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# **2019-2021**

## ***Negotiated Contract***

***Oak Hill Union Local  
Education Association***

***and***

***Oak Hill Union Local  
Board of Education***

**July 1, 2018 through June 30, 2021**

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**Article I**  
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**Bargaining**

The Oak Hill Union Local Board of Education recognizes the Oak Hill Union Local Education Association/OEA/NEA as the sole and exclusive bargaining agent and representative for the members of the bargaining unit. The "bargaining unit" consists of all full-time and regular part-time certified/licensed staff members, including LD tutors (regularly scheduled to work 20 hours or more per week), school nurse, athletic director/teacher, or others employed by the Board under regular teaching contracts. In this agreement, members of the bargaining unit are also referred to as "teacher" or "employee." Elsewhere in this agreement, any reference to "certificated" shall mean "certificated/licensed;" "certified" shall mean "certified/licensed;" "certification" shall mean "certification/licensure;" and "certificate" shall mean "certificate/license." Excluded from this bargaining unit and not subject to the terms of this agreement are the superintendent, principals, treasurer, assistant superintendent, directors, substitutes (unless they have worked 60 consecutive days in the same position) or any other administrative and/or supervisory personnel as defined in Section 4117.01 of the Ohio Revised Code.

"Full-time" is defined as an employee who is employed to perform a full day's work as defined by this Agreement for 120 or more days in a work year.

"Part-time" is defined as an employee who works less than a full day as defined by this Agreement and/or less than 120 work days per work year.

Unless specifically addressed in this Agreement, all past practices, agreements, procedures, traditions, rules and regulations shall be preserved, maintained, and continued.

All work performed by bargaining unit members and any similar work shall be designated as "bargaining unit work."

Either the Association or the Board may initiate negotiations by serving written notice upon the other party not less than sixty (60) days prior to the expiration of this agreement. Within forty (40) working days of transmittal of said submission letter, the parties shall hold their first negotiating session. At any negotiation session either party may be represented by no more than three (3) representatives, unless both parties agree to change the number permitted on each team.

In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service and such request shall be deemed a joint request. Cost will be shared equally by the Board and Association. In the event that the services of a mediator are called upon, the mediation process shall last for a maximum of thirty (30) days following beginning date of mediation or until the

expiration date of the contract, whichever is greater.

## **Article II**

### **Association Rights and Activities**

Inasmuch as the Oak Hill Union Local Education Association/OEA/NEA is recognized as the sole and exclusive organization representing certified/licensed employees, the Oak Hill Union Local Board of Education recognizes that in order to effectively represent and communicate with its members, certain services are necessary. The Board therefore authorizes the Association:

1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
2. To use Board-owned equipment including typewriters, computers, printers, calculators, copiers, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies, such as copier, computer, and typing paper, will be supplied by the Association.
3. To use the inter-school mail system in the schools' offices to distribute Association Bulletins, newsletters, or other circulars.
4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and administration.
6. To allow representatives to call meetings of Association members within the building, but not on class time or in conflict with other scheduled meetings.
7. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of teachers must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board the Administration.
8. To represent bargaining unit members on any employment-related matter.
9. To address any subject at Board meetings.

The Association will be provided with:

1. Copies of all Board Agendas. Minutes and financial reports upon specific request to the Superintendent by the President of the Association. Complete minutes of the Association will be provided to the Superintendent.
2. Copies of the following forms: appropriations, budget, and training and experience grid. Such copies shall be given to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.
3. Upon specific request for a specific item, any other data or documents which will assist it in developing intelligent, accurate, informed, and constructive programs for members and their students, together with other available information which may be necessary to formulate programs or process grievances.
4. A place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board.
5. A place on the agenda of all meetings called by the Administration, whether county-wide or within buildings, if permission is granted by the Administration calling the meeting. Permission must be granted in advance of the meeting.
6. Copies of Board meeting summary (administrative notes to be distributed in same manner as job postings).

### **Article III** **Pay Periods**

Each member of the certified/licensed staff shall be offered written contracts in keeping with the provision of the Ohio Revised Code.

**Subsection 1.** Compensation for supplemental contracts shall be paid upon completion of assigned duties and at the next scheduled supplemental pay date: 2nd pay in November, 1st pay in March, or 2nd pay in May.

