in such positions shall, within ten (10) work days, notify the Student Activities Director or Athletic Director. Unit member shall be able to apply for no more than eight (8) supplemental vacancies; however, submission of an application for same does not create an expectancy of being awarded the supplemental.

   All vacancies will be filled within thirty (30) calendar days from the last date for application.

3. The Board reserves the right to fill or to not fill any supplemental position. All positions that are not filled, and that no bargaining unit member expressed interest in, shall be the responsibility of the Board to fill. If a person filling a supplemental position resigns or is fired from that position for any reason, such vacancy shall not be filled until all members of the bargaining unit who were candidates for the position at the time the retiring or fired person was appointed to the position are notified of such vacancy.

4. Any member of the bargaining unit who is RIF'd for the ensuing school year shall be entitled to apply and shall be given the same consideration for supplemental positions as members of the bargaining unit who receive teaching contract positions for the ensuing year. Copies of the staff bulletin shall be mailed to each member on the RIF list when it is given to members in their mailboxes.

   A former member who is on the RIF list is entitled to apply for any supplemental contract position and shall be offered said position before any other non-member, providing the RIF'd member is equally or more qualified for the position as the other applicants.

5. All vacancies shall be filled by qualified members of the bargaining unit except for head varsity coach positions. If there are no qualified members of the bargaining unit then the position may be offered to individuals outside of the bargaining unit in accordance with R.C. 3313.53.

   The Board may fill the head varsity coach position with a qualified certificated/licensed or non-certificated person. Head coaching experience shall not be one of the qualifications required for the head varsity coach position.

6. All vacancies in supplemental contracts shall be e-mailed during the summer months, and posted in school offices and teacher areas during the school year. All applicants shall be interviewed by the Superintendent and/or his designee.

   In the event that no member of the bargaining unit accepts the contract, the position may then be offered to someone outside the bargaining unit.

   All supplemental contracts shall automatically expire at the expiration of the activity and shall be deemed non-renewed without further Board action and reopened on an annual basis.

7. All supplemental contracts shall automatically expire at the expiration of the activity and shall be deemed non-renewed without further Board action and reopened on an annual basis.

8. At the Superintendent's discretion, if a member has satisfactorily completed one year of a supplemental contract position within the last four previous years and is the sole applicant for that position for the ensuing school year, then there shall be no interview and the member shall be offered that position.

9. Coaching salaries for girls' sports are to be commensurate with equal pay for equal work concept as outlined in Title IX Federal Legislation.

10. The Board may hire any number of persons to a supplemental position listed herein in accordance with the provisions of this contract.

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F. Howland Local School District Supplemental Salary Schedule(s)

1. Activities Department Supplementals

	Percentage of base salary:
Assistant Activities Director	20%
HS Assistant Activities Director	15%
MS Assistant Activities Director	15%
Strength & Conditioning Coach (6 – 12)	12%
Safety/Health & Wellness Coordinator	5%
Activities Supervisor	$15/hour
Event Worker	$15/hour
Saturday Detention Program Supervisor	$100/Saturday morning (5 hours – 2 sessions)

2. HS Athletic Supplementals

	Percentage of base salary:
Athletic Trainer	22%
Varsity Baseball Coach	15%
Asst. Varsity Baseball Coach	9%
Varsity Boys Basketball Coach	22%
Asst. Varsity Boys Basketball Coach	15%
Varsity Girls Basketball Coach	22%
Asst. Varsity Girls Basketball Coach	15%
Varsity Boys Bowling Coach	15%
Varsity Girls Bowling Coach	15%
Fall Cheerleading Advisor	10%
Winter Cheerleading Advisor	10%
Varsity Boys Cross Country Coach	15%
Varsity Girls Cross Country Coach	15%
Asst. Varsity Cross Country Coach	9%
Varsity Football Coach	24%
Asst. Varsity Football Coach	15%
Varsity Boys Golf Coach	15%
Varsity Girls Golf Coach	15%
Varsity Boys Soccer Coach	15%
Asst. Varsity Boys Soccer Coach	9%
Varsity Girls Soccer Coach	15%
Asst. Varsity Girls Soccer Coach	9%
Varsity Softball Coach	15%
Asst. Softball Coach	9%

HS Athletic Supplementals (continued)	Percentage of base salary:
Varsity Swim Coach	15%
Asst. Varsity Swim Coach	9%
Varsity Boys Tennis Coach	15%
Varsity Girls Tennis Coach	15%
Varsity Boys Track Coach	15%
Asst. Varsity Boys Track Coach	9%
Varsity Girls Track Coach	15%
Asst. Varsity Girls Track Coach	9%
Varsity Wrestling Coach	22%
Asst. Varsity Wrestling Coach	12%
Varsity Volleyball Coach	15%
Asst. Volleyball Coach	9%

3. MS Athletic Supplementals	Percentage of base salary:
MS Boys Basketball Coach (7/8)	10%
MS Girls Basketball Coach (7/8)	10%
MS Fall Cheerleader Advisor	5%
MS Winter Cheerleader Advisor	5%
MS Boys Cross Country Coach	10%
MS Girls Cross Country Coach	10%
MS Asst. Cross Country Coach	5%
MS Football Coach (7/8)	12%
MS Assistant Football Coach	9%
MS Boys Track Coach	12%
MS Asst. Boys Track Coach	9%
MS Girls Track Coach	12%
MS Asst. Girls Track Coach	9%
MS Volleyball Coach (7/8)	10%
MS Wrestling Coach	12%
MS. Asst Wrestling Coach	9%

4. HS Activities Supplementals	Percentage of base salary:
Art Club Advisor	4%
Band Director (Grades 5-12)	20%
Asst. Band Director (Grades 5-12)	15%
Percussion Instructor	4%
Choir Director	9%

HS Activities Supplementals (continued)	Percentage of base salary:
Class Advisor	3%
Detention/Student Intervention Advisor	8%
Drama Club Advisor	12%
Asst. Drama Club Advisor	9%
E-Sports Advisor	8%
English Festival Advisor	2%
Family, Career, Community Leaders of America Advisor	4%
HHServes Advisor	4%
HHS Unity	3%
World Language Club Advisor	3%
Majorette Advisor	8%
Multi-Media Advisor	12%
National Honor Society Advisor	6%
Newspaper	6%
Pep Club Advisor	3%
Robotics Advisor	8%
Prep Bowl Advisor	3%
Safety/Health & Wellness Advisor	3%
Science Club Advisor	4%
Ski Club Advisor	4%
Speech & Debate Coach (Grades 6 – 12)	15%
Asst. Speech & Debate Coach (Grades 6 – 12)	9%
Mock Trial (Grades 9 – 12)	9%
Student Senate Advisor	6%
Yearbook Advisor	15%

5. MS Activities Supplementals	Percentage of base salary:
HMServes Advisor (Grades 5-6)	2%
HMServes Advisor (Grades 7-8)	2%
MS Art Club Advisor (Grades 5-6)	2%
MS Art Club Advisor (Grades 7-8)	2%
MS Detention/Student Intervention Advisor (Grades5-6)	4%
MS Detention/Student Intervention Advisor (Grades7-8)	4%
MS Language Arts Advisor (Grades 5-6)	2%
MS Language Arts Advisor (Grades 7-8)	2%
MS Math Club Advisor (Grades 5-6)	2%
MS Math Club Advisor (Grades 7-8)	2%
MS Choir Director (Grades 5-8)	4%
MS Multi-Media Advisor (Grades 5-6)	3%
MS Multi-Media Advisor (Grades 7-8)	3%
MS Newspaper (Grades 5-6)	3%
MS Newspaper (Grades 7-8)	3%

6.	**MS Activities Supplementals (continued)**	**Percentage of base salary:**
	MS Safety/Health & Wellness Advisor (Grades 5-6)	2%
	MS Safety/Health & Wellness Advisor (Grades 7-8)	2%
	MS Student Senate Advisor (Grades 5-6)	2%
	MS Student Senate Advisor (Grades 7-8)	2%
	MS Prep Bowl Advisor (Grades 5-6)	3%
	MS Prep Bowl Advisor (Grades 7-8)	3%
	MS Science Club Advisor (Grades 5-6)	2%
	MS Science Club Advisor (Grades 7-8)	2%
	MS Ski Club Advisor (Grades 5-8)	4%
	MS Yearbook Advisor (Grades 5-8)	6%

7.	**ELEMENTARY Activities Supplementals**	**Percentage of base salary:**
	ELEM Musical Production Director	2%
	ELEM Activities Coordinator	6%
	ELEM Safety/Health & Wellness Advisor	2%
	ELEM Student Intervention Advisor	3%
	ELEM Club Math Advisor	2%

Coach/Two Similar Assignments – Same Season

If a person handles two assignments simultaneously, the second assignment will be paid at ½ the second rate. For example, if cross country boys and cross-country girls both practice at the same time, the pay would be 15% for one team and 7.5% for the other team. Only applies to supplementals (similar assignments/same seasons).

Supplemental Longevity Incentive:

Extracurricular (athletic and non-athletic) supplemental contract holders shall receive a 1% of the base increase in the supplemental contracts at the end of the fifth (5^{th}) year of consecutive performance of that particular activity. In addition, these same bargaining unit members whose original contract was greater than 5% shall receive a second 2% of the base increase in their supplemental contracts at the end of their tenth (10^{th}) year of consecutive performance of that particular activity. In addition, these same bargaining unit members whose original contract was greater than 5% shall receive a Third 1% of the base increase in the supplemental contracts at the end of their Fifteenth (15^{th}) year of consecutive performance of that particular activity. Longevity payments shall be effective July 1, 2022. Supplemental contracts for the positions which provide for Released Time and/or Extended Service shall be excluded from these increments.

Longevity payments may be considered for non-bargaining unit members but are not guaranteed.

G. Severance Pay

1. Upon retirement, any member of the bargaining unit with ten or more years of active service in the Howland Local School District may elect to be paid severance for the value of his/her accrued unused sick leave days.

   Severance pay shall be calculated two ways:

   a. Severance pay shall be granted at the per diem salary rate of said bargaining unit member according to the following:

      i. 10 to 15 years' service - 30 days

      ii. 16 to 20 years' service - 33 days

      iii. 21 to 25 years' service- 38 days

      iv. 26 years and over - 45 days

      In addition to the above, 10% of the remaining accrued sick leave days shall be granted to the individual. Example: A teacher with 26 years of service, having 145 days of accrued unused sick leave shall have 45 days + [10% of (145 - 45)] = 55 days.

   b. Severance pay shall be granted at the per diem salary rate of said bargaining unit member totaling one-fourth (1/4) of the amount of accumulated sick leave to a maximum of seventy-five (75) days.

      In addition to this, ten percent (10%) of the amount of accumulated sick leave between one hundred eighty (180) days and the current balance of sick leave on the date of retirement shall be granted to the individual. Example: A teacher having 300 accumulated sick days, shall receive one quarter, 75 days + [10% of (300-180)] = 87 days.

2. Bargaining unit members hired prior to July 1, 2022 shall be paid severance in accordance with greater of a or b above. Bargaining unit member hired after July 1, 2022 shall be paid severance in accordance with option b.

3. **Retirement** – For purposes of this section, retirement means any bargaining unit member accepted by the State Teachers Retirement System or any other qualified State Retirement system, for retirement benefits or has separated from employment due to pending retirement as a result of meeting either the service threshold or the age threshold, and who presents the treasurer with proof of same within sixty (60) days of separation of employment with the Howland Local School District.

4. The granting of severance pay pursuant to this section shall eliminate all accrued sick leave accrued by the bargaining unit member.

5. If a member of the bargaining unit who has officially notified the Board of his/her retirement dies prior to the actual receipt of severance pay, then the severance pay shall be paid to his/her designated beneficiary. The Board shall provide a designation of beneficiary form for this purpose.

6. Certified/licensed personnel may request in writing to the Treasurer that the severance pay be made in January of the year following retirement.

7. It shall be the responsibility of certified/licensed personnel to provide a copy of the notification to the Treasurer in order for payment to be made.

   Certified/licensed personnel for the purpose of this section shall be defined as an individual who retired from teaching.

H. <u>Payment and Deferral of Severance Pay</u>

An employee who has retired or has separated from employment due to pending retirement as a result of meeting either the service threshold or the age threshold, both of which are required for retirement, shall receive his/her severance within 90 days from the date following retirement or separation from employment under this provision.

1. **Payment and Deferral of Severance Pay** – Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a 403(b) Plan ("The Plan") for District employees with terms that comply with the requirements of this Paragraph. Employees shall access "The Plan" by choosing from a list of District-approved plan providers.

2. The terms of The Plan shall include the following:

   a. Participation in The Plan shall be mandatory for any teacher actively employed, who is or will be age fifty-five (55) years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

   b. An employer contribution shall be made on his/her behalf under The Plan in an amount equal to the total amount of the participant's severance pay in accordance with Article V Section G.

   c. The required contribution to The Plan shall be made within the timeframe described under this provision regarding the payment of severance pay; however, if the amount payable to The Plan in the

calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to The Plan after the first payroll date in January of the next calendar year.

d. A teacher who is a participant in The Plan shall complete The Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay shall be made to The Plan on behalf of the teacher.

e. If a teacher is entitled to have a contribution paid to The Plan and dies prior to such contribution being paid to The Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of The Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's state.

f. The plan year of The Plan shall be the calendar year.

g. After adoption of The Plan, any administrative fees shall be borne by The Plan Participants.

3. All contributions to The Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with The Plan, referrals to a TSA or check payments made to a teacher.

4. In the event a teacher is ineligible to participate in The Plan and dies, the Severance Pay shall be paid to the employee's estate.

I. Home Instruction

1. Positions for home instruction shall be filled first by the best qualified candidates from the bargaining unit represented by the Association and second by the best qualified candidates outside the bargaining unit.

2. Teachers for home instruction shall be compensated at the rate of $30.00 per hour.

3. Service as a home instructor shall not be included in the formula for determining compensation for a part-time teacher or included in the calculation of service credit.

4. Travel expense shall be at the agreed to rate per mile.

5. Payment for regular teachers for home instruction will be made once per month.

6. Travel Expenses will be paid monthly if $10.00 or more; expenses less than $10.00, at the end of the school term.

J. Substitute Teachers

1. It shall be the practice of the Administration to provide properly qualified substitute teachers for any special subjects such as Music, Technology, Art, and Physical Education in the elementary schools. In the event such special teachers cannot be secured, regular elementary school substitutes shall be employed. These teachers will teach assignments prepared by the classroom teacher but will follow the daily time schedule of the special teacher they are replacing.

2 The Board shall make every effort to provide a qualified substitute teacher when a teacher is absent.

K. Faculty As Substitutes

1. All certified/licensed personnel in grades K-12 who substitute for other certified/ licensed personnel within the same building shall be paid $20.00 per period. Assignments shall be made on the basis of subject field and the availability of a preparation period for the substitute.

2. In the event that a regular classroom teacher volunteers to substitute for another faculty member during a teaching period, he/she shall be paid $20.00.

3. When no substitute teachers can be found for a regular classroom teacher in grades K-4, teachers who accept a student overload shall divide $135.00.

4. Principals will compile a spreadsheet at the beginning of each school year in grades K-12 to list teachers in his/her respective grade band who are interested in receiving requests by the principal to waive his/her planning period to assume the responsibilities of teaching a class in the event that a qualified substitute teacher cannot be employed. The spreadsheet will list teachers alphabetically for each planning period and the Principal will keep a record of each waiver given by each staff member and is not to request the same member to waive his/her planning period until all available staff members have waived the same.

5. Payment shall be made at the end of each semester.

6. There shall be no payment for classes taught by teachers of seniors after the exam schedule of the second semester.

L. Extended Day Payment

Members of the bargaining unit who, as a result of their teaching assignment, are regularly scheduled to work longer than the school day prescribed in the Master Contract shall be compensated at a pro-rated amount based on the teacher's per diem rate.

M. Mileage Allowance

All certified/licensed personnel who are assigned to teach in more than one building within one work day will be paid mileage for all authorized travel. The rate shall be that which is equal to the per mile allowance standard being utilized by the Internal Revenue Service. When the Internal Revenue Service modifies the per mile standard allowance in the middle of any month, the Board shall modify the mileage allowance, effective the first day of the following month.

Also, any Association member who receives administrative approval from the Superintendent to attend professional educational workshops on improving instruction, or for visitation to other schools exclusive of NEOEA or local workshops, shall be reimbursed. All forms for reimbursement purposes shall be provided by the Board.

N. Jury Duty

1. Certified/licensed personnel shall be granted jury duty leave during normal working hours, provided, however, that they are served with a lawfully issued subpoena for such jury duty. There shall be no financial penalty attached to such service in any way.

2. When a teacher is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This shall not apply to court actions where the teacher or the Association is suing the Board.

O. Board Pick-up of Member Contribution to STRS

The Board is obligated to make contributions to the State Teachers Retirement System, and any other qualified State Retirement System, on behalf of the qualified teaching employees pursuant to Chapter 3307 of the Ohio Revised Code.

P. Guidance Counselor Extended Time

A guidance counselor shall have extended time at his/her per diem rate before and/or after the school year. (9-12) Counselors shall be granted 18 days of extended time and (5-8) Counselors shall be granted 13 days of extended time to

be used at the discretion of the Administration. (K-4) Counselors shall be granted 10 extended days.

Q. Speech and Language Pathologists Extended Time

Speech and Language Pathologists shall have ten (10) days of extended time at his/her per diem rate, to be used at the discretion of administration.

R. Student Services Specialist

A Student Services Specialist shall have extended time at his/her per diem rate before and/or after the school year. Student Services Specialist(s) shall be granted 8 days of extended time to be used at the discretion of the Administration.

S. Career Based Intervention (CBI) Coordinator

A Career Based Intervention Coordinator (CBI) shall have extended time at his/her per diem rate before and/or after the school year. The CBI Coordinator shall be granted 10 days of extended time to be used at the discretion of the Administration.

T. College in High School Stipend

Any teacher who participates/facilitates/completes the requirements of the district college in high school/dual credit program shall receive a $500.00 stipend each year they are instructing a dual credit course. This stipend is compensation for all additional duties performed in assisting the District to provide this program for students.

U. Head Teacher

Each elementary school (Pre-K - 8) shall have a Head Teacher appointed by the Principal on the basis of willingness, experience, training, and administrative potential. The appointed Head Teacher, when required to assume the duties of the Principal shall receive compensation equal to the current per diem rate of the Principal's Board approved salary schedule at the time the Head Teacher performed the duties of the Principal. Total compensation is calculated by adding the difference between the Head Teacher's and Principal's per diem salary and adding to the Teacher's per diem salary. Per diem basis shall apply and be calculated to the nearest whole day or ¼, ½, ¾ day increments according to the time the Head Teacher has performed Principal duties.

A substitute teacher shall be hired to assume the duties of the Head Teacher when the Head Teacher has assumed the duties of the Principal for one-half day or more.

ARTICLE VI

PAYROLL PRACTICES

A. Pay Periods

1. Each member of the bargaining unit shall be paid by electronic deposit under a twenty-six (26) equal pay schedule plan.

2. Distribution of electronic pay verification by email shall be every other Friday. If it becomes necessary during the term of this contract, the HCTA agrees to meet with the Treasurer to adjust dates as necessary depending upon school calendar adoptions by the Board. If, in any new school year, the first pay date would occur before one full week of work is performed by employees, the Treasurer may skip an extra (have 3 full weeks) week between the last payroll of one school year and the first payroll of the next school year. Treasurer shall notify in advance of this.

B. Payroll Deduction for Political Contribution

1. Political contributions shall be deducted for all certified/licensed personnel who so designated in writing, to the Treasurer of the Board, on a form provided. Said form shall have space to designate the political organization, political parties, and nonpartisan issues for which the deduction is to be made. It shall also have space to indicate whether the deduction shall be for the Primary or General election and other information required by the Treasurer to make the deduction legal.

2. For the General election the application must be made by the first week of October. For the Primary election the application must be made by the end of March. Fees for such deductions shall be according to Section 3313.262 of the Ohio Revised Code and be the minimum amount necessary to cover the cost of the transaction. Requests must be made 30 working days prior to election.

C. Payroll Deductions

1. The Treasurer of the Board shall make deductions for the following as authorized by the employees:

   a. **Pay #1**
   All withholding taxes
   Tax sheltered annuities (Meeting IRS requirements)
   State Teachers Retirement
   Credit Union
   All Dues
   United Way

b. **Pay #2**
All withholding taxes
Tax sheltered annuities (Meeting IRS requirements)
State Teachers Retirement
Credit Union
All insurance
OEA Fund
Political Deductions

c. **Pay #3**
All withholding taxes
State Teachers Retirement

2. All dues or service fees do not require employee authorization.

3. Any changes in deductions will be implemented at the request of the bargaining unit member.

D. Corrections

The Board shall correct any underpayment to any members of the Bargaining Unit within one pay period providing the Treasurer has been notified at least two (2) weeks prior to the next pay period and providing, the Treasurer agrees to the amount of underpayment that is owed. If an overpayment to any bargaining unit member occurs, the amount and length of time to repay shall be mutually agreed to by Treasurer and bargaining unit member.

ARTICLE VII

INSURANCE PROVISIONS

A. Medical and Prescription

1. The Board shall provide medical insurance which shall include prescription, dental and vision coverage for all full-time members of the bargaining unit that is equal to or better than the Summary of Benefits and Coverage for the PASC 150 Plan (excluding costs associated with coverage), which took effect on July 1st, 2021. These Covered Services shall then be detailed in the full PASC 500 Value Plan document from Medical Mutual once the transition to the PASC is finalized. After July 1, 2025, employees shall, for the duration of this agreement, be covered under the PASC 500 Value Plan, which terms shall be listed in the detailed Summary of Benefits and Coverage.

2. Dependent coverage for this plan shall include dependents up to age twenty-six (26).

3. The Board's medical plan will require coordination of benefits for employees whose spouse is employed or retired and has access to health insurance. In such cases of coordination of benefits, the health insurance of the spouse shall be the primary insurance for the spouse, with the Howland Local Schools health insurance as secondary coverage.

4. In addition to the employee's monthly premium for family coverage (and for employee with spouse coverage) there will be a surcharge of $150 per month for employees whose eligible spouse chooses not to avail him/herself to coverage from his/her employer (includes self-employed spouses, spouse is the owner, partner or has a form of proprietary interest in the enterprise), or retirement system. This payment shall be treated as part of the District's "cafeteria plan" under Internal Revenue Code Section 125 and shall be subject to all "cafeteria plan" requirements. If the employee's spouse chooses to take his/her employer's or retirement system's coverage, the spouse does not pay the $150 surcharge to the Howland Local Schools. In such case the Howland Local Schools insurance plan will supplement the spouse's employer/retirement plan to ensure that the spouse will continue to enjoy the same benefit levels as under the Howland Local Schools insurance plan at no additional cost to the employee beyond the premium paid to the spouse's employer.

5. For the purposes of salary deduction toward insurance premiums, families in which both spouses are employed by the Howland Local Schools will be treated as only one employee with family coverage.

$500 Value Plan

		Network	Non-Network
Deductible	*Single*	$500	$1,000
	Family	$1,000	$2,000
Coinsurance %		80%	60%
Coinsurance Max	*Single*	$2,000	$4,000
	Family	$4,000	$8,000
Total OOP Max	*Single*	$2,500	$5,000
	Family	$5,000	$10,000
Office Visit	*PCP*	$15	40% after deductible
	Specialist	$25	40% after deductible
Urgent Care		$35	40% after deductible
Emergency Room		$100 (true emergency)	$100 (true emergency)

	Employee Monthly Premium
Employee	$110.83
E + S	$232.74
E + CH	$210.57
Family	$332.48

B. Coverage and Payment

1. All members of the bargaining unit hired prior to July 1, 2016, under contract for twenty (20) or more hours/week per school year shall be eligible for full insurance benefits provided herein.

2. Bargaining unit members hired on or after July 1, 2016, who work for thirty (30) hours or more per week shall be eligible for full insurance Board-provided benefits provided herein.

3. All members of the bargaining unit shall have the right to select single coverage, coverage for the employee's dependent(s), coverage for the employee's spouse, or family coverage in the event the employee's spouse does not have employer-provided health insurance. Applications for any of the insurances shall be made to the Treasurer between November 15th through December 15th for the coverage to begin on January 1st.

4. All fringe benefits and services provided by the Board shall be maintained at the level now in effect and bargaining unit members choosing to participate in the fringe benefits and services provided by the Board will pay ten (10) percent of the monthly premium cost for each of the established four (4) tiers.

C. Health Reimbursement Account ("HRA")

The District shall contribute a total of Eight Hundred Dollars ($800) each year to the Health Reimbursement Account on behalf of each employee who completes the designated online health review and biometric screening by January 31 of each year, excluding those who participate in the opt out plan. Employees shall receive Four Hundred Dollars ($400) for completion of the online health review and Four Hundred Dollars ($400) for completion of biometric. Payment will be made only to verified participants who complete the programs by the deadline.

This payment shall be treated as part of the District's "cafeteria plan" under Internal Revenue Code Section 125 and shall be subject to all "cafeteria plan" requirements.

D. Term Life Insurance

1. The Howland Board of Education shall provide all members of the bargaining unit a fully-paid Term Life Insurance Policy in the amount of fifty thousand dollars ($50,000), subject to the provisions of the policy provided (e.g.,

benefits may be reduced after 70 and requirements that employee be in active employment to maintain coverage, etc.) This insurance policy shall include accidental death and dismemberment and double indemnity provisions.

2. Each member of the bargaining unit shall have the option of increasing such coverage beyond the face value and shall be required to pay for the aforementioned increase under the group rates. Any member wishing to accept this option shall notify the treasurer, on a form supplied by the Board by September 15th. The Board shall authorize payroll deduction. This option must be exercised at the time of employment. Each employee shall be told of this option at the time of employment.

E. Insurance Benefits for Part-Time Employees

1. All members of the bargaining unit hired prior to July 1, 2016, under contract for 17 or more but fewer than 20 hours/week shall be eligible for full benefits of any/all portions of the insurance package, with the Board paying 50% of the premium. Those working 10 or more but fewer than 17 hours/week shall be eligible for full benefits of any/all portions of the insurance package with the Board paying 25% of the premium. The employee's share of the insurance premium shall be deducted from his/her paycheck. Applications for any of the insurances shall be made to the treasurer by September 15. Hours employed as home instructor shall not be counted.

2. Bargaining unit members hired on or after July 1, 2016, who work fewer than thirty (30) hours per week shall have the option to purchase Board-provided health insurance at full cost of the premium.

F. Insurance Study Committee

1. The parties agree that providing appropriate and adequate health care insurance coverage and other agreed upon insurance coverages is a goal that remains in the best interest of the HCTA and the Board. However, this goal cannot be accomplished without controlling the cost of insurances and related matters in the long-term.

2. Therefore, an Insurance Study Committee will be established for the duration of this Master Contract. It shall be comprised of three (3) members of the HCTA selected and appointed by its (President), two members of the Administration selected by Superintendent and one (1) member of the Board of Education and/or its designee and no more than two (2) members of the duly recognized agent representing classified employees.

3. Said committee shall meet at least twice per year at a time and place established and agreed upon by the committee. One of the two meetings shall be held prior to the January 1st health insurance plan renewal.

4. Within its authority to provide a vehicle to recommend, the purpose of this committee shall be to provide all parties of interest with an on-going review and assessment of the District's current insurances and, in addition, to obtain all available information regarding alternative insurances and insurance providers, explore new concepts, products, plans, costs etc., and stand as educators to each party's constituent group.

5. The insurance committee will review for possible implementation all "best practices" as articulated by the School Employees' Health Care Board. The committee shall have the authority to recommend implementation of all mutually agreed upon "best practices" prior to the mandatory date set forth under O.R.C. 9.901.

6. This Insurance Study Committee may choose to combine its efforts with other similar committees involving classified employees and members of the Board and/or administration. Recommendations of the Insurance Study Committee, if any, will be presented to the Board and the HCTA for consideration.

G. Insurance Coverage While on Leave

1. Any member of the bargaining unit who is on an approved leave of absence shall have the right to maintain insurance coverage for all or any part of Board-approved insurances with the payment of the premium by the member of the bargaining unit who is on leave except as provided in Article VIII. Leaves, Section O Family and Medical Leave.

2. It shall be the responsibility of the member on leave to make such payment by check, payable to the individual insurance company and submitted to the Treasurer's office by the 25th day of each month preceding the month for which the premium is due.

H. Stipend for Non-Use of Insurance

1. Any member of the bargaining unit who is eligible for full insurance benefits may elect to withdraw from all or part of the insurance program as provided in this provision. The insurance program shall be defined as hospitalization and surgical, major medical, dental, and prescription drug insurances. Subsequently, one spouse of a currently employed married couple will qualify for an insurance offset stipend equal to the stipend payment for non-use of insurance as stated under Article VII, Section I. After June 30th, 2008 any future married couples employed by the district are not entitled to receive the stipend payment for non-use of insurance.

2. If a member of the bargaining unit exercises his/her option to withdraw from a part or all of the insurance program as provided above, the member shall

receive for each school year in which he/she does not participate in the insurance program the following amounts:

a. For non-use of hospitalization, surgical/major medical and prescription drug - $115 per month.

b. For non-use of dental - $10 per month.

3. Stipend payments shall be made in three (3) installments:

a. First pay in December (for 4 months of August, September, October, November)

b. First pay in April (for 4 months of December, January, February, March)

c. First pay in August (for 4 months of April, May, June, July)

4. In order to receive a scheduled payment, a teacher must be under his/her contract for the entire month of non-use. Any unpaid leave of absence in excess of five (5) workdays in total in any month of non-use during the school year shall make the teacher ineligible for receipt of the stated amount for that month.

5. In the event of a change in marital status, family structure, family employment, or if a teacher loses his/her present insurance coverage, the teacher may re-enroll in the program. In order to re-enroll the teacher shall notify the Treasurer in writing of his/her desire to re-enroll and the reason. Re-enrollment will occur after receipt of the written notice by the Treasurer.

a. In the event a teacher lost coverage elsewhere and became a participant in the Howland health benefits contract, there would be no denying of claims due to a pre-existing condition.

b. If none of the above are applicable, the employee may not re-enroll for a period of twelve (12) months from the withdrawal from the program. Other than provided above, re-enrollment will be effective in September and must be in writing to the Treasurer.

6. It shall be the responsibility of the teacher to notify the Treasurer's Office in writing during the month of November if he/she desires to withdraw from the insurance program for that school year.

7. Payments for insurance non-use shall not be considered wages applicable to any STRS calculations.

8. This payment shall be treated as part of the District's "cafeteria plan" under Internal Revenue Code Section 125 and shall be subject to all "cafeteria plan" requirements.

I. Notice to HCTA

Treasurer shall notify the President of insurance premium costs each year by March 1st.

ARTICLE VIII

LEAVES

The leaves provided herein shall be available to all regular full-time and part-time members of the bargaining unit. For the purpose of this Article, a "day" or "week" shall be that number of hours or days to which such member is regularly assigned. A part-time employee is one who is regularly assigned throughout the school year but is assigned to work less than 2,150 minutes per week.

A. Sick Leave

1. Each member of the bargaining unit shall be entitled for each completed month of service to sick leave accrual of one and one-fourth (1-1/4) days. Employees may use sick leave upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, after an adoption for conditions certified by a doctor, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family.

2. Immediate family is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, foster children, grandparents, and grandchildren. Any individual(s) living in the same household in permanent and domestic character under one head shall also be defined as a member(s) of the immediate family. If said individual(s) has/have been reported to the Treasurer of the Howland Schools on the proper form. The member of the bargaining unit shall be responsible for keeping this information current.

3. In the event of the death of a member of the bargaining unit's immediate family, sick leave may be used. Immediate family, for this purpose, shall be defined as follows: mother, father, foster mother, foster father, mother-in-law, father-in-law, child(ren), wife, husband, brother(s), sister(s), brother(s)-in-law, sister(s)-in-law, foster child(ren), grandparents, grandchild(ren), uncle(s), aunt(s), niece(s), or nephew(s).

4. Members of the bargaining unit accrue to their credit fifteen (15) days sick leave per year.

5. 150 days of sick leave benefits may be transferred from another Ohio school district or public employing agency of Ohio to the Howland Local School District.

6. Each member of the bargaining unit shall be advanced five days of sick-leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four months of service have been completed, such member of the bargaining unit may not be lawfully advanced additional sick-leave credit. The five-day advance is to be deducted from the future accumulation of sick-leave credit the member of the bargaining unit earns on the basis of completed months of service under provisions of the uniform sick-leave law. (Reference Section 3319.141 ORC).

7. Unlimited sick leave accrual shall be granted by the Board to all members of the bargaining unit. Said unlimited sick leave accrued can be used by all members of the bargaining unit during a given school term(s).

8. The Superintendent shall require a member of the bargaining unit to furnish a satisfactory statement on ABSENCE REPORT OF EMPLOYEES form furnished by the Board to verify the use of sick leave. If medical attention is required, a certificate stating the name and address of the licensed physician consulted may be required to verify the use of sick leave. Fraudulent use of sick leave shall be grounds for disciplinary action. (Reference Section 3319.141 ORC).

9. Each member who has used zero sick days in a grading period shall receive a $200 stipend to be paid in the second regular payroll following the nine-week grading period. Each member who has used zero sick days for the entire school year shall receive an additional $200 stipend ($1,000 total Sick Leave Conservation incentive per school year).

10. When a part-time member of the bargaining unit is assigned "full-time," the total accumulated and unused sick leave days to the credit of such member shall be pro-rated and credited as "full" days of 7 hours and 10 minutes.

11. **Sick Leave Bank**

    a. **Establishment**

        i. Each bargaining unit member may contribute one day of his/her accumulated severance days to the Sick Leave Bank during the enrollment period. The enrollment period will be from August 20 through September 15 of each school year.

New teachers hired after the school year has commenced will have two (2) weeks to enroll. The donated day is not returnable.

ii. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.

b. **Operational Procedures**

i. Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

ii. A loan will be limited for the use of days for personal illness. A doctor's statement is required with the application in order to be considered for a loan.

iii. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.

c. **Loan and Payback Procedures**

i. The maximum number of days that a person may borrow is 20% of the total days in the bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

ii. The member who borrows days will pay back the days at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

d. **Sick Leave Bank Committee**

i. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Howland School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). shall be formed to administer the Bank and to provide the information whereby the business office of the Howland

School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

a) Superintendent of Schools of the Howland School District or his designee.

b) The HCTA president or his designee.

c) The Treasurer of the Board.

d) Two bargaining unit members. These members are to be appointed by the HCTA president. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.

ii. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

iii. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The HCTA president will designate the chairperson prior to the first meeting of the SBC.

iv. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Borrow Days form.

B. <u>Dependent Care Leave</u>

1. **Definition** – Dependent is anyone identified in Article VIII, Section A, 2.

2. **Notification of Dependent Care Leave** – A teacher who desires a dependent care leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.

3. **Length of Dependent Care Leave** – A dependent care leave shall consist of the remainder of the school semester or year and up to two additional years if so desired. However in the case of an adoption, the leave shall consist of a longer or shorter period of time than the remainder of a semester to any member of the bargaining unit who requests any number of days up to twelve weeks. (See Section L. Length of Unpaid Leaves)

4. **Termination of Dependent Care Leave**

   a. Upon written request by the teacher to the Superintendent, a dependent care leave of absence may be terminated at the end of a semester or year or any time with the approval of the Superintendent under the following conditions:

      i. The reassignment to duty in all cases of a dependent care leave shall be in accordance with the recommendation of the Superintendent and the needs of the school district. No employee shall be assigned to a position for which the employee is not qualified.

      ii. Return to duties shall be guaranteed no later than the first work day of the school semester or year following the date that the Superintendent has received the written request from the teacher.

   b. Any teacher who exercises his/her right to dependent care leave during the school year shall notify the Superintendent by 30 calendar days prior to the beginning of the second semester of his/her intention to return to work for the second semester or by April 1st of his/her intention to return to work the following school year or continue on dependent care leave. If an adoption occurs during the second semester, he/she shall notify the Superintendent as soon as possible, but no later than July 10, of his/her intention to return to work the following school year or to continue on dependent care leave.

   c. A member of the bargaining unit returning from a dependent care leave shall be reinstated in the position, or an equivalent position, which was vacated.

5. **Insurance Coverage** – All insurance coverage shall be continued for those who are on dependent care leave upon payment of the premium by the teacher to the Treasurer by the 25th day of each month.

C. Paternity Leave

The Board shall grant three (3) days of leave per school year, chargeable to sick leave or personal leave, at the discretion of the member of the bargaining unit, to

any member of the bargaining unit who fathers a child or who adopts a child during the school year.