**Subsection 2.** Teachers shall be paid in twenty-four (24) equal installments on the 15th and last day of each month with the first pay being August 31st. If the 15th or last day of the month falls on a weekend or legal holiday, then teachers will be paid on the preceding business day. Payroll checks will be issued in sealed envelopes.

**Subsection 3.** Teachers newly hired to the system, under a contract effective July 1, 2008 and thereafter, will have pay checks deposited directly to any financial institution with a Direct Deposit Confirmation sent electronically to an e-mail address of his/her choice.

### **Article IV** **Reprimand of Professional Staff**

Teachers shall be disciplined for just cause. The Board of Education agrees and understands that each professional staff person shall have the opportunity to be accompanied by one representative of his/her choice at any formal reprimand meeting.

The Board further agrees that no employee will be reprimanded in the presence of any other teacher, student, or parents of students or any non-certified employee, unless agreed to by the teacher; provided, however, that the principal shall be entitled to have one witness of his/her choice present at any formal reprimand session. It is also understood that teachers shall not publicly rebuke individual principals, other administrative personnel, or students.

The role of the teacher's representative at the reprimand session shall not include arguing the merits of the reprimand.

Reprimand meetings shall not be delayed longer than three (3) days in order for the teacher to secure representation.

An informal conference is a private meeting between an employee and his/her immediate supervisor. Minutes and/or notes from these informal conferences will be kept confidential in the principal's office and will not be made part of the employee's personnel record which is kept in the office of the Superintendent. Furthermore, these minutes and/or notes from these informal conferences will be removed and destroyed at the end of the contract year.

A formal conference and/or reprimand is a meeting held between an employee and the immediate supervisor along with representatives and witnesses as prescribed in this article. Minutes, recommendations, and/or reprimands may be placed in the employee's personnel record which is kept in the office of the Superintendent and may be used in the evaluation of the employee.

An employee may appeal a formal reprimand through the same channels as prescribed in Article XV. Grievance and Arbitration Procedure.

### **Article V** **Evaluation Procedure**

The Board and the Association agree to use the OTES Model and its supporting documents for teacher evaluation per the requirements set forth by ORC 3319.11 and 3319.12.

The Board and Association also agree that through the Evaluation Committee established under this article, future changes, amendments and legislative changes would be addressed through the MOU process as needed.

The OTES framework and details of this article shall be attached as an appendix to this CBA.

\*See Attached OTES Enclosure

## **Article VI** **Committees**

The Board and the Association agree that teachers should participate in reviewing current educational problems and make recommendations to the Administration in the following manner: a curriculum committee(OIP), an in-service committee(OIP) and book selection committees shall be appointed jointly by the Association and Superintendent or his/her designee. Fifty percent (50%) of each committee's membership shall be appointed by the Superintendent or his/her designee. The balance of each committee's membership shall be appointed by the Association. The chairperson shall be elected by the committee. The size of the committee shall be determined by the Superintendent. A teacher shall not be required to serve on more than two (2) committees per school year.

In addition, the Board and Association agree to participate in an "Administrative Advisory" Committee made up of District Staff, OHULEA & OHULIE members to discuss, as needed, issues of importance such as Insurance, Safety & Security, Evaluations & Assessments, and etc. The Committee membership shall be: Three (3) members from District, Three (3) members from OHLEA and Three (3) members from OHULIE. The Superintendent shall determine, with recommendations from the Associations, the frequency and content of the Meetings.

## **Article VII** **Management Prerogatives of the Board**

1. Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement.
2. The rights, powers, and authorities mentioned in 1 above shall include, but shall not be limited to, the following:
  - A. The right to manage and control the schools and to determine the equipment, curriculum, texts, methods of instruction, teaching schedules, schedules of events, schedules of working hours, assignments of teachers and pupils, class size and location of classes, and the right to establish and maintain standards of quality and professional competence, to establish, maintain, and amend occupational classification, to establish working rules and regulations, to lay off and recall teachers and other employees when necessary.
  - B. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at professional meetings and the compensation and reimbursement of said expenses.

- C. The authority to hire, rehire, promote, and assign teachers and other employees; to maintain discipline and efficiency; and to suspend and discharge teachers and other employees for justifiable reasons.
  - D. All rights, powers, and authorities granted at any time to Boards of Education by laws of the State of Ohio.
3. Where the rights, powers, and authorities itemized in 2 above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided herein.