D. Personal Leave

1. Personal leave is authorized by the Board as a fringe benefit to members of the bargaining unit who find it unavoidable to be absent from their contractual obligations to conduct personal business which cannot be conducted at a time other than during such member's regular duty day. The Superintendent may require a member of the bargaining unit to certify the leave is for the conduct of personal business which cannot be conducted during times other than the teacher's regular duty day. Falsification of such statement shall be grounds for disciplinary action.

2. Each teacher shall be entitled to four (4) days of personal leave each year with pay. If the teacher requests four (4) consecutive personal days, the teacher's request shall require the Superintendent's approval. Teachers who are employed for part-time assignments or are employed during the school year shall be entitled to one (1) personal day with pay for each 45 full-time equivalent days of service during any one school semester. Such leave shall be granted upon written request filed by the teacher with the Superintendent's designee no later than three (3) days prior to taking the leave, except in the case of an emergency where prior notice is not possible. On any day there will be a 4% cap with a maximum of four (4) persons per building exclusive of all emergency days. For the day preceding or the day following a legal holiday, term break, vacation or holiday recess, NEOEA day, or Presidents' Day, district seniority shall be the determining factor if more than the allotted 4% cap request leave on the aforementioned days. The deadline for a leave request before or after the aforementioned days shall be September 15th of each school year. The Superintendent will notify members regarding the confirmation or denial of such requests by September 30th. The above limitations may be waived at the discretion of the Superintendent in the case of an emergency or for extenuating circumstances. In addition, the leave may not be taken on election days for the purpose of working at the polls for payment by the Board of Elections.

3. Personal leave may be used during convocation day or in-service days scheduled at the beginning of the school year *only* for extenuating or extreme circumstances *and* upon approval of the Superintendent. Requests must be made to the Superintendent five (5) days in advance of intended use. Such leave shall not extend beyond two (2) consecutive days. Falsification and/or abuse of said leave shall result in disciplinary action.

    a. Examples of emergencies are:

        i. Request to attend funeral of a close friend or distant relative.

ii. To attend to legal or business affairs which cannot be resolved except during the hours school is in session.

iii. A husband, wife, or child leaving for military service on a school day.

iv. Weather conditions so bad as to make it impossible for a member of the bargaining unit to come to school, such as being cut off by high water or stuck in the snow without immediate help.

4. Unused personal leave shall be converted to sick leave at the end of each school year.

5. Each teacher shall be entitled to three (3) days of unpaid personal leave each school year. Upon the approval of the Superintendent, or his/her designee, an additional two (2) days of unpaid personal leave shall be granted. Such leave shall be granted, as authorized herein, upon written request filed by the teacher with the Superintendent or his/her designee no later than three (3) days prior to taking the leave, except in the case where prior notice is not possible. For each additional day of unpaid personal leave used over the three entitled unpaid personal days, there will be an additional $100.00 charged to the per diem deduction from the teacher's pay to recognize the value of total compensation.

E. Inclement Weather Leave

If an announcement is made that there is no school, no member of the bargaining unit is required to report and no deductions will be made.

F. Military Leave

1. Any member of the bargaining unit who is drafted into any branch of the armed forces of the United States, or is called to active duty service with a reserve unit, shall be reinstated in his/her position, or an equivalent position, when honorably discharged from such service.

2. Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service.

G. Professional Leave

1. The Superintendent may authorize absences of members of the bargaining unit for professional purposes, with full pay, not to exceed three (3) school days in any school year. If any bargaining unit member holding a

supplemental contract should need more days for any legitimate reason related to that activity, such days may be granted at the discretion of the Superintendent not to exceed a total of five (5) professional days authorized pursuant to this Section. Should the necessary professional leave due to supplemental duties coincide with a conference night, the member will be expected to make up only the duties of communication and not the actual hours of the conference night. The member of the bargaining unit shall make application for the authorization of such absence at least ten (10) days in advance of the occurrence of such leave unless the scheduling of the event necessitating the request for leave was beyond the control of the member. (Example: A tournament game/match not appearing on the school calendar). The decision to authorize such absence in a specific instance shall be based upon length of service, previous record of absence, the purpose of the absence, or the availability of funds.

2. The absence from school of a member of the bargaining unit who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with professional leave in lieu of personal leave. Professional leave is not accruable nor accumulative. It is only activated when and if the member of the bargaining unit is authorized to be absent for purposes of attending professional meetings.

H. Sabbatical Leave

1. Any member of the bargaining unit who has served continuously in the Howland Local Schools for a period of at least five (5) years and who holds a professional, permanent certificate or a five-year license may be granted Sabbatical Leave for professional improvement for one full semester or two full semesters, but not longer than one school year.

2. If approved for Sabbatical Leave, the member of the bargaining unit shall receive 100% of the difference between his/her scheduled salary amount and the amount to be paid to the replacement teacher. Requests for Sabbatical Leave of absence shall be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within thirty (30) days of its receipt. Sabbatical pay shall be paid on the same payment periods and dates as other members of the bargaining unit.

3. No more than 3% of the professional staff may be granted Sabbatical Leave during any school year.

4. Length of service in the Howland School System shall be the prime factor in approval of all applications. It is intended that study and other proposals for professional improvement will include areas dealing with said person's area

of professional competency. The leave shall be based upon a written prospectus for professional growth submitted to and upon prior approval of the Superintendent of Schools.

5. Before beginning Sabbatical Leave, the member of the bargaining unit shall enter into a contract to return to active duty in the Howland Local Schools for a period of at least one year after the expiration of such leave. A member of the bargaining unit returning from Sabbatical Leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Howland School System.

6. Any member of the bargaining unit who is granted Sabbatical Leave shall retain all rights of tenure, retirement, insurance, automatic increases in salary rating, and payroll deductions, the same as though teaching during the period of leave.

7. At the expiration of the leave, the member of the bargaining unit shall be reinstated to his/her former assignment unless the position is not available. A consultation shall be arranged after which the Superintendent shall recommend to the Board a new assignment in the best interest of the member of the bargaining unit and/or the school.

8. Sabbatical Leave for professional improvement will not be granted to any member of the bargaining unit more often than once for every five (5) consecutive years of service, nor will it be granted a second time to the same individual when other members of the staff in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such leave.

9. All insurance coverage shall be continued for those who are on sabbatical leave upon payment of the premium by the teacher to the Treasurer by the 25th day of each month.

I. Released Time Leave

The Board shall grant the President of the Association or his/her designee five (5) paid teaching days of his/her choice per year to conduct the business of the Association. The released time shall not be deducted from his/her emergency, personal, or professional or other leave as already established by the Board and listed in the Staff Handbook.

J. Leave of Absence for Illness or Disability

1. The Board shall grant to members of the bargaining unit a leave of absence for personal illness or disability for up to two consecutive school years. Such leave shall be without pay and may be, at the member's request, for either (a) part or all of a semester, (b) the remainder of the school year, (c) either one or two school years if requested between school years.

2. The written application for the leave of absence for medical reasons shall state the length of the leave and must be accompanied by a statement from the attending doctor. The doctor's statement shall contain the recommendation that the teacher be relieved of duties.

3. An earlier termination of this leave, if requested in writing by the member, at least 15 days prior to such termination, shall be granted by the Superintendent, provided a position for which the member is certified/licensed is available.

4. Upon return from such leave, the member shall return to the same (or comparable) position.

5. Upon subsequent requests, the Board may grant additional leaves of absence for disability and/or personal illness.

6. Whenever a teacher has been absent from active service a sufficient number of days to exhaust his/her accumulated sick leave days, and continues in absence without applying for a leave of absence under this Section, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. The member on leave shall notify the Superintendent prior to July 10 of the last year of the leave of his/her intention to return to work the following year.

7. Any teacher who misuses or refuses to comply with the terms and conditions of this Section J is subject to suspension and/or termination of his/her contract by the Board of Education.

K. Assault and/or Battery Leave

1. An area of common concern to teachers, administrators, and the Board is the maintenance of orderly conduct within the schools in order that the educational program can accomplish its goals. Ohio Revised Code Section 3319.41 provides for the right of teachers to defend themselves and the right of the Board to adopt reasonable rules and regulations in this area, and Section 3313.661 covers the suspension and expulsion of pupils.

2. The Board hereby assures teachers that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of discipline. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without

favoritism as to race, creed, color, or sex. It is recognized and agreed that there is a continuing need to revise discipline policies and procedures.

3. When an assault and/or battery occurs, the teacher has the right to defend himself/herself and/or obtain assistance.

4. The principal should be immediately notified to call the police, parents, and the Superintendent. If the principal is not available, a teacher may call the police.

5. As soon as possible, the teacher will report in writing to the school principal and the Superintendent all cases of assault and/or battery suffered by him/her in connection with his/her employment. It shall be the duty of the Superintendent to inform the Board of Education of these cases when so requested.

6. Any time a teacher employed by the Board is a victim of a serious assault and/or battery by a pupil, the pupil will be immediately removed from the classroom (or extra-curricular activity) and the provisions of the Due Process for Suspension and Expulsion and Emergency Removal from Curricular and Extra-Curricular Activities (5600) adopted by the Board shall apply.

7. Professional personnel who are injured as a result of an assault and/or battery inflicted while performing school duties on school property, or while performing school duties on other premises, shall be granted a paid assault and/or battery leave by the Board in lieu of paid sick leave for up to seven (7) days. The amount paid shall be reduced by the amount of Workers' Compensation received by the employee. In order to be eligible for assault and/or battery leave, the employee shall be required to submit a physician's verification that the condition exists as a result of the said assault and/or battery. (Section 3319.14.3, Ohio Revised Code).

L. Length of Unpaid Leaves

1. Employees may request an unpaid leave of absence (other than illness or disability) for less than a full school year. The Board shall have discretion to grant such leave provided the Board is not arbitrary or capricious in denial or granting of such leave.

2. If the request for such leave is for the remainder of the year, then such leave shall be granted by the Board.

M. Return from Unpaid Leave(s)

No teacher granted an unpaid leave of absence pursuant to Article VIII shall return to service prior to the expiration date of such leave without the express written

approval of the Superintendent. If a teacher on a leave of absence is to return to active duty at the beginning of the next ensuing school year, such teacher shall advise the Superintendent in writing on or before March 1st, prior to the expiration of

such leave of such teacher's intention regarding returning to active duty status. Failure to provide such written notice or failure to return to service at the stated termination date of such leave shall immediately thereupon create a position vacancy which shall be filled subsequent to compliance with the posting requirements as set forth in Article X of this contract. The penalties of this section shall not be imposed upon the member establishing that the failure to provide such written notice was by reason of such member's physical or mental disability.

N. Special Unpaid Leaves of Absence

1. The Board may grant a supplemental leave of absence to any member of the bargaining unit that has accepted a supplemental contract that school year and cannot meet his/her obligation. The Board shall consider that individual when filling the supplemental vacancy the following school year.

2. In the event of personal illness or illness in the immediate family (as defined in Article VIII, Leaves, Section A (2) a bargaining unit member that has accepted a supplemental contract shall be granted a leave of absence for that school year only. The activities director will appoint a temporary replacement for one year. The member of the unit who has been granted the leave for the purpose of personal or immediate family illness shall be offered the supplemental contract for the activity the following year.

O. Family and Medical Leave

1. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible Employee is entitled to up to 12 weeks of FMLA leave in any 12-month period. An Employee is permitted to take this leave for the following reasons:

    a. The birth of a child, and to care for the newborn child within one (1) year of birth;

    b. The placement of a child with the Employee by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;

    c. The Employee is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and

    d. Employee's serious health condition prevents him/her from performing the functions of his/her job.

e. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserve).

f. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.

2. Definitions

a. Eligible Employee: A person who has been employed for at least twelve (12) months by the Board and performed at least 1,250 hours of service for the Board over a 12-month period preceding the commencement of the leave.

b. Twelve Month Period: The 12-month period measured forward from the date of an Employee's first FMLA leave begins. An Employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

3. Simultaneous with the Board granting an eligible employee FMLA leave (in accordance with the Act's qualifications), the Board will utilize the employee's accrued sick leave in accordance with this Agreement.
4. If the Employee has not accrued adequate paid leave to cover the entire 12-week period of FMLA leave taken under this provision, the remaining weeks of FMLA leave will be taken without compensation.

5. An Employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.

6. The Board of Education shall comply with and implement the terms and conditions of the Family & Medical Leave Act pursuant to adopted Board policy and the final implementing regulations of the FMLA.

ARTICLE IX

SENIORITY

Except as hereinafter provided, seniority as used in this Contract shall mean:

A. Defined

1. Full-Time

The total length of service while a member of the bargaining unit with the Howland Local School District, excluding unpaid leaves of absence. The length of service of a teacher who has returned to employment following any interruption, except a paid or unpaid leave of absence, shall be measured from the date of return. If two or more individuals have the same length of service, seniority shall be determined from the earliest date of actual service in the district. If two or more individuals have the same date of actual service, seniority shall be determined from the date of the Board meeting at which the individuals were hired. If two or more individuals were hired at the same Board meeting, seniority shall be determined by the flip of a coin before two witnesses. Service rendered beyond the regular school day or beyond the regular school year shall not be considered as "service" for the purpose of calculating seniority. No seniority credit shall be adjusted by reason of a standard work day for all members of the bargaining unit of more than or less than 7 1/6 hours nor for a standard work year or more than or less than 183 days. Service as a home instructor shall not be considered as "service" for the purpose of calculating seniority.

2. Part-Time

Seniority credit earned after July 1, 1988, by regular, part-time members of the bargaining unit who render service during the regular school year, shall be determined by totaling the number of hours worked during the school year and dividing such total by 7 1/6 and dividing that number by 183. This calculation shall exclude unpaid leaves of absence. Service rendered beyond the regular day or beyond the regular school year shall not be considered as "service" for the purpose of calculating seniority. Service as a home instructor shall not be considered as "service" for the purpose of calculating seniority.

3. When the seniority of a full-time bargaining unit member and a part-time bargaining unit member has to be determined, the hourly method used in number 2 above shall be used to determine seniority. If that calculation should be the same, then the determination shall be made by a flip of the coin.

B. Guidelines

1. Individuals who are employees on July 1, 1988 and are serving or who have served in an administrative position shall be granted bargaining unit seniority for all years of service in the Howland Local School District, except unpaid leaves of absence.

2. Employees whose initial employment to an administrative position occurs after July 1, 1988 shall be granted bargaining unit seniority only for those years of service earned while a member of the bargaining unit, excluding unpaid leaves of absence.

3. Effective July 1, 1988, a "year" shall be defined as actual service in the Howland Local School District of not less than one hundred twenty (120) days within a school year.

4. The provision of this Article shall be governing unless specifically violative of Federal and/or state statutes.

ARTICLE X

CHANGES IN ASSIGNMENT OR TRANSFER OF PERSONNEL

A. Certification

The administration shall not assign certificated/licensed personnel outside their fields of certification/licensure except for good cause. Such assignment shall be temporary and shall be remedied as soon as possible.

B. Vacancy/Posting

1. A position vacancy shall be defined as:

   a. Death of a bargaining unit member

   b. Retirement of a bargaining unit member

   c. Resignation of a bargaining unit member

   d. Extended leave of absence (for a full school year) of a bargaining unit member

   e. Creation or restoration of a bargaining unit position

   f. Non-renewal of a bargaining unit member

   g. Termination of a bargaining unit member

   h. Transfer or promotion of a bargaining unit member

2. All postings shall be emailed to all employees via their school email account.

3. Whenever a vacancy occurs, that vacancy shall be filled after first reviewing the qualifications of any teachers on the RIF recall list.

   a. If there is no RIF list, the process to fill said position shall proceed to #4.

   b. If there is a RIF list, and no other more senior certified/licensed staff members were displaced as a part of the same necessary RIF, the position shall be offered to the most senior certified/licensed member on the RIF recall list.

   c. If there is/are teachers on a RIF recall list, and there was a displacement of a more senior certified/licensed member as a part of the same necessary RIF, the position shall be first offered to the most senior certified/licensed displaced member provided that the most senior certified/licensed member on the RIF list possesses the certification/licensure necessary to assume the displaced member's current position. All transfers must be consistent with the requirements of this Agreement.

4. If no teachers remain on the RIF list who are certified/licensed for the vacancy, it shall then be offered to part-time teachers. All qualified part-time applicants will be given careful consideration and shall be interviewed. If a full-time vacancy occurs during that school year, the part-time member shall be interviewed first and considered for the position. If a full-time vacancy occurs for the following school year, the part-time member shall be interviewed first and considered for the position by July 10.

5. All position vacancies not filled through the provisions of Section B. 3. and 4. shall be posted at least five (5) business days before such positions are filled when said vacancy is known during the school year.

6. Teachers requesting transfers shall send letters to that effect to the Superintendent.

7. The administration shall consider all requests for transfer or change in assignment.

8. The administration shall appoint the most senior certified/licensed applicant from the bargaining unit to fill the vacancy when the applicant possesses certification and/or licensure which allows him/her to assume such position. However, certified/licensed employees are limited to a change in assignment to no more than 2 times in a five (5) year period and must remain in the same assignment for a minimum of three (3) years prior to any change unless mutually agreed upon by the teacher and the Superintendent. A newly hired employee, directly following his/her initial year of hire, is not subject to this provision in accordance with Article X, Section B.11.

If the applicant who is awarded the position has not taught in the area of certification/licensure in the last three (3) years, the Board shall require the teacher to attend professional development in the subject/certification area, which may include in-service meetings at Board expense. No more than three in-service meetings shall be required except by mutual agreement. In addition, the teacher shall meet with his/her building administrator on a monthly basis to review performance expectations and job goals until such time the building administrator determines the teacher has been appropriately acclimated to the new position and meets building expectations.

If in a K-4 building one grade level class is going to be eliminated and added at another grade level because of enrollment, then the displaced teacher shall have the option to move to the other grade level without posting. If the displaced teacher does not exercise that option, then the added class shall be posted.

9. A position shall be considered vacated on the date the bargaining member notifies the Superintendent of retirement/resignation in writing. Administration shall not be required to post a vacancy that occurs on or after August 15th and may fill the vacancy with a long-term substitute who shall not be considered a bargaining unit member but shall have salary and benefits as provided in Article V, Section I. At the end of that school year, the vacancy shall be posted and filled in accordance with provisions of Article X.

10. With the HCTA President's approval, position vacancy postings can be limited to five days or fewer as needed as the next year's school opening approaches.

11. Upon initial hire of a full-time bargaining unit member, that member cannot transfer to another position in a different area of licensure for that initial hire year.

C. Involuntary Transfer

1. Prior to August 1 certificated/licensed personnel shall be notified of any expected change in their school building, grade level, and/or subject assignment for the coming year unless the change in assignment is necessitated by return of a teacher from the recall list. An individual so notified shall have the right to a conference upon request.