### **Article VIII** **No Strike Clause**

Inasmuch as adequate grievance and arbitration machinery has been provided in this Agreement, the Association agrees that there will be no strike, walkout, "study day," "professional holiday," or other work stoppage or any other effort to interfere with the operation of any school or the school district for the duration of this Agreement.

Any teacher who initiates or participates in a strike or any other act prohibited by this Article will be subject to disciplinary action by the Board.

The Association will make every effort at its disposal to prevent and/or immediately terminate any violation of this Article.

Employees do have the right to strike under the provisions of the Collective Bargaining Law.

**Article IX**  
**Policy Affecting Employment**

There shall be no discrimination for exercise of employment rights or in the application of this Agreement because of an employee's membership or lack of membership in the Association; because of activities, or lack thereof, on behalf of the Association; or because of the race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, or personal life of an employee.

In keeping with the above rights, all provisions of this Agreement shall be uniformly applied.

The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement outside the classroom without reprisal in any form.

Due process shall be provided to all certificated teachers through the Grievance and Arbitration Procedure.

## **Article X - Leaves**

### **Sick Leave**

Sick leave credit shall accumulate at the rate of 1 ½ days per month and at a maximum of fifteen (15) days per year.

Sick leave can accumulate to three hundred twenty-five (325) days only for the purposes specified in this Article. Unused personal leave will be converted to accumulated sick leave at the end of each school year.

Each beginning teacher shall be granted a minimum of ten (10) days advance sick leave upon employment by the Board, but if the teacher leaves the employment of the Board before ten (10) days have accumulated, the difference between the accumulated and the used days shall be deducted from the final pay due the teacher. A current teacher who has exhausted all accumulated sick leave will be advanced five (5) days of sick leave per year. A current teacher participating in the "Sick Bank" shall be ineligible for the advancement of five (5) days of Sick Leave.

Any teacher transferring to the employment of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 143.29 of the Ohio Revised Code.

Sick Leave may be utilized in one-fourth (.25) day increments.

If unused sick leave accumulation information does not regularly appear on payroll stub, it shall be reported to each teacher by the Principal in August. Sick leave may be used for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees or children. Sick leave may be used for absence as a result of illness or disability due to pregnancy during periods when the teacher is not on child care leave. Up to fifteen (15) days of sick leave may be used when adopting a child or for emergency child care reasons during periods when not on child care leave. Such leave shall be limited in accordance with the following paragraphs:

1. A teacher may use up to five (5) days accumulated sick leave for death of the following family members: spouse, children, father, mother, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, or anyone living in the same household as the teacher. Also included are step-, great-, half-, and extended family members.
2. A teacher may use one (1) day accumulated sick leave for death of family members not covered in paragraph 1.
3. A teacher may use accumulated sick leave for illness in the immediate family. Immediate family, according to this paragraph, shall be spouse, children, mother, father, grandchildren, grandparents, father-in-law, mother-in-law, and others living in the same household as the teacher.

4. No teacher shall be charged a day of sick leave when school is not in session.
5. Leave for death in the family may be extended upon prior approval of the Superintendent.

Teachers granted such leave should be replaced by a substitute according to the Board adopted policy governing employment practices.

***Each employee will complete a form requesting payment for Sick Leave. The Employee will state the reason for use of Sick Leave. If Medical attention is required, the Employee will state the Name and Address of Practitioner and date(s) of visit(s). Proven falsification of said statement may lead to disciplinary action.***

Individuals who have accumulated the maximum days of sick leave, and who do not use more days of sick leave than remain to be earned for the year, will continue to retain the maximum days. This will be reflected on the check stub following a reconciliation of attendance and adjustment by September 1 of each year. Retiring teachers will receive full credit for all days earned.

Each teacher's maximum accumulation will remain at the highest level achieved regardless of subsequent contractual changes. However, if contractual changes no longer entitle a teacher to a higher maximum, any use of sick leave and/or personal leave in excess of eighteen (18) days per year will result in accumulated sick leave decreasing. Sick leave may then accumulate up to the current contract maximum.

## **Sick Leave Bank**

Each employee may contribute one day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each member upon approval of the Superintendent. Only contributors can draw from the bank.

### **1. Establishment**

- A. Each employee may contribute one day of his/her accumulated sick leave to the sick leave bank during the enrollment period. The enrollment period will be the first two weeks of each school year. New teachers will have two weeks to enroll. The donated day is not returnable.
- B. The initial membership enrollment period will extend until July 31, 1997. If ten (10) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.
- C. During the year, additional days may be donated by bank members upon approval of the Superintendent.

### **2. Operational Procedures**

- A. Loans from the sick leave bank will be limited to those individuals who have contributed to the bank at any time. ***Individuals may not enter the Sick Bank while still owing "Borrowed Days".***
- B. A loan will be limited to days of personal illness. A doctor's statement is required with the application to be considered for a loan. Applications for loans will be submitted to the Superintendent.
- C. 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 as prescribed under Article X, SickLeave.

### **3. Loan and Pay Back Procedures**

- A. The maximum number of days that a person may borrow per school year is 10% of the total days in the bank at the end of the enrollment period. Additional days may be granted at the discretion of the Superintendent.
- B. The member who borrows days will pay back each year the days at the rate of 100% of his/her annual accumulated sick leave at the end of the contract year until the total number of days borrowed has been restored to the bank. This portion of the Contract has been amended effective July 1<sup>st</sup> 2017.

- C. Any person who leaves the district employment while indebted to the bank for sick days shall cause said days to be deducted from the final pay due to the employee.

### **Local Professional Development Committee (LPDC)**

Each teacher who serves on the LPDC shall be granted up to five (5) days professional leave whenever possible in order to complete their duties; however, when it becomes necessary to execute such duties beyond the school day, teachers will be additionally compensated an amount equivalent to 7/100 of one percent (.07%) of the base/per hour. In any event, teachers may submit a voucher to be reimbursed for travel at the prevailing rate. Teachers will be paid in one lump sum at the conclusion of the school year.

### **Disability Leave**

After a teacher's accumulated sick leave has been used up, should further physical or mental disability occur from personal illness, injury, exposure to contagious diseases, or disability due to pregnancy during a period when the teacher is not on Parental Leave, disability leave, without pay or benefits, shall be used for the remaining period of such disability as authorized by the Administration. A written application for disability leave of absence without pay shall be made by the teacher in such cases. This application must be accompanied by a statement from the attending doctor indicating the nature of the illness and a definite recommendation that the teacher be relieved of his/her duties.

At least thirty (30) days before a teacher on disability leave expects to resume his/her duties, the teacher must request reinstatement in writing. Not less than ten (10) days before termination of disability leave, a doctor's statement must be submitted by the teacher. This statement shall certify that the teacher has been examined and is able to resume his/her duties when the leave of absence expires.

### **Parental Leave**

Teachers may use sick leave or advancement thereof, as authorized by this Agreement, for illness or disability due to pregnancy. In all cases Parental Leave shall begin and end with a statement by the employee's attending physician. Teachers who do not have sufficient sick leave available to cover the period of disability due to pregnancy as hereafter defined shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave.

Application for leave of absence due to disability caused or contributed to by pregnancy shall be submitted in writing to the Superintendent at least ten (10) working days in advance of use. The employee's failure to make a timely application may be waived by the Superintendent or his/her designee.

Any employer-initiated leave shall be in accordance with the Ohio Revised Code.

### **Child Care Leave**

In addition to Parental Leave, a teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for child care reasons to begin six (6) weeks following termination of pregnancy or, in the case of adoption, upon receipt of custody. The term of leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program and may, as recommended by the Superintendent, be for the remainder of the school year and may be extended for an additional school year upon application for extension.

Application for child care leave shall be made in writing to the Superintendent as far in advance as possible.

Child care leave is available to a teacher who is the mother or father of an infant child (by birth or adoption) and who is directly and immediately responsible for the full-time care of that child. In the case of adoption, child care leave is available for the care of a pre-school age child.

Child care leave shall be granted without pay.

A teacher on child care leave shall have the right to maintain in force health and life insurance benefits, pending approval and subject to the conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums, in advance, directly to the treasurer of the board by the first of each month. Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of the leave.

No teacher shall return to service prior to the expiration date of leave without the approval of the Superintendent. Any teacher who does not return to service at the stated termination date of leave shall be deemed as having abandoned their contract and all rights and privileges of employment shall thereupon be extinguished.

A teacher on child care leave shall notify the Superintendent by July 10 of their intent to return to duty, request additional leave, or resign from service.

A teacher returning to duty from child care leave shall be reinstated to the same or similar position, salary steps, and range to that held prior to the leave unless leave extends beyond the remainder of the school year and an additional school year upon application for extension.

### **Personal Leave**

At the beginning of each school year, each employee shall be credited with three (3) days of personal paid leave.