Involuntary transfers may be affected only for just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit member and the Association. Cause for involuntary transfer

includes only cause involving the individual's performance, or as part of a necessary reduction in force, as determined pursuant to this Agreement to maintain the most senior staff possible district wide consistent with the requirements of this Agreement.

When it becomes necessary to make changes (excluding promotions) in a school building, grade level, and/or subject assignment, the Superintendent or his/her designated representative will make such changes on the following basis:

a. The Administration shall determine the staffing needs of each building, grade level and/or subject assignment by August 1 of each school year.

b. If a teacher must be moved from the building, grade level and/or subject area, that change will first be discussed by the Administration with the persons currently teaching at that building, grade level or subject area. The Administration shall first consider volunteers to make the change.

c. If no teacher volunteers for the transfer, then the least senior teacher at that grade level or subject area shall be moved consistent with the requirements of this Agreement.

d. In the event a teacher volunteers for the position, the Superintendent may select between the volunteer and the least senior teacher at the grade level or subject area.

e. If the least senior teacher at a grade level or subject area is required to transfer from his/her current building due to no availability of any current positions, then that person may displace another less senior person teaching in a position that he/she is certified/licensed for in the building as long as that transfer will not displace the less senior teacher from a teaching job in the Howland School District. All transfers and displacements must be consistent with the requirements of this Agreement.

D. <u>Application to Reduction-in-Force</u>

1. Nothing in this section shall require the Board to fill a vacancy if it (the Board) is acting in compliance with Article XII - Reduction-in-Force.

2. No voluntary or involuntary transfer shall be implemented that would cause the layoff of a more senior bargaining unit member. No voluntary or involuntary transfer shall be implemented that would prevent the recall of a bargaining unit member while a RIF is in effect.

ARTICLE XI

ADMINISTRATIVE AND SUPERVISORY VACANCIES

Vacancies in the administrative and supervisory positions in the Howland Local School System shall be filled by the most qualified applicant who meets the criteria outlined on qualification sheets and job descriptions distributed to the principals for posting. Qualified members of the bargaining unit will be considered when they apply.

ARTICLE XII

REDUCTION IN FORCE (hereinafter "RIF")

A. Reasons for Implementing RIF

1. Decreased enrollment of pupils
2. Financial Reasons
3. Return to duty of regular teacher after leave of absence
4. Suspension of schools or territorial changes affecting the school district

B. Seniority List

1. All teachers in the Howland Local School District shall be placed on a seniority list in their area of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed.
2. Substitute teachers shall not be included on the seniority list except as provided in Section 3319.10 of the Ohio Revised Code.

C. Attrition

The number of positions affected by a RIF, in whole or in part, may be avoided or limited by not employing replacements for employees who retire or resign whenever possible, or whose contracts are not renewed on the basis of performance.

D. Suspension of Contracts

1. Reductions which cannot be achieved through attrition shall be made by suspending teaching contracts of employment. Notice of suspension shall be given on or before June 1st.

2. Teachers whose jobs are in jeopardy shall be notified of the anticipated RIF in writing not later than May 1st. Such notice shall specify the reason(s) for the anticipated reduction in force. Copies shall be provided to the Association.

3. Before implementing a reduction in force by the suspension of contracts, the Board shall give written notice to the Association, through its President, of its intent by May 1st. Not later than May 15th, the Association shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing its views on the proposed RIF.

4. Suspension of teacher contracts will not be on the basis of seniority, except in circumstances when choosing between teachers with comparable evaluations. Teachers whose contracts have been suspended shall be placed on a RIF list compiled from the seniority list in Section B.

   Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with "comparable evaluations" as defined in Section D. number 5 of this Article XII. In those instances where seniority is involved (i.e., comparable evaluations) employees with longer continuous service will be retained in preference to those with less continuous service certified/licensed to teach in the same field. For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure. When reductions are necessary, the Superintendent will make reductions according to the following order:

   a. Teachers holding temporary certificates/licenses shall be the first to have their contracts suspended.

   b. If further reductions are necessary, limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

      i. By comparable evaluations as defined in Section D. number 5 of this Article XII.

      ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

c. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

i. By comparable evaluations as defined in Section D. number 5 of this Article XII.

ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

5. For the duration of this Master Agreement "comparable evaluations" of OTES teachers will be defined as all summative evaluation ratings above "Ineffective".

Thereafter, the parties may negotiate "comparability" in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

For the duration of this master agreement and for the purposes of reduction in force, a teacher who attains a designation of "Ineffective" due predominantly to student growth measures (Value Added data, SLO's or any combination of the two), will be considered "comparable" with all other teachers.

6. For purposes of reduction in force, bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES members), decisions on layoff, retention, and recall will be in accordance with seniority.

7. **Recall**

a. No new teachers shall be employed by the Board while there are teachers on the Reduction-in-Staff list who are certificated/licensed for any vacancy in a teaching position.

b. In the event that vacancies become available, the Board shall recall teachers to active employment status by giving written notice to them. Said written notice shall be sent to the teachers' last known address and a copy to the Union. It shall be the responsibility of each teacher to notify the Board of any change in address.

c. Seniority shall not be a factor in recalling any bargaining unit member, unless this decision is between teachers with comparable evaluations.

d. If a teacher fails to accept active employment status within five (5) business days from the date said notification was delivered by mail with confirmation, and by email, said teacher shall be considered to have declined said offer and shall be removed from the Recall list. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification; and any desire to have their names removed from the recall list.

e. A teacher on the Recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, sick leave, and salary schedule placement as said teacher would have earned before suspension or non-renewal.

f. Teachers shall remain on the Recall list for a period of two (2) years from the last day of active employment by the District unless the teacher has accepted, prior to such time, contracted employment in another school district which shall automatically remove the teacher from the list. Teachers who possess continuing contracts and are RIF'd shall remain on the RIF recall list until they are either recalled or until they turn down an offer of employment in the Howland Schools. When selecting from teachers with comparable evaluations, teachers on the RIF list shall be offered reemployment to positions for which they are certified/licensed in the order of seniority at the time they are suspended. If a part-time position becomes available for a teacher on the RIF list, it shall be offered to the teacher. The teacher on the RIF list may accept the position or decline the position without being removed from the RIF list.

g. A teacher who has been released shall, if he/she desires, be placed on the substitute list.

E. Availability of Seniority and RIF Lists

Both the seniority list and the RIF list described above shall be made available to the HCTA President.

F. Non-Renewal of Limited Contracts

Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher in accordance with Article XIV of this agreement or to utilize the procedures provided for in ORC, Section 3319.17.

ARTICLE XIII

TEACHER EVALUATION

For Non-OTES Members:

Syllabus For Use With Evaluation Instrument

A. Philosophy

The teacher appraisal system must be linked to professional growth and improvement in teaching performance. It should allow for the development of a close relationship between the teacher and the appraiser. The goal of the appraiser and the teacher must be an authentic (sincere) attempt to assist in professional growth and development.

B. Objectives

1. Provide opportunity for improvement of the teaching and learning process.
2. Provide an opportunity to improve rapport between staff and administration.
3. Provide appraisal by specific criteria.
4. Provide basis for determining re-employment or non-renewal.

C. Terms

1. **Formal Observation** – is at least a 30 minute but not more than a 45-50 minute uninterrupted visitation by the appraiser into the classroom of the appraisee.
2. **Formal Appraisal** – is the total appraisal procedure including the completed Background Information Sheet, the Formal Observation Checklist, the Appraisal Report, the Conference, and both parties having signed the Appraisal Report.
3. **Appraisee** – is the certified/licensed staff member, sometimes called teacher in this Syllabus, but also including Counselors, Nurses, and Librarians.
4. **Appraiser** – is the principal and/or designated assistant principal.
5. **Consultant** – is a county supervisor or Board-approved professional educator requested by the teacher to give professional guidance.
6. **Principal** – is the person in charge of appraising and is responsible as the instructional leader.

7. **Teacher Background Information Sheet** – is an information sheet that is filled out by the Central Administration Office or Principal's Office except for the section entitled Professional Activities. This is completed during the appraisal conference or other convenient time to both parties.

8. **Observation Checklist** – is made up of three areas. These areas include Classroom Observation, Professional Qualities and Personal Qualities which the appraiser will check prior to the appraisal conference with S meaning Satisfactory or NI meaning Needs Improvement.

9. **Appraisal Report** – instrument which appraiser completes prior to the appraisal conference from the Observation Checklist.

10. **Request for Postponement of Formal Observation** – a mutual agreement between appraiser and appraisee that a formal observation be postponed.

11. **Home Building** – that building designated by the Superintendent as the base of operations for a traveling teacher.

12. **Appraisal Instrument** – shall consist of three sections which are

    a. Background Information Sheet

    b. Observation Checklist, and

    c. Appraisal Report and appraisee's comments if required.

    All the sections must be completed to constitute a complete appraisal.

13. Unsatisfactory Appraisal - a formal appraisal in which the overall rating on the Appraisal Report is indicated to be unsatisfactory.

14. School Days - shall mean days when teachers are required to be in attendance whether or not the students attend.

D. Procedures

1. Focus of the appraisal procedure is to be on teaching performance.

2. Appraisal is to be conducted by the principal or his designated assistant principal.

3. The appraisal procedure should be the same for all professional staff, regardless of the school, level of assignment, and position presently held.

4. All teachers, counselors, librarians and nurses will receive a copy of the **Syllabus For Use With Appraisal Instrument** within the first week of each school year.

   Each year, in-service work shall be conducted in September for teachers and administrators regarding the teacher appraisal procedure.

5. Classroom Observation Procedure

   a. For appraisal purposes, the teachers in the Howland School District are divided into three categories:

      i. Tenured Teachers

         a) One formal appraisal every three years will be made of tenured teachers.

         b) The appraisal must be completed on or before December 31 of the year of appraisal.

         c) An unsatisfactory overall teacher appraisal report will require another formal appraisal before March 31 of the year of appraisal.

         d) A teacher may request the assistance of a consultant for professional growth.

         e) A teacher may request a formal appraisal at any time convenient to both parties.

         f) Any tenured teacher who is having performance problems and whose job may be in jeopardy shall have a minimum of two appraisals with no less than forty-five (45) days for the teacher to correct any deficiencies.

      ii. Limited Contract Teachers with Three or More Years Teaching Experience at Howland

         a) One or two formal appraisal(s) per school year will be made of limited contract teachers with three or more years teaching experience.

         b) The first appraisal must be completed on or before December 31st .

c) An unsatisfactory overall teacher appraisal report will require another formal appraisal before March 31st .

d) A teacher may request the assistance of a consultant for professional growth.

e) A teacher may request a formal appraisal at any time convenient to both parties.

iii. Teachers with one or two years of teaching experience and first year teachers in the Howland School District

a) At least two formal appraisals per year will be made on these teachers. Up to two additional appraisals may be conducted during a school year.

b) The first appraisal must be completed on or before December 31st ; the second on or before March 31st . If up to two additional appraisals are to be conducted, the affected teacher shall be notified no less than 10 school days prior to the appraisal(s).

c) A teacher may request a formal appraisal at any time convenient to both parties.

d) A teacher may request the assistance of a consultant for professional growth.

b. An observation of at least 30 uninterrupted minutes but not more than 45-50 uninterrupted minutes will take place before the Appraisal Report is completed.

c. All observations shall be done in the open and with full knowledge of the teachers.

d. A formal observation will be postponed by mutual agreement between the appraiser and the appraisee.

e. The appraiser will arrange a conference with the appraisee within five (5) school days of the observation except as mutually agreed to by both parties.

f. Three copies of the appraisal report are to be signed by both parties. One copy is for the principal, one for the Superintendent, and one for the teacher.

g. The teacher has the option to concur or not concur with the appraisal. If the teacher disagrees with any or all items, he/she must submit three copies, in writing, of his/her own statement of rebuttal within five (5) school days of the appraisal conference. The rebuttal will become permanently attached to all three copies of the appraisal report.

h. Although it is understood this appraisal system will evolve with usage, no change may take place in this agreement without the consent of both parties.

i. Prior to the implementation of this teacher appraisal system, all appraisers will participate in sufficient in-service work to enable them to appraise professional educators intelligently and fairly. This in-service education shall be the responsibility of the Superintendent.

j. Nurses, counselors, and librarians will be appraised in the same manner as classroom teachers, with the exception that classroom observation will not apply. Instead, Performance Checklists will be used and shall be included as part of the appraisal system.

k. Traveling teachers will be observed in their home buildings. Upon request of the traveling teacher, and/or administrator, additional appraisals shall be made by another appraiser(s) in other assigned building(s).

l. Observations of Study Hall, Cafeteria, Playground, Co-Curricular, and/or Bus Duties will not constitute formal observations but may be included under General Comments on the Teacher Appraisal Report.

6. **Contents and Implementation of the Teacher Appraisal Instrument**

a. A **Background Information Sheet**, lines 1 through 10, will be completed by the Central Administration Office or the Principal's Office for each teacher by September 15 of each school year. Line 11 will be completed jointly by the appraiser and the teacher before September 30. Additional information may be added at any time.

b. An **Observation Checklist** will be completed by the appraiser for each formal teacher appraisal in an indelible form. Section I will be completed during the formal observation. Checkmarks in subsections **Teacher Presentation of Lesson** and **Teaching Aids Used** will indicate procedures observed. In subsections A and B checkmarks will be used to indicate strong and weak points in teaching performance and classroom management during the observation period. Section II, Professional Qualities, and Section III, Personal Qualities, refer to various attributes of the teacher which affect the

educational processes both in and out of the classroom. The appraiser's checkmarks in these sections indicate observations made on a day-to-day basis throughout the school year and are not limited to formal classroom observations.

c. An **Appraisal Report** based upon the information in the Observation Checklist will be completed by the appraiser before or during the conference. During the conference, the teacher will receive an exact duplicate of both the Observation Checklist and the Appraisal Report. The appraiser will then discuss both the Checklist and the Teacher Appraisal Report with the teacher. If any items in Sections I, II, or III are indicated to be in need of improvement, the appraiser must write specific recommendations for such improvement in the spaces provided. Section IV will be completed at the appraiser's discretion. The date of the conference must be indicated on the Teacher Appraisal Report and all three copies will be signed by both the appraiser and the appraisee. The teacher must also check the appropriate box indicating that he/she concurs or does not concur with the appraisal. If the latter box is checked, the teacher must submit within five (5) school days three copies of his/her reasons for non-concurrence. This statement will become a permanent part of the Teacher Appraisal Report and shall be signed by both the teacher and the appraiser. The two signatures will indicate that the conference was held and that all pertinent items on the Observation Checklist and Appraisal Report were discussed.

7. Any "at risk" teacher shall have the agreed to number of appraisals and shall have two observations per appraisal. The provisions of Article XIII, Teacher Appraisal, shall supersede requirements under ORC 3319.111.

E. Teacher Evaluation for OTES Members

For Ohio Teacher Evaluation System (OTES) teachers, a Board-adopted policy for standards-based teacher evaluation will be included in this Agreement, including specific provisions below, and in accordance with Ohio Revised Code Sections 3319.111 and 3319.112. For non-OTES members of the bargaining unit, the pre-existing language of the Article will be utilized.

1. Ohio Teacher Evaluation System (OTES) Training

a. The Board shall provide training for administrators and teachers that ensures awareness of and an understanding of all processes, forms, tools and development of student learning objectives used in the Ohio teacher evaluation system (OTES).

b. The TERC shall develop a written set of instructions on the purpose, mechanics, and dimensions of the evaluation process which will be distributed to all OTES teachers.

c. Written instructions will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument will be utilized.

d. Written instructions and group evaluation instrument training shall be presented to the teachers no later than September 30th. This shall occur in department or building staff meetings offered by the administration during common planning or group meeting time within the contract day.

2. **Evaluators**

a. Evaluation is to be conducted by the credentialed principal or his/her designated assistant principal.

b. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin religion, sexual orientation, marital status, military status, disability, union membership or activism.

3. **Observations**

a. Schedule of Observations

i. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

ii. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment.

b. Observation Conference

i. Formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

ii. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

iii. Pre-conferences shall be conducted in the five days prior to the agreed upon date of the scheduled observation. The purpose of the conference is to review/explain responses to the district approved pre-conference questions.

iv. Post-conferences shall be conducted no later than 10 days following the observation. The purpose is for the evaluator to give written feedback on the observation, record additional evidence provided or clarified by the teacher, and to make suggestions on additional forms of evidence the teacher might need to provide. Evidence may be submitted by the teacher to the evaluating administrator anytime between the first pre-conference and the final summative rating verification meeting.

v. A teacher may request a formal observation at any time in addition to those required by this procedure.

c. Walkthroughs

i. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

a) Evidence of planning; b) Lesson delivery;
c) Differentiation; d) Resources;
e) Classroom environment; f) Student engagement;
g) Assessment.

d. Teachers will be provided with the Informal Observation General Form no later than three days after the walk through. Teachers will have the opportunity to provide comments of the evaluator's feedback on the Informal Observation General form.

4. **Personnel Action Requirements**

a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's file. A copy, signed by both parties, shall be provided to the teacher.

b. For the duration of this agreement, decisions regarding teacher retention, promotion and removal for those teachers that have attained a student growth measure of "below" will not be a factor in these decisions. Best practices indicate that three years of value-added data and three evaluation cycles are recommended to be used for these decisions.

F. Teacher Evaluation Review Committee (TERC)

1. The parties agree on the need for an ongoing comprehensive review of the teacher evaluation system, evaluation instrument(s), and protocol for both OTES and Non-OTES bargaining unit members. To that end, the Teacher Evaluation Review Committee (TERC) will be formed with four (4) members appointed by the Association and three (3) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of recommending changes, attained by majority, to this Article for OTES and non-OTES bargaining unit members and to provide recommendations, attained by majority, to the Board for necessary changes to the Board's standards-based evaluation policy. The TERC shall be an ongoing collaborative committee and recommendations, if any are deemed necessary by the committee, should be made prior to the beginning of each school year/evaluation cycle. Any changes recommended by the TERC will not become a part of this Agreement unless first approved by the Association and adopted by the Board. The TERC will meet no less than four (4) times per year with the first meeting to take place prior to September 30th in order to discuss issues for the upcoming evaluation year, or as otherwise determined by the Committee.

2. **Committee Operation**

   a. Committee agendas can be developed jointly by the co-chairpersons of the committee.

   b. All decisions of the committee will be achieved by majority.

   c. Members of the committee can receive release time for committee work and training and contact hours for licensure renewal.