Personal leave may be utilized in one-fourth (.25) day increments.

Personal leave shall be non-accumulative; however, unused personal leave will be converted to accumulated sick leave until the maximum (as specified elsewhere in this Article) is reached.

Any employee using personal leave shall notify his/her immediate supervisor at least twenty-four (24) hours in advance except in cases of emergency.

### **Jury Compulsory Leave**

An employee who is subpoenaed or summoned to serve jury duty or to appear before a court or agency in cases in which they are not parties shall be granted all necessary leave. The employee's compensation for said leave shall be with pay if the compensation received for the service (less mileage) is remitted to the Board.

### **Military Leave**

1. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.
2. Any teacher whose teaching service in the Oak Hill Union Local School District has been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code, and shall be given full credit on the salary schedule for such service.
3. Military leave shall be granted pursuant to Section 5923.05 of the Ohio Revised Code.

### **Association Leave**

1. The Association will be granted leave for each OEA Representative Assembly a maximum of two (2) days with pay each for two (2) delegates.
2. A limit of one (1) Association member who is elected or appointed to the governing body of OEA shall be granted leave with pay to attend meetings of such bodies, not to exceed five (5) days per year.

### **Assault Leave**

Any teacher absent due to physical disability resulting from an assault by a student during the course of Board employment, or by any other person on school district property, shall, upon written request, be granted a leave of absence with full pay and benefits for the period of physical disability in accordance with a doctor's written statement specifying the time needed for recovery and the nature of any medical treatment necessary. Leave granted under this policy shall not be charged against sick leave. After twelve (12) continuous months on Assault Leave, leave is terminated and the employee must use sick leave and/or seek disability, if applicable.

### **Professional Leave**

Section 1. A professional leave fund shall be included in the budget of the Oak Hill Union Local Board of Education in an amount to be used for the payment of the expenses of the certified teaching personnel of the Oak Hill Union Local School System who are attending approved professional meetings, and/or workshops, and/or school visitations.

Section 2. The term, professional days, is not to include days when a teacher accompanies students to meetings, competitions, and the like.

Section 3. All Professional Leave is subject to approval of Superintendent or Designee.

### **Unpaid Leave of Absence**

Teachers may be granted by the Board an unpaid leave for absence that is not covered by any other leave policy. Application for unpaid leave of absence shall be made in writing to the Superintendent as far in advance as possible. The Superintendent may recommend leave for the remainder of the school year.

An employee on unpaid leave shall have the right to maintain in force health and life insurance benefits, pending approval and subject to the conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums, in advance, directly to the treasurer of the board by the first of each month. Failure to pay such premiums by the first of each month shall void the employee's right to maintain insurance benefits for the duration of leave.

No employee shall return to service prior to the expiration date of leave without the approval of the Superintendent. Any employee who does not return to service at the stated termination date of leave shall be deemed as having abandoned their contract and all rights and privileges of employment shall thereupon be extinguished.

Prior to March 31 of each school year during which leave expires, an employee on unpaid leave shall notify the Superintendent of their intent to return to duty, request additional leave, or resign from service.

An employee returning to duty from unpaid leave shall be reinstated to the same or similar position without loss of status or compensation unless leave extends beyond the remainder of the school year and an approved extension of an additional school year.

Seniority will not be broken by unpaid leave of absence, but such time will not be counted in computing seniority.

This provision does not diminish any other entitlements provided by law.

### **Attendance Incentive Policy**

At the beginning of each School Year, an Employees' first six (6) days, combination of Sick Days and/or Personal Days, shall be worth \$200.00/day for the purpose of this Incentive. The balance of the six (6) days, unused at the end of the School Year, shall be paid to the Employee at the last June Pay at a rate of \$200.00 times the remaining days (remaining/unused of the six (6))

Employees participating in the Sick Leave Bank shall be ineligible for the Attendance Incentive until the total number of days borrowed has been restored to the Bank. (Effective July 1st 2017)

\*The Board and Association agree that if the "New" Incentive does not significantly reduce the number of "Used" Sick Days, the Attendance Incentive Policy will simply revert back to the previous version.

**Article XI**  
**Transfers, Reassignments, and Promotions to Vacant or**  
**New Positions**

1. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15 of each school year.
2. In acting on a request for voluntary assignment and/or transfer, the following criteria apply:
  - A. Individual qualifications.
  - B. Instructional requirements.
  - C. Staff availability and experience.
  - D. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the school system.