3. **Student Growth Measures**

   a. All Student Growth Measures may utilize a pre and a post assessment to determine growth.

   b. Teachers may administer the final assessment to determine student growth as defined in the approved Student Growth Measures.

c. Teachers may submit all Student Growth Measure results to his/her evaluator by May 1st.

4. **Final Summative Rating**

The district will submit only the minimum requirements necessary to arrive at a Final Summative Rating to the Ohio Department of Education, no later than May 30th .

ARTICLE XIV

TEACHER FAIR DISMISSAL PROCEDURES

A. Termination of contract of a teacher shall be in keeping with provisions of Section 3319.16 of the Revised Code and related statutory law.

B. Non-renewal of teachers on limited contracts with seven or fewer years seniority shall be in compliance with ORC 3319.11. Non-renewal of teachers' limited contracts for teachers with more than seven years seniority shall be for just cause.

C. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board.

D. Supplemental contracts shall be in effect for a school year and shall not require the non-renewal action by the Board.

ARTICLE XV

WORKING CONDITIONS

A. **Teacher Files**

1. When an oral or written complaint is made by a student(s) or the parent(s) of a student or any other member(s) of the public concerning the conduct, service, character, or personality of a member(s) of the bargaining unit which is deemed serious enough to become a matter of formal record, the member of the bargaining unit shall be informed of the complaint by his/her principal. The member of the bargaining unit and the principal shall attempt to resolve the complaint of the complaining party.

2. When a principal or other administrator finds it necessary to make a notation in a member of the bargaining unit's file which reflects adversely upon the

member of the bargaining unit's conduct, service, character, or personality, he/she shall afford the member of the bargaining unit an opportunity to read such notation. The member of the bargaining unit shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with its contents. The member may challenge the accuracy or validity of such notation. The filing of a written request with the Superintendent or his/her designee shall begin this challenge process. If the notation is found to be false, it shall be immediately removed from the teacher's file. If the notation is found to be inaccurate, it shall be corrected, and the corrected notation shall remain in the teacher's file. The member of the bargaining unit shall also have the right to answer such notation and his/her answer shall be attached to the file.

3. A copy of the administrator's notation shall be given to the member of the bargaining unit.

4. During the evaluation conference, the member of the bargaining unit shall be provided the opportunity to review his/her personal file. If so requested, such individual shall sign and date each document. He/she shall also have the opportunity to affix written comments within one week.

5. All members of the bargaining unit shall be guaranteed the right to examine and review their personnel file upon reasonable request to the Superintendent or his/her designee. At the discretion of the Superintendent, such review shall be in the presence of the Superintendent or a member of the Administrative Staff. Upon request, a member shall be permitted to make a copy of any document contained in such file. The employee shall reimburse the Board for the cost of copying at the going rate at the time of copying.

6. The Board shall maintain only one teacher file in the Superintendent's office in a secure and private place. If anyone asks to see a teacher's file, the Board shall notify teacher as soon as possible and tell the teacher who it is, when he/she wants to see the file, and why.

7. Information will be maintained with such accuracy, relevance, timeliness, and completeness as to ensure fairness in determinations based on the use of the information as described in Ohio Revised Code.

8. The file shall be limited to work performance, discipline, and routine personnel data. No records indicating students' performance on standardized tests, including, but not limited to scores on the test(s) required by ESEA and/or the Ohio Department of Education, will be placed and/or maintained in the personnel file. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.

9. No complaint will be placed in the main personnel file of a bargaining unit member unless:

   a. A conference was held including the complainant, the bargaining unit member, Association representative, and the principal or immediate supervisor of the bargaining unit member. Said meeting will be scheduled based on time availability of the parent and affected teacher.

   b. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the bargaining unit member. Such initialing shall not be construed as agreeing with the document, but only that the bargaining unit member received a copy of the document.

   c. In the event a record of the conference held between the complainant, bargaining unit member and immediate supervisor is filed in the bargaining unit member's personnel file, the member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the bargaining unit member.

B. Planning Periods

1. Each member of the bargaining unit in grades (7-12) shall receive no less than one planning period per day.

2. Each member of the bargaining unit in grades (K-6) except special teachers (Art, Phys. Ed., Music and Technology) shall receive no less than 275 minutes of planning time per week with not less than one 40 consecutive minute planning period each day (40 minutes pertains to Grades K-6). This planning time shall be during the school day while students are present unless dismissal time for students is changed to facilitate planning time without students.

3. Each member of the bargaining unit in grades K-6 subjects (Music, Art, Physical Education and Technology) shall be taught solely by the special teachers.

4. **Group Planning Time** – The schedule may provide for daily group planning time. A building principal may utilize the time for a related meeting, but no individual bargaining unit member shall be required to attend any more than two (2) such principal-called meetings per week.

5. (K-6) special teachers (Art, Phys. Ed., Music and Technology) shall have planning time either during the student day or during the group planning time. If the special teacher's planning time is during the group planning time, that teacher shall not be required to attend group planning meetings or principal-called related meetings. Planning time shall total no less than 275 minutes per week with not less than one 40 consecutive minute planning period each day of the week.

6. Special (K-6) schedules shall be worked out to provide prep time for all teachers in an elementary building on the early dismissal and holiday party days (decisions on how will be made within buildings).

7. An exception to planning time and/or planning period(s) per day is if the bargaining unit member is provided either half-day or full-day Professional Leave coverage (e.g. field trips or professional development).

C. Class Size

1. All teachers shall receive an accurate class list and class schedule no later than the first in-service day scheduled prior to the beginning of each new school year to the extent possible. The class list shall contain the name of each student assigned to the teacher as per his/her schedule and the total size of each class.

2. The Board and the Association are cognizant that over-crowded class conditions are not conducive to excellence in teaching nor academic achievement by students. The following class size limits for classes during the school year shall be established:

   a. Regular classes and (K-4) Music, Art and Physical Education and Technology shall have no more than:

      i. K - 3 23 pupils
      ii. 4 - 6 25 pupils
      iii. 7 - 12 28 pupils
      iv. EL shall count as two (2) students

   b. Special Education Guidelines

      i. No special education unit shall have more than fifteen (15) students at the (K-6) levels and sixteen (16) students in grades (7-12).

      ii. No special education class period shall have more than twelve (12) pupils.

iii. A Special Needs Students Unit is a group of special needs students who qualify for intervention services according to the Operating Standards for Ohio Schools Serving Children with Disabilities that have one Intervention Specialist responsible for implementing their IEP's and whose IEP's for the next year will be written by that same Intervention Specialist. The phrase "responsible for implementing" will mean that the Intervention Specialist will either teach/ monitor/supplement/intervene the students in his/her unit himself/herself; or if there is more than one unit in the same building, those Intervention Specialists may teach/monitor/supplement/intervene each other's students whenever possible on a relatively equal basis of exchange.

c. Class size of special classes of academically talented pupils determined by the Administration shall have no more than twenty-two (22) pupils and special classes of special academic achievers as determined by the Administration shall have no more than eighteen (18) pupils.

	Talented Achievers	Special Achievers
Grades 6-8	Algebra 1	English 9 English 10
Grades 9-12	Current AP and Honors Offerings:	CBI Algebra 1 (9th grade)

*Please note the course entitled Honors Geometry 9 will consist of ninth grade students; the course entitled Honors Algebra II will consist of tenth grade students; the course entitled Honors Pre-Calculus will consist of eleventh grade students; and the course entitled Calculus will consist of twelfth grade students.

There may occasionally be students who elect to take one of these courses that do not fit these guidelines; these students are exceptions and should possess rather unique qualifications.

d. The normal (7-12) teaching load shall not exceed twenty-five (25) teaching periods per week, unless reviewed with the member of the bargaining unit who shall be remunerated for the additional load. If a (7-12) bargaining unit member has a sixth class, the student load may go to 165. Remuneration shall be 8% of the teacher's B.A./0 base salary for the remainder of this agreement.

i. The assignment of a sixth class to a (7-12) teacher is conditional until August 1 at which time official notification of staffing assignments will occur.

ii. If two (7-12) teachers from a common department/common certification/licensure have been conditionally assigned a sixth class, then instead of conditionally assigning a sixth class to a third teacher from that same department/certification/ licensure, a part-time teacher shall be employed.

If, prior to August 1, a part-time teacher is hired and another class is added in that department/certification/licensure, then that class will be assigned to a part-time teacher.

iii. As per contract, Article XV, Section C, "review" shall consist of discussion between the principal and the teacher with each person giving reasons why or why not the conditional or permanent (for the school year) assignment of a sixth class should be made. The items to be discussed will be the number of preparations, number of students, prior experience, rotation of the sixth class assignment within the department, and number of new preparations. Then, based on the discussion, the principal will or will not make the assignment to the teacher.

e. Grades (K-6) 200 minutes of instruction in Music, Art, Physical Education and Technology shall be taught totally by special teachers hired for these fields.

f. Special subject classes in grades (5-12) shall not have more than the following number of pupils per teacher:

i. Art – twenty-five (25) students;

ii. Graphics - eighteen (18) students;

iii. Physical Education - thirty-five (35) students;

iv. Study Hall - fifty (50) students per supervisor;

v. Music - no more than thirty (30) students except for bands, orchestras, and choirs;

vi. Family and Consumer Science - no more than twenty-five (25) students at the high school; and

vi. English 11 and English 12 - 22 per class - no additional students.

g. No (K-6) special teacher (Music, Art, Physical Education and Technology) shall meet with more than 7 classes of students each day.

h. A teacher's class which exceeds the limit established above (C-2 a, d-h) may be assigned no more than three (3) students above the limit.

i. (K-4) teachers who are assigned students above the unit limits shall receive an overload payment of $250 per student per semester (student must be enrolled for at least one-half of the semester and meet with the teacher for instruction at least once each day.)

ii. (5-12) teachers who are assigned students above the limit shall receive an overload payment of $50 per student seen one period per day per semester. (Students must be enrolled for at least one-half of the semester.)

iii. The maximum number of students that any (7-12) staff member shall instruct on the daily basis shall not exceed 150 students.

i. The determination of class size for the purpose of additional compensation shall occur at the end of the semester, but a student who is habitually truant for the semester, as defined by law, and who is not submitting any course work shall not be counted in the class size determination. Those teachers eligible for payment shall be paid within thirty (30) days of the determination.

j. There shall be no required addition of teachers under this provision after October 1 of the school year.

k. Students assigned to Guidance Counselors shall not exceed the following limits averaged for each grade levels specified:

Grades 9-12: Four Hundred (400) students
Grades 5-8: Four Hundred Fifty (450) students
Grades K-5: Eight Hundred (800) students

The Board shall strive to not exceed the limits above, but may exceed the limit by 15%. In addition, secretarial assistance shall be provided to each Guidance Counselor.

I. Inclusion:

i. The term inclusion shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom. All teachers with inclusion students in their class will be responsible for implementation of the student's IEP and will be provided training to assist in addressing the educational needs of such students if necessary.

ii. In grades K-4, special needs students on an IEP, if included in a regular education classroom on a continuing basis, shall be placed in an equitable manner.

iii. In addition, students with an IEP in grades K-4 will count as 1.5 students toward class size limits with the total number (more than one) to be rounded up with the exception of students identified as only needing speech service. This class size provision will only be instituted after an administrator and association representative have had the opportunity to place the students in an equitable manner. If not resolved at the building level, the Superintendent will review and his/her decision will be final.

iv. Inclusion classrooms in grades (K-12) shall be evenly rotated from year-to-year between the regular education teachers unless a regular education teacher requests inclusion for the following year. The preschool Intervention Specialist shall be evenly rotated from year to year, between the preschool teachers, unless one (1) teacher requests to stay in that position.

v. A Multi-Tiered System of Supports Team (MTSS) shall be developed at each building. The Team shall consist of an intervention specialist and regular education teacher from each grade level along with the building principal. Regular education teachers and intervention specialists shall be chosen on a volunteer basis. If no regular education teacher or intervention specialist volunteers, the building principal shall assign one per grade level to the Team. When necessary, the psychologist and the Title Reading teacher(s) should also be included in the meetings.

vi. The purpose of the MTSS Team is to facilitate collaboration between the Administration and the Association with regard to the needs of special education students concerning

compliance with federal and state legislation and regulations, special education and related services and equitable classroom assignments and services.

D. Floating Teachers

1. The Board and Administration shall make every effort to eliminate the need for members of the bargaining unit to serve in more than one building.

2. If a member of the bargaining unit is required to float between buildings, the Board and Administration shall provide a secured and adequate storage area where he/she may store materials safely.

E. Intra-School Floating Teachers

The Board and the Administration shall provide a secured and adequate storage and working area for all intra-school members of the bargaining unit where they may store their materials safely.

F. Teachers' Workrooms

The Howland Board of Education shall provide a teacher work area with functioning copy machines in each building for copies, lesson planning, grading tests, quizzes, and other related classroom teacher preparation activities.

G. Calling Off Through Frontline

The Board shall insure that a system be established whereby members of the bargaining unit call/login during the night to inform the school system that he/she will not be able to go to work the next day due to illness or emergency.

H. Reporting Off Due to Illness

A teacher who must be absent should notify Frontline on the initial day of absence no later than the following designated times:

1. (PK-2) 7:00 a.m.
2. (3-12) 6:30 a.m.

Call offs after this time should not have any expectation that a sub will be secured.

All teachers need to login to Frontline by 2:30 p.m. of a day of absence if they do not plan to return to work the next day.

I. Participation in PTA-PTO and Open House(s)

1. The Board and the HCTA mutually agree that parent-teacher relations are an integral part of the total teaching-learning process.

2. Therefore, all members of the bargaining unit are encouraged to participate in all PTA-PTO and Open House activities in their respective school buildings.

3. Any staff member who attends Open-House will have the opportunity to check out before lunch on his/her final teacher day, provided all responsibilities and obligations are met and verified by the building administrator.

J. Lunches

1. **Lunch Period** - All members of the bargaining unit shall be given at least thirty (30) minutes, duty-free, uninterrupted lunch period. Said lunch period shall be an open lunch period for all members of the bargaining unit.

2. **A la Carte Lunches** - All members of the bargaining unit will be allowed to purchase an a la carte lunch.

K. Substance Screening

The Board may request a teacher to obtain a drug test at the Board's expense upon the occurrence of reasonable suspicion. The teacher is entitled to all of the protections provided in Article XXIII (Disciplinary Procedures) and other applicable state and federal law. Positive initial test results shall require the Board to provide the teacher with a Gas Chromatography/Mass Spectrometry (GC/MS) test at Board expense.

L. Auxiliary Personnel

For (K-4) only, the Administration will provide supervision for the cafeteria and playground areas at lunchtime. However, if appropriate personnel cannot be found, a letter signed by the Superintendent and addressed to the President of the Association signifying such facts and requesting his/her assistance in locating such personnel shall be required.

M. School Day - Contract Year

1. **School Day** - The school day for full time members of the Association shall be seven (7) hours and ten (10) minutes, which includes the lunch period, and the time shall be consecutive. Teachers shall not be required to stay more than fifteen (15) minutes beyond student dismissal time.

2. **School Year** - The school year shall consist of one hundred eighty-three (183) contract days.

3. **School Calendar** - The Board shall authorize the Superintendent to accept a member of the Association to serve as a consultant when the

Superintendent is making the school calendar.
The monthly meetings of the Association Executive Committee will be designated on the school activity calendar.

The President of the Association will have the right to advise the Superintendent regarding the wishes of the certified personnel in respect to the school calendar. Such advice should be a serious factor in the final decision.

4. **Early Dismissal** - The Board shall provide for a two-hour early dismissal on the two parent-teacher conference nights. Conferences will begin approximately 15-30 minutes after student dismissal.

5. **Calamity Days** - If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost to calamity but will be required to make up all other lost days to fulfill their contract.

   Following the occurrence of the fifth (5) calamity day, the Superintendent and the Association President shall meet to discuss how best to schedule any make-up days that have or may become required.

   Based upon the number of instructional hours completed to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar after consultation with the Association. Any changes or amendments to the school calendar will not result in a reduction in bargaining unit member compensation.

6. The first in-service days - i.e., convocation day - shall be a full day of professional development and/or team meetings with one hour for lunch and one hour for an HCTA meeting blocked with lunch. There shall be two (2) additional in-service days, one (1) of which may consist of professional development and/or team meetings in the morning and afternoon. The remaining in-service day shall be used solely at the teacher's discretion for job related activities. It is understood that there must be reasonable flexibility by both bargaining unit members and the Administration to ensure all IEP/504 Plan(s)/health issues necessitated, and parent requested meetings are attended by staff members on these days.

7. **Professional Development**

   The three (3) days of professional development integrated into the work calendar will be fulfilled as follows:

   A. Calendar of Dates:

   The Principal will provide all teachers with a comprehensive calendar

of professional development dates during the first week of the school year.

B. Grades PK-12

Teachers in grades Pre-Kindergarten through twelve (12) will be required to complete a total of fourteen (14) hours of professional development annually, structured as follows:

1. Principal-Led Meetings: Six (6) one-hour (60-minute) meetings designed by the principal.

2. Personal Professional Development: Eight (8) hours of professional development chosen and completed independently by each teacher.

N. Labor/Management Committee

1. A joint labor/management committee shall be established to deal with issues of concern to the Board and the Association.

2. The committee shall be structured as follows:

   a. The Superintendent and the HCTA President shall serve as co-chairmen.

   b. The Superintendent may appoint up to 5 members, either administrators or board members.

   c. The HCTA President may appoint up to 5 members, with at least one representative from the elementary, middle, and high school levels.

3. The committee shall meet every other month for the purpose of presenting matters of mutual concern, discussing problems, and attempting to resolve issues.

4. The function of the committee is not to negotiate, but to be an opportunity to communicate and to mutually work toward improving the quality of education, building community confidence, and employee morale.

O. Contracts

1. **Eligibility for a Continuing Contract** – Those teachers who qualify shall be considered for a continuing contract as prescribed by law; provided, however, to be eligible for consideration for continuing contract, a teacher must have filed a professional, permanent life certificate, license or its equivalent as prescribed by law with the local Superintendent on or before any yearly

scheduled LPDC meeting date and shall be acted upon by the Board at the next month's regularly scheduled Board meeting.

2. **Notice of Non-Renewal** – Notwithstanding Section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing on or before June 1st, provided, however, the non-renewal shall be in accordance with the provisions of Article XIV. For the purpose of this subsection, posting such written notice in the U.S. Mail by registered or certified mail to such teacher's last known mailing address or by personal service upon the member shall constitute "notice" to the member.

3. **Offer of Renewal; Resignation** – A member of the bargaining unit offered a renewal of a contract of employment shall execute and return such contract to the Treasurer of the Board on or before June 15 of the calendar year in which the offer was made. No member of the bargaining unit shall resign from such contract after July 10th unless released by the Board.

   The Board shall ensure that the contract is in the teacher's hands no later than May 31st.

4. **Extended Service/Supplemental Duties**

   a. Service by members of the bargaining unit extending before or after such member's regular duty day or year, as defined in Article XV, Section N 1, 2, for which additional compensation is authorized under this Contract shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.

   b. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board on or before July 10th. Failure to execute and timely return the contract shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Treasurer, no member of the bargaining unit shall resign such contract subsequent to July 10th unless released by the Board.

   c. If a member of the bargaining unit does not maintain the supplemental position for its duration, the supplemental compensation shall be pro-rated based upon the length of time the member served and the duties that the member fulfilled.

5. **Hiring Retired Howland Teachers**

a. Bargaining unit members eligible for STRS retirement may, upon recommendation of the Superintendent, be rehired after retirement under a two (2) year limited contract of employment. Additionally, to be eligible for reemployment as a retiree, the bargaining unit member's retirement must be effective no later than May 31st.

b. Active bargaining unit members who wish to be rehired after retirement may request pre-approval for the Rehired Retiree program from the Superintendent on or before Jan. 15th. The Superintendent shall notify said bargaining unit members of acceptance or denial of the Rehired Retiree program no later than March 1st. This will allow the bargaining unit members to complete their STRS Retirement application or remain an active teacher for the following school year.

c. Current Rehired Retirees shall notify the Superintendent of their intent to return the following year on or before April 1st to allow for the posting of open positions.

d. After the initial two (2) years, the Board shall make its best effort to notify the Rehired Retiree of its intent to issue or not issue a one (1)-year contract for the following year on or before April 15th; however, nothing in this section limits the Board's right to not renew or otherwise reemploy the retiree.

e. Any retired bargaining unit member employed by the Board, or any other retired teacher employed by the Board, is considered a bargaining unit member and subject to the terms of this Agreement, except as otherwise set forth herein. All such re-employed retirees are hereinafter referred to as 'rehired retirees' for purposes of this Article.

f. After the initial two-year limited contract, rehired retirees shall be eligible for one-year limited contracts at the sole discretion of the Board.

g. Rehired retirees are eligible for all insurance benefits set forth under Article VII of this Agreement, under the same terms and conditions available to any other bargaining unit member.

h. A rehired retiree shall be paid at Step 0 of the appropriate training column of the Salary Schedule, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the Salary Schedule based on additional years of service. Rehired members shall be granted no more than 50 hours

of Post Master's compensation.

i. Seniority for rehired retirees will be zero (0) upon such re-employment and any subsequent re-employment under any provision of this Agreement. In the event the District needs to implement a Reduction in Force (RIF), rehired retirees shall, by areas of certification, be subject to a RIF before other members of the Association. Rehired retirees shall accrue seniority exclusively within the retire-rehire program. In the event two (2) or more rehired retirees, in the same area of certification, share the same seniority date within the program, seniority shall be determined by the coin-toss procedures established for new bargaining unit members. All references in the collective bargaining agreement to "years of service with the district," etc., shall mean years of service earned after employment by the Board following retirement for all rehired retirees.

j. Notwithstanding the provisions of Ohio Revised Code Section 3319.08, rehired retirees shall not be eligible for continuing contracts and are restricted to limited employment contracts.

k. Rehired retirees are not eligible for severance payments under Article V, Section G; however, such teachers will accrue sick leave at a rate of 1¼ days per month worked. Sick leave will accumulate from year to year for rehired retirees. Rehired retirees shall not be eligible to participate in the sick leave bank set forth under Article VIII Section A-11.

l. No performance evaluations shall be required for any rehired retiree, but such evaluations may be conducted at the discretion of the Superintendent. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.08, 3319.11, and 3319.111, and differs from the rights of other teachers contained within the terms of this Agreement.

m. Rehired retirees are eligible for employment under supplemental contracts as active members but are not eligible for longevity pay for any supplemental contract.

n. The parties expressly agree and fully intend this Article supersedes and takes precedence over the provisions of Ohio Revised Code Section 3317.13 (Minimum Salary Schedule for Teachers) and any and all other inconsistent or contrary state or federal statutes, laws, and/or regulations.

o. During re-employment, the retiree shall make contributions to STRS as required under Ohio law. These contributions fund a benefit payable the first of the month following the last day of reemployment, pursuant to the terms and conditions set by STRS and Ohio law.

p. In the event the Superintendent, in his or her sole discretion, believes that the conduct of a rehired retiree rises to the level of cause sufficient to warrant contract termination, the Superintendent will notify the rehired retiree in writing, and schedule a meeting with the rehired retiree to discuss the basis for considering termination of the rehired retiree's contract. At this meeting, the rehired retiree shall have the right to representation, and the opportunity to respond to the allegations. If, after that meeting, the Superintendent recommends termination of the rehired retiree to the Board, the Board shall vote upon that recommendation, with such action by the Board being final and binding.

Any discipline or termination of a rehired retiree shall be final and not subject to the grievance procedure outlined in Article III, or appeal to any court. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.16 and 3319.161 and differs from the rights of other teachers contained within the terms of this Agreement.

q. The provisions of this agreement apply only to Howland teachers who accept this option as an early retirement incentive. Accepting this option does not create a vacancy.

r. Health-Care Benefit/Insurance Waiver

The Board shall allow for the retiree to participate in the employer-provided health care plan for single and dependent coverage only according to the retiree's employment status (part-time or full-time) in accordance with the provisions of the current agreement while the retiree is re-employed by the Board.

A retired member is ineligible upon leaving the Howland Local School District to receive a severance payment. This provision of the Agreement and such salary, contract and health care benefit will not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employees Relations Board (SERB) or any court of law.

P. Safe and Healthful Working Conditions

1. The Board shall provide safe and healthful working conditions in all work areas as such conditions are prescribed by the rules, regulations, guidelines,

and laws of the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA).

2. If a member of the bargaining unit believes a working condition to be in violation of such rules, regulations, guidelines and laws, he/she shall report such condition to his/her building principal or the Superintendent. If so directed by the building principal or the Superintendent, such member shall immediately return to such work area unless such condition is a clear and immediate threat to the health and safety of the member. The burden of proof shall fall upon the member to establish the clear and immediate threat to his/her health and safety in any subsequent disciplinary action that may be taken for such teacher's refusal to return to such work area and/or working condition. The Board shall notify teachers of a student with a communicable disease to the extent that it knows and to the extent allowed by law.

3. Bargaining unit members except for school nurses shall not be required to perform routine or non/routine-medical/health-related procedures related to a student's health condition. A bargaining unit member acting in loco parentis and performing in a prudent and reasonable manner shall be indemnified by the Board for such action.

Q. Changes in School District

The Board shall not change or eliminate any departments, positions, courses, or programs unless and until the HCTA has been consulted and has had an opportunity to meet with and discuss such changes or eliminations with the administration.

R. Teacher Meetings

Teachers are encouraged to attend all educational meetings scheduled during the school year when school is not in session. Attendance at educational meetings scheduled in conjunction with the 183-day school year is required as a part of a teacher's contractual obligation.

S. Non-Discrimination

The provisions of this contract shall be uniformly applied to all members of the bargaining unit without regard to disability, race, color, creed, ancestry, national origin, sex, religion, marital status, age, sexual orientation, political opinions/affiliations or personal life.

T. Subcontracting

The Board shall not subcontract bargaining unit work to non-bargaining unit members unless a certificated/licensed person is not available for a position. The Board may then offer the position to a non-certificated/licensed person.

U. Local Professional Development Committee (LPDC)

It is mutually agreed between the Howland Classroom Teachers Association and the Howland Local School Board that the following shall constitute the provisions for the Local Professional Development Committee (LPDC):

1. There shall be one LPDC for the Howland Local School District.

2. That the committee shall consist of three members of the HCTA chosen by the Association, and two administrators, chosen by the Board.

3. Every certified staff member of the District who holds an Ohio provisional/professional certificate(s)/license(s) must have an approved Individual Professional Development Plan on file. This plan will serve as the guidelines for the individual's professional development during the next renewal cycle.

4. The staff member may appeal any decisions made by the LPDC. The appeal process shall consist of two steps:

    a. Step one - Reconsideration by the LPDC

    b. Step two - A final decision will be made by local Appeals Board

    This Appeals Board shall be made up of one (1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. The decision of this Board shall be final.

5. Each member of the LPDC shall receive remuneration at the same hourly rate as that agreed to for home instruction (Article V, section H), if not during released time.

6. **Terms of Office**

    a. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from October through September.

    b. There shall be a secretary/recorder elected by majority vote of the LPDC. The secretary/recorder shall be elected for one-year term, running October through September, and thereafter serve a two-year term.

    c. The remaining three members shall serve one year terms running October through September, and may be re-appointed/re-elected.

7. **Vacancies**

a. If an administrative position vacancy exists, it shall be filled by the Board.

b. If an association vacancy exists, it shall be filled by the Association.

8. **Removal**

a. The Association appointees on the LPDC shall be removed from the committee in accordance with procedure found within the Association's Constitution and By-Laws.

b. Administration appointees of the LPDC shall be removed according to the administrative policy on removal from LPDC.

9. **Training**

Each LPDC member shall also participate in professional development designed to prepare him/her for the role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

10. **Meetings**

The LPDC shall meet once (1) per month, or as necessary. No fewer than one meeting/semester shall be held.

V. Removal of Internet Filter

At the teacher's request, the internet filter shall be removed from the teacher's computer. That teacher is responsible for that computer's security when the teacher is present. Nothing herein shall be deemed to prevent full compliance by teachers with the District's Internet Acceptable Use policies.

W. In-Service Committee

1. A joint in-service day committee shall be established with the purpose of determining the most efficient use of in-service training and scheduling these days at the most suitable times for all concerned.

2. The committee shall be known as the "In-Service Committee" and shall be structured as follows:

a. The HCTA president or his/her designee and the Superintendent and his/her designee shall serve as the committee chairperson.

b. The HCTA president may appoint one (1) member from each building in the district.

c. The Superintendent may appoint up to four (4) other members consisting of the Curriculum Specialist, building principals and any other administrator designated by the Superintendent.

3. The committee shall meet no more than five (5) times during the year at times that will permit the committee to schedule all in-service days most suitably and determine the most appropriate subject matter for each meeting. The Administration reserves the right to determine major topics of the professional development day(s).

X. Class List

An updated class list will be provided before the first in-service day to the extent possible.

Y. Howland Schools Online Academy

1. The HCTA agrees to work with the Board of Education and Administration in maintaining and staffing Howland Schools Online Academy for at risk students in Howland High School.

2. The Association and the Board agree to the following understanding with regard to the Master Contract:

   a. Bargaining unit members represented by the Association shall have an opportunity to bid on any/all positions in the program when vacancies occur.

   b. All applicable provisions of the Master Contract shall be followed in appointing the most senior certified applicant from the bargaining unit to fill the position.

   c. As a participant in the program the bargaining unit member will be compensated according to Section C. Class Size, #4 as a teacher with a sixth class.

   d. Section C. Class Size 4. b. contract language is not applicable to School Within a School high school teacher assignments.

ARTICLE XVI

ASSOCIATION RIGHTS

A. The names, addresses, and building assignments of all newly employed certified/licensed staff members shall be supplied to the Association as this information becomes available.

B. The Association may sponsor a luncheon for new teachers which may be held on the new teacher orientation day. The time for such meeting shall be as equally divided as possible between the Association and the Administration.

C. The HCTA shall be authorized to use the inter-school mail facilities and the teachers' mailboxes.

D. The Association shall have the right to use inter-school phones for communication with teachers. The Association President shall be provided with a private telephone (placed at a location mutually agreed to between the Building Principal and the Association President but not in a classroom) at Association expense when requested by the Association. The expense shall include the installation and removal of such phone as well as the monthly billing for all calls made. The billing shall be made directly to the Association. Such installation shall be made as soon as possible after the request has been made.

E. The Association shall have the right to use a reasonable space on a bulletin board for the general use of the HCTA. The bulletin board shall be located in an area readily accessible to and normally frequented by teachers.

F. A copy of any written communication from the Central Administration Building directed to all members of the elementary, middle school, or senior high buildings, or a building or a department shall be sent to the HCTA President or the Vice President at the time such written communication is distributed to the members of the bargaining unit.

G. All new blank forms which are produced locally and which require the signature of members shall be reviewed by the HCTA President before they are given out to members of the bargaining unit.

H. The HCTA shall schedule its regular monthly meetings on the same day of the week. Anyone expected to attend these meetings shall be excused from other after-school activities by the Building Principal, unless the member is employed under a supplemental contract which requires his/her presence after school on the given day.

I. The HCTA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours, at a time and place that does not

interfere with the normal and other scheduled use of such buildings except Saturdays, Sundays, and holidays.

J. The HCTA has the right to use school facilities and equipment upon request of and approval of the Administration.

K. Upon request of the Association, a member of the bargaining unit elected to a state or national office of an affiliated professional organization will be granted a leave of absence, without Board expense, not to exceed three (3) years. Seniority shall not be accrued during such leave.

L. The HCTA President and/or Vice President may advise the Board, through the Superintendent, with respect to such matters as educational policies or general financial matters prior to their adoption and/or general publication.

M. The Superintendent of Schools, in consultation with the President of the HCTA, shall approve attendance of HCTA members who have been elected delegates to the OEA convention. A maximum of three days per school year may be granted for such leave and shall not be deducted from any other leave as already established by the Board and included in the Master Agreement. The number of delegates to be elected shall be consistent with the current OEA constitution. (Attendance of HCTA members to OEA instructional meetings shall be charged to professional leave.)

N. A member may, if he deems it necessary, request the presence of a HCTA representative at a conference with an Administrator, and when such a request is made, the conference shall not proceed until the representative is in attendance.

O. Duly authorized representatives of the Association's respective affiliates shall be permitted to transact official Association business at a bargaining unit member's request on school property, provided that the Building Principal is notified. This procedure shall not interfere with the normal classroom teaching except in the case of an emergency.

P. A copy of all insurance policies and insurance contracts that the Board has regarding members of the bargaining unit shall be given to the Association president.

Q. The HCTA shall provide the paper, staples, and other materials necessary to provide each member of the bargaining unit a copy of the Howland Schools Directory. In addition, the HCTA shall be responsible for collating and distributing said directory to each member of the bargaining unit. The Administration shall provide the necessary information, typing, and duplicating, as soon as possible after the beginning of the school year but not later than November 30.

R. The HCTA shall have the right to store its supplies and equipment on school property in a safe area, providing the HCTA assumes full responsibility for any loss of supplies and equipment.

S. Copies of all personnel forms for leaves of absence used by members shall be consistent with the Contract and shall be available in the principal's office and provided to the Association's building representative(s). (Current forms shall not be altered/amended substantively during the term of this contract.)

T. **Release Time for Association President**

If the HCTA president for an association year is employed as a grade 5-12 teacher, the president shall have one (1) period of release time daily (no duty). If able to feasibly work into the middle and/or high school schedule, the HCTA president shall have two (2) periods of release time daily and only (4) periods of instruction. If the HCTA president for an association year is employed as a grade K-4 teacher, the president shall have up to four (4) half-day release days per month. The HCTA shall reimburse the Board for these elementary president release days at the regular substitute rate of pay.

U. **Teacher Professional Organizations**

1. Upon written request of the HCTA, the following HCTA officers shall be assigned to the HCTA to conduct HCTA business. These employees shall be paid an annual stipend by the Board in the amount listed below. One half of this stipend shall be paid to the employees by January 15 and one half shall be paid to the employees by May 15.

    a. President

    b. Vice President

    c. Treasurer (Per HCTA Constitution)

    d. Recording Secretary
    e. Corresponding Secretary

    f. Newsletter

2. Upon written request of the HCTA, the following HCTA officers shall be assigned to the HCTA to conduct HCTA business. These employees shall be paid an annual stipend by the Board in the amount listed below. This stipend shall be paid to the employees by May 15.

    a. Building Representatives

    b. PR&R Chair

    c. Community Relations

d. Elections Chair

e. OEA Fund Chair

f. Scholarship Chair

g. Legislative Chair

h. Social Committee Chair

i. Bargaining Team

3. The total cost of the STRS contributions will be deducted from the stipend amount and the HCTA shall reimburse the Board for the cost of the stipends two weeks prior to the pay date.

V. School Improvement Plans

1. **School Improvement Plans** – No School Improvement Plan provision shall alter, modify, violate or supersede, except as mutually agreed in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any School Improvement Plan the Employer intends to implement.

2. **Scope**

   a. No SIP Committee or School Improvement Plan shall address the issues of wages, hours, terms and other conditions of employment or matters established in Ohio Revised Code Chapters 3319 and 4117.

   b. No SIP Committee shall engage in collective bargaining or have the authority to address employment matters.

3. **Employee Protection** – Any participation in a SIP Committee shall be voluntary. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in a SIP Committee shall not be noted or considered in the Employer's employment decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline or discharge of any bargaining unit member.

4. **Program Evaluation** – After implementation of a SIP Committee, the Employer and the Association will periodically evaluate the work and operation of the Committee.

5. **School Improvement Plan Committees** – School Improvement Plan Committee(s) shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et. seq. The composition of the District's SIP Committee and any building's SIP Committee shall be subject to the following provisions:

   a. The majority of each SIP Committee shall be employees selected by the respective bargaining agent of each bargaining unit within the District. The total number of bargaining unit employees on the SIP Committee shall be allocated among the bargaining units according to the relative size of each bargaining unit.

   b. For building level SIP Committees the Association may choose one (1) contract specialist (as one of the representatives of the bargaining unit) who may or may not be a member of the building staff.

   c. The administrator members and the bargaining unit members of the SIP Committee will mutually agree to the other individuals to be members of the Committee (i.e., parents, students, and others in the school community).

6. **Compensation** – Employees participating in SIP Committee activities, including training and scheduled Committee meetings, will be compensated on the Faculty As Substitute pay rate for all time involved. If SIP Committee meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.

7. **Bargaining** – Every School Improvement Plan recommended by the SIP Committee shall be immediately submitted to the bargaining representatives of the parties. Upon notification that a school is entering the first year of "school improvement" the parties shall meet and negotiate the School Improvement Plan. No School Improvement Plan shall be implemented without the mutual agreement of the parties. Prior to implementing a School Improvement Plan, the parties must exhaust the mutually agreed upon dispute resolution procedures contained in Article II. Under no circumstances shall the SIP Committee consider replacement of bargaining unit members as an option in complying with the ESEA.

ARTICLE XVII

BOARD MINUTES, AGENDA, AND ADDENDUM

The administration will provide the President of the Association with a copy of the Board's agenda, including minutes, the last work day before the Board meeting. Any public record

of the Board meeting required to be kept under Ohio Revised Code 149.43, by the Board, shall be made available upon request to the Board.

It shall be the practice of the Board or the school administration to distribute copies of the Board's agenda, including minutes, and addendum, to the HCTA building representatives within 24 hours of the Board meeting.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

During the duration of this Contract, the Board shall maintain all terms, conditions, and benefits of employment included within this Contract at not less than the level in effect as of the effective date of this Contract.

ARTICLE XIX

NO REPRISALS

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

ARTICLE XX

EFFECTS OF THE AGREEMENT

A. This contract represents the entire agreement between the Board and the Association. All rules, regulations, practices and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.
The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right constitute the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

If during the term of this contract, there is a change in any applicable state or federal law or rule or regulation adopted by State Department of Education which requires the Board to develop policies that changes term(s) or condition(s) of employment then the parties will meet to negotiate the affected term or condition within 15 days.

B. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Master Contract Agreement. Should there be a conflict between this Master Contract and any such policy or practice, then the terms of this Master Contract shall prevail.

C. Within thirty (30) days after this Master Contract Agreement is signed, copies shall be printed and distributed to all certified/licensed personnel. Certified/licensed personnel hired thereafter also shall receive a copy. The Association shall be supplied with an additional fifty (50) copies of this agreement. Any subsequent revisions or amendments also shall be printed and distributed to all members of the bargaining unit. The expense of such printing(s) shall be borne equally by the Board and the Association.

ARTICLE XXI

SUPREMACY OF THE AGREEMENT

This Agreement shall prevail over conflicting provisions of state law except for those provisions so delineated in ORC 4117.

ARTICLE XXII

MANAGEMENT RIGHTS

The Board is vested exclusively with rights of management as defined in Revised Code S 4117.08(C) and shall retain all the rights, powers, duties, and authority granted by law and the Constitution of the United States and the State of Ohio, and may adopt, rescind, modify, establish, and maintain rules, regulations, and policies as it deems appropriate; provided, however, that such rules, regulations, and policies are not in conflict with this Agreement or restricted by Chapter 4117.O.R.C.

ARTICLE XXIII

DISCIPLINARY PROCEDURES

A. No teacher shall be disciplined, except for "just cause" and in compliance with applicable provisions of this contract and Ohio law.

For the purposes of this provision of the contract, "just cause" shall mean:

1. The teacher engaged in conduct which violated written rules, regulations or policies adopted by the Board.

2. The Board or the administration conducted a fair and objective investigation of the charges before implementing the disciplinary action.

3. The teacher was allowed all due process rights to confront the charges of the administration.

4. The investigation produced a preponderance of evidence or proof that the teacher was guilty of the charge.

5. The application of the rules, the discipline procedure and the penalty by the Board and/or the administration was even handed and without discrimination.

6. The disciplinary action taken by the Board and/or administration was reasonable in relationship to the offense committed by the teacher.

B. Bargaining unit members who are to be questioned regarding a work-related matter which may lead to discipline shall have the right to Association representation. The Board or its agents shall give the HCTA and the teacher advance written notice of such meeting.

C. **Informal Warning**

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the employee's personnel file without the knowledge of the employee.

D. **Progressive Discipline**

1. Formal disciplinary action taken shall be commensurate with the employee's offense, including the repetition of an action without progressing to the next step.

   a. First Step: Written warning and conference with the administrator.

   b. Second Step: Written reprimand(s) and conference(s) with the administrator(s).

   c. Third Step: Suspension with or without pay, written notice of such and a conference with the Superintendent.

   d. Fourth Step: Termination by the Board in compliance with the provisions of ORC 3319.16.

2. For all matters unable to be resolved in Section C, Informal Warning, Progressive discipline shall be followed except for offenses of a serious nature where skipping a step(s) is warranted. Offenses of a serious nature

shall be defined as those that may justify discharge without regard to previous warnings or discipline.

Termination may be preceded by suspension pending investigation. No member of the bargaining unit shall be disciplined without the completion of the due process procedure contained in E.

3. Prior to any disciplinary action, the procedure of Section B above shall be followed. Should D, 1, b. above be contemplated, the teacher shall be provided written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. No member of the bargaining unit shall be suspended without pay until such member has been given reasons as to why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

E. Due Process Procedure

1. Due process shall be in accordance with the following and shall be applicable to disciplinary actions beyond a written reprimand.

   a. Notice of Allegations and Conference – A written notice setting forth the allegations which, if substantiated could result in disciplinary action, shall be sent to the employee by certified mail or by personal service. Said notice shall include the time and place of a conference to discuss said allegations.

   b. Conference – The conference to discuss the allegations shall be attended by the teacher, the Association's representative(s) and the Board of Education's representative(s). Said conference shall be held no sooner than two (2) days nor later than ten (10) days following the teacher's receipt of the notice of allegations or at a time and place mutually agreed upon by the parties.

   c. Notification of Disposition – The teacher and the H.C.T.A. President shall be notified immediately by certified mail or personal service of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

2. In cases of immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.

3. Privacy of Proceedings – Except as provided in this Article, no teacher shall be formally reprimanded or otherwise disciplined in the presence of other

employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.

F. Notwithstanding any other provision of the Ohio Revised Code, the grounds and procedures for the termination of a teacher's contract shall be in compliance with the provisions of ORC 3319.16.

ARTICLE XXIV

DRUG-FREE WORKPLACE

A. All teachers shall refrain from the unlawful use, manufacture, distribution, or possession of controlled substances while on the job or on school premises. The Board shall provide a drug-free awareness and education program for all teachers.

B. For the purpose of these provisions, the following definitions shall apply:

1. "Drug abuse offenses" shall be defined as the unlawful manufacture, possession, use, dispensing or distribution of illicit controlled substances;

2. "Workplace" shall be defined as any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities, or off school property during any school board sponsored or student related activity, event or function;

3. "Dispensing" shall include unlawful selling, leaving with, giving away, or delivering a controlled substance.

4. "Distribution" shall include unlawful dealing in, shipping, transporting, or delivering a controlled substance;

5. "Controlled substance" shall be defined as narcotics, including opiates and opium derivatives, hallucinogenic substances, depressants, stimulants, alcohol, alcoholic beverage, and any other substance included within the definition of "controlled substance" as set forth in O.R.C. 3719.01.

C. A teacher accused of being in violation of this provision shall be afforded due process and shall be disciplined in accordance with the terms of Article XXIII Subsequent offenses may result in additional disciplinary action and/or termination in accordance with the ORC and the provisions of this agreement.

D. Any employee convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the Superintendent no later than ten (10) days after the conviction. Failure to do so may result in disciplinary action.

E. In order to achieve the goal of maintaining a drug-free workplace, there shall be established a drug awareness program to be presented to all teachers. Such program should include the following:

1. The dangers of drug abuse in the workplace;

2. The drug-free workplace policy;

3. Available drug counseling, intervention and rehabilitation programs; and

4. The penalties that may be imposed upon teachers for drug abuse violations.

F. The Superintendent shall notify any federal agency awarding direct federal grants to the district within ten (10) days after receiving notice of a conviction, as specified above, from a teacher, or otherwise receiving actual notice of such conviction.

G. All teachers shall receive a copy of the Board adopted resolution regarding a drug-free workplace.

ARTICLE XXV

RESIDENT EDUCATOR

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

A. <u>Definitions</u>

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

2. **Mentor** – A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.
3. **Resident Educator** – A Resident Educator is a teacher employed under a resident educator license.

4. **Formative Assessment** – Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

B. Mentors

1. **Qualifications**

   a. The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the district and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

   b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

   c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

   d. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. **Selection of Mentor Teachers** – Selection for Mentor Teacher positions shall be made by the Superintendent from a pool of bargaining unit volunteers and no bargaining unit member can be required to serve as a mentor. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

3. **Mentoring Program Coordinator**

   a. There shall be a Mentoring Program coordinator who shall have mutually agreed to release time or periods in order to fulfill the responsibilities of Mentoring Program Coordinator.

   b. The Mentoring Program Coordinator will also be a mentor for one teacher without being paid a mentor stipend.

   c. The Mentoring Program Coordinator will work with all new teachers and those on Improvement Plans.

d. The Mentoring Program Coordinator will provide a log of all Mentoring Program Coordinator activities.

e. The Mentoring Program Coordinator will plan and implement the new Teacher Orientation Program.

f. The Mentoring Program Coordinator shall receive a stipend of One Thousand dollars ($1,000) each year that a resident educator is being mentored in the district.

C. Compensation

In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a supplemental stipend of $500 each year they are mentoring a Resident Educator. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

D. General

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

3. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.

4. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

6. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.

7. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

9. Ideally, each mentor shall not have more than one (1) Resident Educator; however, when this is not possible, a mentor may be given a second Resident Educator but can never have more than two (2) Resident Educators. If a second Resident Educator is assigned to the mentor, he/she will receive an additional $250 stipend.

ARTICLE XXVI

DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGES, AND/OR TERRITORIAL TRANSFERS

In the event a consolidation, jurisdictional change, and/or territorial change is contemplated by the Board, the Board will provide the Association with advance notice of such an event. Additionally, the Board or its agents will seek and consider any suggestions of the Association. The Board will attempt to preserve the terms and conditions of the current collective bargaining agreement.

ARTICLE XXVII

DURATION OF THE CONTRACT

This Agreement shall be effective at 12:01 a.m. on July 1, 2025, and shall continue in full force and effect until midnight June 30, 2028.

(The remainder of this page intentionally left blank.)

In witness whereof the parties have caused this Agreement to be executed on the day and year first mentioned above.

HOWLAND BOARD OF EDUCATION

Julie Altawil, Board President

Julie Sloan, Treasurer

Kevin Spicher, Superintendent

Date: 11/28/2022

HOWLAND CLASSROOM TEACHERS' ASSOCIATION

Ed Whittaker, HCTA President and Chief Negotiator

Eric Olsen, HCTA Bargaining Team Member

Karla Larson, HCTA Bargaining Team Member

Dan Libert, HCTA Bargaining Team Member

Marnie Xides, HCTA Bargaining Team Member

Pamela Fowler, HCTA Bargaining Team Member

Tammy Baker, HCTA Bargaining Team Member

Sheila A. Saad, OEA Labor Relations Consultant

Date: 12/4/2022

APPENDIX A
GRIEVANCE PROCEDURE FORM A:
COMPLAINT BY THE GRIEVANT

Howland Classroom Teachers' Association (Please type or print)

Grievant _____ Date of Formal Presentation _____

Home Address of Grievant _____ Phone _____

School Building _____ Subject area or grade _____

Principal or superior _____

Years in the School system _____ Number of years teaching experience _____

Name of Association Representative _____

STATEMENT OF GRIEVANCE:
(Cite section of Contract allegedly violated):

_____

_____

_____

ACTION REQUESTED:

_____

_____

_____

_____
Signature of Grievant

Copies to:

Effective 9/1/82

GRIEVANCE PROCEDURE FORM B:
DECISION ON GRIEVANCE

Howland Classroom Teachers' Association

This form is to be completed by the Principal, Administrator, Board of Education, the Association or Arbitrator at whatever step of the grievance procedure is appropriate. Please check appropriate step:

Step 1 _____ Date of hearing _____
Step 2 _____ Date of hearing _____
Step 3 _____ Date of hearing _____
Step 4 _____ Date of hearing _____
Step 5 _____ Date of hearing _____

Grievant _____

School Building_____

Principal, Administrator, Board Member, Association or Arbitrator _____

Statement of Grievance: (To be copied from FORM A first formally presented _____).
(Date)

_____

_____

DECISION:

_____

_____

_____ _____
Date of decision Signature and title of person rendering decision
Copies to:

GRIEVANT RESPONSE:

( ) I accept the above decision
( ) I do not accept the above decision and hereby request that the grievance be carried to the next step of the procedure.
( ) I request that a hearing date be set.

_____ _____
Date of Response Signature of Grievant

Copies to: Form Effective 9/1/82

GRIEVANCE REVIEW

First Step:_____

_____

Date: _____Signature:_____

Second Step: _____

_____

_____

Date: _____Signature:_____

Third Step: _____

_____

_____

Date: _____Signature:_____

Fourth Step:_____

_____

_____

Date: _____Signature: _____

APPENDIX B
TAX SHELTERED ANNUITY SELECTION FORM

Name: _____

Home Address: _____ Phone: _____

School Building_____ Subject area or grade _____

Anticipated date of retirement _____

Date by which payment is to be made _____

I elect to defer a portion of my severance pay to a tax-sheltered annuity, as (i) the election to defer is made prior to the date that the board of education accepts my resignation, and (ii) the election to defer pay is irrevocable after the board accepts my resignation.

I am eligible to have the Internal Revenue Code ("IRC") limit on contributions to my tax-sheltered annuity calculated under the special limit that is available under IRC Section 415 (c) (4) (B)

Signature _____ Date _____

APPENDIX C
APPLICATION TO BORROW DAYS FROM THE SICK LEAVE BANK (File in Triplicate)

I apply to borrow _____ day(s) from the district sick leave bank, to be used for my personal illness as follows:

Estimated duration of illness _____

Explanation of illness:

_____

_____

ATTACHED IS MY PHYSICIAN'S STATEMENT REGARDING SAID ILLNESS.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, Section _____; and was advanced ____ day(s) of my unearned sick leave. This advance is in lieu of the one and one-fourth days of sick leave accrued for each month of service.

I agree to repay days borrowed from the sick leave bank at the rate of 50% of my accumulated sick leave at the end of the current salary contract year. Any remaining days still owed to the sick leave bank will be repaid to the bank from future contract years on the same 50% basis.

Signed _____ Soc. Sec. # _____
(applicant)

Date _____

TO: TREASURER/PAYROLL DEPARTMENT

The above sick leave bank member has been approved by the Sick Leave Bank Committee to borrow _____ day(s) from the Sick Leave Bank.

Signed _____
(Committee Chairman, Sick Leave Bank Committee)

Date _____

1st copy - Treasurer; 2nd copy - Sick Leave Bank Committee; 3rd copy -borrower

Date _____

APPENDIX D
APPRAISAL INSTRUMENT
BACKGROUND INFORMATION SHEET

1. Name _____
   Last First Initial

2. Building _____

3. Subjects and/or Grades _____

4. Position _____

5. Major Field of Study _____

6. Degree(s) Held _____

7. Years of Service at Howland _____

8. Service in Present School _____

9. Total Teaching Experience _____

10. Current Contract Status:

    Assigned Substitute _____ Limited Contract _____
    Continuing Contract _____ Replacement _____

11. Professional Activities Engaged in During the Year: (Committee work, professional organization activities, course work, sabbatical leave, and other types of activities)

_____

_____

_____

White copy to appraiser, yellow copy to appraisee, pink copy to Superintendent

APPENDIX D1-A
COUNSELOR OBSERVATION CHECKLIST

Name _____

Building _____

I. Counselor Observation Date _____ Time _____

___ Working with students ___ Making Reports
___ Working with parents ___ Using counseling materials
___ Working with teachers ___ Working with tests
___ Scheduling ___ Checking student progress
___ Counseling ___ Other _____

	S	NI
A. Guidance Performance		
1. Uses materials effectively	____	____
2. Works with parents	____	____
3. Works with teachers	____	____
4. Works with students	____	____
5. Makes referrals when necessary	____	____
6. Uses good counseling techniques	____	____
7. Has knowledge of students	____	____
8. Knows and uses proper special education placement procedures	____	____
B. Guidance Area Management		
1. Appointments with students kept	____	____
2. Office is attractive	____	____
3. Materials are current	____	____
4. Records are kept private and orderly	____	____
II. Professional Qualities		
A. Is punctual	____	____
B. Cooperates with staff	____	____
C. Cooperates with administration____	____	
D. Records and reports are kept up to date	____	____
E. Knows and follows school board policies and procedures	____	____
F. Knows and follows administrative policies, building regulations, and supplemental contract policies	____	____
G. Works cooperatively with parents	____	____
H. Fosters good school - community relations	____	____
III. Personal Qualities		
A. Personal appearance is conducive to the educational process	____	____
B. Displays positive attitude toward school environment	____	____
C. Demonstrates effective written and oral communication	____	____

APPENDIX D1-B
COUNSELOR APPRAISAL REPORT

Name _____
Building _____
Directions: Comments in each area are to be written in by the appraiser, compiled from the Observation Checklist.

I. Counselor Observation
A. Guidance Performance: _____
_____

Recommendations: _____
_____

B. Guidance Area Management _____
_____

Recommendations: _____
_____

II. Professional Qualities: _____
_____

Recommendations: _____
_____

III. Personal Qualities: _____
_____

Recommendations: _____
_____

IV. General Comments (Optional): _____
_____

Overall Rating (Check One): _____ Satisfactory
_____ Unsatisfactory

Date of Conference: _____

Appraiser's Signature: _____

To be Checked by the Counselor:

_____I concur with the Appraisal.
_____I do not concur with the Appraisal.

The Counselor has the right to attach comments to the Appraisal.

Counselor's Signature: _____

APPENDIX D2-A
LIBRARIAN OBSERVATION CHECKLIST

Name _____

Building _____

I. Library Observation: Date _____ Time _____

___ Helping students locate information
___ Working on shelving materials
___ Supervising library
___ Helping teachers
___ Cataloging materials
___ Setting up displays
___ Instructing in library use
___ Ordering materials
___ Charging out materials
___ Other _____
_____

A. Librarian Performance	S	NI
1. Library is organized for easy use	____	____
2. Materials are displayed in an attractive way	____	____
3. Students are encouraged to use library	____	____
4. Librarian cooperates with teachers in setting up special reserved section for assignments	____	____
5. Library helpers are instructed and supervised in their work	____	____
6. Library is kept organized to permit free flow of materials use	____	____
7. Instruction in library usage is a part of the program	____	____
8. There is a good relationship between librarian and those making use of library	____	____
9. Other _____	____	____

B. Library Management		
1. Helpers know their jobs	____	____
2. Students know rules	____	____
3. Library is used effectively	____	____

Librarian Observation Checklist - Page 2

	S	NI
4. Materials are promptly reshelved when returned	____	____
5. Funds are used wisely	____	____
6. Magazines and periodicals are displayed	____	____
II. Professional Qualities		
A. Is punctual	____	____
B. Cooperates with staff	____	____
C. Cooperates with administration	____	____
D. Records and reports are kept up to date	____	____
E. Knows and follows school board policies and procedures	____	____
F. Knows and follows administrative policies, building regulations, and supplemental contract policies	____	____
G. Works cooperatively with parents	____	____
H. Fosters good school - community relations	____	____
III. Personal Qualities		
A. Personal appearance is conducive to the educational process	____	____
B. Displays positive attitude toward school environment	____	____
C. Demonstrates effective written and oral communication	____	____

APPENDIX D2-B
LIBRARIAN APPRAISAL REPORT

Name _____
Building _____

Directions: Comments in each area are to be written in by the appraiser, compiled from the Observation Checklist.

I. Library Observation
A. Librarian Performance: _____
_____
Recommendations: _____
_____
B. Library Management: _____
_____
Recommendations: _____
_____
II. Professional Qualities: _____
_____
Recommendations: _____
_____
III. Personal Qualities: _____
_____
Recommendations: _____
_____
IV. General Comments (Optional): _____
_____

Overall Rating (Check One): _____ Satisfactory
_____ Unsatisfactory

Date of Conference:_____
Appraiser's Signature: _____

To Be Checked By the Librarian:
_____ I concur with the Appraisal
_____ I do not concur with the Appraisal

The Librarian has the right to attach comments to the Appraisal.

Librarian's Signature _____

APPENDIX D3-A
NURSE OBSERVATION CHECKLIST

Name _____
Building _____

I. Clinic Observation Date _____ Time _____

___ Handling emergency
___ Stocking supplies
___ Working with parents
___ Working with students
___ Record updating
___ Working with staff
___ Other _____

		S	NI
A.	Performance of Nurse		
1.	Effective clinic use	____	____
2.	Pupil's emergency needs met	____	____
3.	Knowledge of first aid	____	____
4.	Knows and uses district emergency procedure	____	____
5.	Accepts assigned responsibility	____	____
6.	Other _____	____	____
B.	Clinic Management		
1.	Clinic is organized for good use	____	____
2.	Records are accurate and up-to-date	____	____
3.	Supplies are fresh and in stock	____	____
4.	Clinic is clean and attractive	____	____
5.	Routine is established	____	____
II.	Professional Qualities		
A.	Is punctual	____	____
B.	Cooperates with staff	____	____
C.	Cooperates with administration	____	____
D.	Records and reports are kept up to date	____	____
E.	Knows and follows school board policies and procedures	____	____
F.	Knows and follows administrative policies, building regulations, and supplemental contract policies	____	____
G.	Works cooperatively with parents	____	____
H.	Fosters good school - community relations	____	____
III.	Personal Qualities		
A.	Personal appearance is conducive to the educational process	____	____
B.	Displays positive attitude toward school environment	____	____
C.	Demonstrates effective written and oral communication	____	____

APPENDIX D3-B
HOWLAND LOCAL SCHOOL DISTRICT
NURSE APPRAISAL REPORT

Name _____
Buildings _____

Directions: Comments in each area are to be written in by the appraiser, compiled from the Observation Checklist.

I. Clinic Observation:
   A. Performance of Nurse: _____
   _____
   Recommendations: _____
   _____
   B. Clinic Management: _____
   _____
   Recommendations: _____
   _____

II. Professional Qualities: _____
   _____
   Recommendations: _____
   _____

III. Personal Qualities: _____
   _____
   Recommendations: _____
   _____

IV. General Comments (Optional): _____
   _____

Overall Rating (Check One): _____ Satisfactory
_____ Unsatisfactory

Date of Conference: _____

Appraiser's Signature: _____

To Be Checked by the Nurse:

_____ I concur with the Appraisal.
_____ I do not concur with the Appraisal.

The Nurse has the right to attach comments to the Appraisal.

Nurse's Signature: _____

Assistant Coach (Athletic) Supplemental Evaluation APPENDIX D4
Howland Local School District

Name:_____ Date:_____

Level of Performance:

E=Excellent S=Satisfactory NI=Needs Improvement NA=Not Applicable

	E	S	NI	NA
1. Attends expected team functions.				
2. Maintains appropriate records & submits paperwork in a timely fashion				
3. Coordinates with the Head/Activities Director for scheduling of meetings, events, travel, etc.				
4. Prepares for injuries by keeping medical supplies and emergency medical forms on hand at practices and contests. Works with the Athletic Trainer to manage injuries of athletes.				
5. Reports pregame and postgame details to required school personnel.				
6. Maintains clear and open lines of communication with athletes and families.				
7. Works with the Head Coach/Activities Director to structure a program that provides a meaningful experience for students.				
8. Keeps Head Coach, Activities Director & building Administration informed of concerns, problems or difficult situations including any safety concerns regarding equipment or facilities.				
9. Provides proper supervision prior to, during and following practices, contests and travel.				
10. Understands and follows District policies and rules & regulations established by the OHSAA and Howland Local School District.				
11. Encourages athletes to play multiple sports.				
12. Maintains positive, open lines of communication and working relationship with the booster club.				

Coaching Performance	E	S	NI	NA
1. Demonstrates knowledge of basic fundamentals, skills, and strategies of the sport.				
2. Maintains consistent, positive team discipline at practices and contests.				
3. Develops a daily practice plan to ensure organization and consistency.				
4. Models and encourages positive sportsmanship during practice and competition.				
5. Treats athletes, parents, fans and officials with respect.				
6. Communicates with the program head coach on program philosophy (i.e. playing time, strategy, etc.).				

The signature of the coach below does not necessarily indicate agreement with the above evaluation. It merely means that the coach has seen it and it has been reviewed with the coach. The coach may attach a memo explaining his/her disagreement regarding any aspect of the evaluation.

Assistant Coach's Signature **Date**

Activities Director's Signature **Date**

APPENDIX D5

Head Coach Evaluation
Howland Local School District

Name:_____ **Date:**_____

Level of Performance:

E=Excellent S=Satisfactory NI=Needs Improvement NA=Not Applicable

Communication	E	S	NI	NA
1. Maintains communication with school administration, staff, and coaches of other sports.				
2. Organizes an effective pre-season parent/player meeting that communicates program philosophy and expectations.				
3. Submits paperwork in a timely manner to all required parties.				
4. Reports pregame and postgame details to required sports media and school personnel.				
5. Maintains clear and open lines of communication with athletes.				
6. Maintains positive, open lines of communication and a working relationship with the booster club.				
7. Communicates effectively and works cooperatively with middle school/youth coaches to develop a coordinated program from youth to high school.				
8. Keeps Activities Director informed of concerns, problems, or difficult situations.				

Professional/Supervisory Responsibilities	E	S	NI	NA
1. Notifies the Activities Director of any safety concerns regarding equipment or facilities.				
2. Provides proper supervision prior to, during and following practices, contests and travel.				
3. Prepares for injuries by keeping medical supplies and emergency medical forms on hand at practices and contests. Works with the Athletic Trainer to manage injuries of athletes.				
4. Serves as a positive role model for athletes.				
5. Maintains appropriate records, collecting and submitting required forms as instructed.				
6. Attends mandatory District, Conference, Coaches Association and OHSAA meetings.				
7. Understands and follows policies, rules & regulations established by the OHSAA and Howland Local School District.				
8. Coordinates with the Activities Director for scheduling and travel arrangements.				
9. Makes responsible budgetary decisions, including fundraising projects, based upon program needs and fund availability.				
10. Provides an accurate, effective and secure system for the care of equipment, including issue, collection, inventory and storage of equipment.				

Coaching Performance	E	S	NI	NA
1. Demonstrates competence in the fundamentals, skills, strategies and overall knowledge of the sport.				
2. Maintains consistent, positive team discipline at practices and contests.				
3. Develops a daily practice plan to ensure organization and consistency.				
4. Designs training and conditioning programs that properly and safely prepare athletes.				
5. Models and encourages positive sportsmanship during practice and competition.				
6. Treats athletes, parents, fans and officials with respect.				
7. Organizes appropriate off-season programs for athletes who are not participating in another sport.				
8. Provides meaningful feedback to individual athletes to help them improve.				
9. Motivates student athletes.				

Program Leadership	E	S	NI	NA
1. Develops an effective vision and goals for the entire program and communicates that vision/goals to assistants, athletes and parents.				
2. Seeks input from assistant coaches on program issues.				
3. Communicates with assistant coaches and/or middle school coaches on program philosophy (i.e., playing time, strategy, etc.)				
4. Strives to build upon successes and continued growth in the program.				
5. Encourages athletes to play multiple sports.				

The signature of the coach below does not necessarily indicate agreement with the above evaluation. It merely means that the coach has seen it and it has been reviewed with the coach. The coach may attach a memo explaining his/her disagreement regarding any aspect of the evaluation.

Head Coach's Signature **Date**

Activities Director's Signature **Date**

Non-Athletic Supplemental Evaluation **APPENDIX D6**
Howland Local School District

Name:_____ **Date:**_____

Level of Performance:

E=Excellent S=Satisfactory NI=Needs Improvement NA=Not Applicable

Communication				
	E	S	NI	NA
1. Maintains appropriate records, collecting and submitting required forms as instructed.				
2. Submits paperwork in a timely manner to all required parties.				
3. Makes responsible budgetary decisions, including fundraising projects, based upon program needs and fund availability.				
4. Promotes activity by sharing pictures, write-ups, announcements etc. with Activities Director and building Administration.				
5. Coordinates with the Activities Director for scheduling of meetings, events, travel, etc.				
6. Works with the Activities Director/building Administration to structure a program that provides a meaningful experience for students.				
7. Maintains clear and open lines of communication with students and families.				
8. Communicates effectively and works cooperatively with other advisors and coaches.				
9. Keeps Activities Director & building Administration informed of concerns, problems or difficult situations.				
10. Provides proper supervision of students during activity.				

The signature of the advisor below does not necessarily indicate agreement with the above evaluation. It merely means that the advisor has seen it and it has been reviewed with the advisor. The advisor may attach a memo explaining his/her disagreement regarding any aspect of the evaluation.

_____ _____
Advisor's Signature **Date**

_____ _____
Building Principal's Signature **Date**

_____ _____
Activities Director's Signature **Date**

APPENDIX E-1
JOB DESCRIPTION – CLASSROOM TEACHER

TITLE: CLASSROOM TEACHER

QUALIFICATIONS: CURRENT, VALID TEACHING CERTIFICATE OR LICENSE FOR GRADE LEVEL OR SUBJECT AREA TAUGHT

RESPONSIBLE TO: BUILDING PRINCIPAL AS ASSIGNED

FUNCTIONS, DUTIES, AND RESPONSIBILITIES:

1. Effectively plans and presents lessons
2. Encourages student participation
3. Holds pupils' attention
4. Tries to motivate students
5. Uses positive approach toward students
6. Shows enthusiasm for material being taught
7. Makes assignments that are clear, concise and relevant
8. Uses techniques suitable to grade and/or subject
9. Has effective control
10. Makes appearance of room conducive to the educational process
11. Is punctual
12. Cooperates with staff
13. Cooperates with administration
14. Keeps records and reports up to date
15. Knows and follows school board policies and procedures
16. Knows and follows administrative policies and building regulations
17. Works cooperatively with parents
18. Fosters good school-community relations
19. Maintains personal appearance that is conducive to the educational process
20. Displays positive attitude toward environment
21. Demonstrates effective written and oral communication

APPENDIX E-2
JOB DESCRIPTION – GUIDANCE COUNSELOR

TITLE: GUIDANCE COUNSELOR

QUALIFICATIONS: CURRENT, VALID GUIDANCE CERTIFICATE OR LICENSE

RESPONSIBLE TO: BUILDING PRINCIPAL AS ASSIGNED

FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Uses materials effectively
2. Works with parents, teachers, and students
3. Makes referrals when necessary
4. Uses good counseling techniques
5. Has knowledge of students
6. Knows and uses proper special education placement procedures
7. Keeps records and reports private, orderly, and up to date
8. Is punctual
9. Cooperates with staff
10. Cooperates with administration
11. Knows and follows school board policies and procedures
12. Knows and follows administrative policies and building regulations
13. Works cooperatively with parents
14. Fosters good school-community relations
15. Maintains personal appearance that is conducive to the educational process
16. Displays positive attitude toward school environment
17. Demonstrates effective written and oral communication

APPENDIX E-3
JOB DESCRIPTION - NURSE

TITLE: NURSE

QUALIFICATIONS: MUST BE A REGISTERED NURSE WITH B.S.N.
MUST HOLD CURRENT, VALID SCHOOL NURSE CERTIFICATION OR LICENSE.
MUST ALSO BE CERTIFIED IN CPR AND FIRST AID.

RESPONSIBLE TO: ASSISTANT SUPERINTENDENT

FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Uses clinic effectively
2. Quickly and efficiently addresses students' emergency needs
3. Knows and uses district emergency procedure
4. Organizes records and supplies
5. Maintain an effective and clean clinic
6. Is punctual
7. Cooperates with staff
8. Cooperates with administration
9. Keeps records and reports up to date
10. Knows and follows school board policies and procedures
11. Knows and follows administrative policies and building regulations
12. Works cooperatively with parents
13. Fosters good school-community relations
14. maintains personal appearance that is conducive to the educational process
15. Displays positive attitude toward school environment
16. Demonstrates effective written and oral communication

APPENDIX E-4
JOB DESCRIPTION – LIBRARIAN/MEDIA SPECIALIST

TITLE: LIBRARIAN/MEDIA SPECIALIST

QUALIFICATIONS: CURRENT, VALID CERTIFICATE OR LICENSE IN EDUCATIONAL MEDIA OR LIBRARY SCIENCE

RESPONSIBLE TO: PRINCIPAL AS ASSIGNED

FUNCTIONS, DUTIES, RESPONSIBILITIES:

1. Organizes library resources
2. Works with teachers on lessons that include informational resources
3. Encourages student use of library
4. Directs library helpers in their work
5. Instructs and supervises library helpers in their work
6. Organizes library to permit free flow of materials' use
7. Instructs effective use of informational resources
8. Effectively manages and operates library funds, materials and help
9. Is punctual
10. Cooperates with staff
11. Cooperates with administration
12. Keeps records and reports up to date
13. Knows and follows school board policies and procedures
14. Knows and follows administrative policies and building regulations
15. Works cooperatively with parents
16. Fosters good school-community relations
17. Maintains personal appearance that is conducive to the educational process
18. Displays positive attitude toward school environment
19. Demonstrates effective written and oral communication

APPENDIX E-5
JOB DESCRIPTION – ATHLETIC EXTRA-CURRICULAR POSITION

TITLE:	ATHLETIC EXTRA-CURRICULAR POSITION
QUALIFICATIONS:	AS PRESCRIBED BY MASTER CONTRACT ARTICLE 5, SECTION C
RESPONSIBLE TO:	ACTIVITIES DIRECTOR OR BUILDING PRINCIPAL OR ASSISTANT PRINCIPAL AS ASSIGNED

FUNCTIONS, DUTIES, RESPONSIBILITIES:

1. Attends and chaperones meetings and/or activities
2. Encourages student participation as a means of self growth
3. Uses positive approach toward students
4. Has effective control
5. Complies with meeting deadlines in terms of inventory of equipment, where applicable
6. Communicates the goals of the activity to staff, students, and community
7. Plans and promotes fund-raising according to the guidelines established locally and at State level
8. Adheres to instructional plan
9. Is punctual
10. Cooperates with staff
11. Cooperates with administration
12. Sets a positive example for behavior
13. Is knowledgeable in assigned area
14. Supports and promotes students to the community
15. Fosters good school-community relations
16. Is enthusiastic
17. Demonstrates a positive attitude toward the school environment
18. Demonstrates effective oral and written communication

APPENDIX E-6
JOB DESCRIPTION – NON-ATHLETIC EXTRA-CURRICULAR POSITION

TITLE:	NON-ATHLETIC EXTRA-CURRICULAR POSITION
QUALIFICATIONS:	AS PRESCRIBED BY MASTER CONTRACT ARTICLE 5, SECTION C
RESPONSIBLE TO:	ACTIVITIES DIRECTOR OR BUILDING PRINCIPAL, OR ASSISTANT PRINCIPAL AS ASSIGNED

FUNCTIONS, DUTIES, RESPONSIBILITIES:

1. Attends and chaperones meetings and/or activities
2. Encourages pupil participation as a means of self growth
3. Uses positive approach toward students
4. Has effective control
5. Complies with meeting deadlines in terms of inventory of equipment, where applicable
6. Communicates the goals of the activity to staff, students, and community
7. Plans and promotes fund-raising according to the guidelines established locally and at State level
8. Adheres to instructional plan
9. Is punctual
10. Cooperates with staff
11. Cooperates with administration
12. Sets a positive example for behavior
13. Is knowledgeable in assigned area
14. Supports and promotes students to the community
15. Fosters good school-community relations
16. Is enthusiastic
17. Demonstrates a positive attitude toward the school environment
18. Demonstrates effective oral and written communication

APPENDIX E-7
JOB DESCRIPTION – CLASSROOM TEACHER/I.A.T. COORDINATOR PART TIME

TITLE: CLASSROOM TEACHER/I.A.T. COORDINATOR PART TIME

QUALIFICATIONS: CURRENT, VALID CERTIFICATE OR LICENSE FOR SPECIAL EDUCATION (DH, MH OR SLD), [SPEECH/LANGUAGE PATHOLOGIST, SCHOOL PSYCHOLOGIST, GUIDANCE COUNSELOR]

RESPONSIBLE TO: BUILDING PRINCIPAL AS ASSIGNED/SPECIAL EDUCATON SUPERVISOR

FUNCTIONS, DUTIES, AND RESPONSIBILITIES:

1. Effectively plans and presents lessons
2. Encourages student participation
3. Holds pupils' attention
4. Tries to motivate students
5. Uses positive approach toward students
6. Shows enthusiasm for material being taught
7. Makes assignments that are clear, concise and relevant
8. Uses techniques suitable to grade and/or subject
9. Has effective control
10. Makes appearance of room conducive to the educational process
11. Is punctual
12. Cooperates with staff
13. Cooperates with administration
14. Keeps records and reports up to date
15. Knows and follows school board policies and procedures
16. Knows and follows administrative policies and building regulations
17. Works cooperatively with parents
18. Fosters good school-community relations
19. Maintain personal appearance that is conducive to the educational process
20. Displays positive attitude toward environment
21. Demonstrates effective written and oral communication