No employee will suffer any loss of rights due to implementation of a voluntary transfer.

The employer will provide to the employee written reasons for any denial of transfer (reassignment).

3. A teacher being involuntarily transferred will be placed only in a position which involves no reduction in rank or in total compensation and no impairment of tenure. No involuntary transfer shall be made after the first day teachers are required to report.

Military service in the time of national emergency, a call to active duty in the armed services, shall be credited as full time in determining seniority when the teaching service is interrupted.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reasons. No teacher will be transferred arbitrarily, capriciously, or without rational basis.

An involuntary transfer is any reassignment within the bargaining unit that is not initiated by the employee.

4. An involuntary transfer shall be for good and just cause only.
5. A vacancy exists when any position becomes available in the bargaining unit resulting from:

- A. The creation of a new bargaining unit position.
- B. An employee's leaving employment as a result of a termination, resignation, or death; non-renewal for just cause; transfer to another bargaining unit position; assuming a non-bargaining unit position; leave of absence for more than 180 working days, and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.

Applications from current employees shall be given primary consideration in the filling of new and existing vacancies, including vacancies in supervisory positions.

No vacancy shall be filled temporarily for more than ninety (90) days.

- 6. Whenever a new position or vacancy arises, including supplemental positions, the Superintendent shall:
  - A. Promptly notify the Association President of the position(s) available and the qualifications for each.
  - B. Promptly post in the Board Office notice of the position(s) available and the qualifications for each.
  - C. Electronically notify each employee of the qualifications for the position(s). During times when school is not in session provide, with the next paycheck to those employees that have made written request for such, a notice and qualifications for the position(s).

Applications will be accepted and the position will not be filled for three (3) business days following posting.

Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be deemed better by the Superintendent.

- 7. If a teacher's position is eliminated because of:
  - A. Reduction in pupil enrollment
  - B. Reduction of a program provided that such reduction is not for arbitrary or discriminatory reasons
  - C. Bona fide consolidation then that teacher may request reassignment/transfer or, if no request is made, be involuntarily transferred. Either of these actions will be made under the provision of this Article. If no vacancy exists, a teacher may displace the least senior teacher, but only when failing to do so would result in the layoff of the senior teacher.

8. No transfer, reassignment, or promotion shall be used to contravene other rights or privileges provided in this Agreement.

## **Article XII** **Seniority**

Seniority shall mean the length of continuous employment in any bargaining unit position. Every teacher's name shall appear in order of seniority on a list of his/her area(s) of certification/licensure. Teachers with continuing contracts shall be placed at the top of the list in descending order of seniority. Teachers with limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

Seniority shall be computed from a teacher's original date of employment, and will begin to accrue from said date. Seniority shall continue to accrue during all paid leaves of absence or during periods of layoff. Seniority will not be broken by unpaid leaves of absence or employment of the Board in a position outside of the bargaining unit, but such time will not be counted in computing seniority.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Non-renewal, termination, or resignation.
2. Retirement (except for STRS disability).
3. Failure to accept recall under the provisions of the Recall after Reduction in Staff Article.
4. Failure to return to work at the expiration of a leave unless extension of leave is granted.

If two or more teachers have the same length of continuous service, then seniority will be determined by the date of the Board meeting at which the teacher was hired; then by the date of their latest application for employment.

The seniority list shall be made available to the Association annually within thirty (30) days of the request. The seniority list will indicate, by area of certification/licensure, the date of employer resolution to hire, and the contract status (limited or continuing) of each teacher. Any changes in the seniority list will be promptly posted. A copy of such list and all changes thereto shall be provided to the Association. The Association will inform the Superintendent of any errors in the seniority list within ten (10) work days after receipt. A corrected list should be posted within another ten (10) work days.

**Article XIII**  
**Length of School Year and Day**

1. **Length of School Year:** The length of each school year will include 178 days of student instruction, 2 teacher in-service days, and 2 parent-teacher conference days (or the maximum allowed by law), for a total of 182 days or the minimum days required by law. If necessary, no more than four (4) evening conference nights will be held during the school year, with each being during a different quarter, and not exceeding six (6) hours each, with no more than twelve (12) accumulated hours peryear.

The school year shall not begin before August 18 and will not end after May 31. The school year may extend beyond May 31 in order to fulfill minimum number of days required by state minimum standards.

2. **Preparation Time:** Preparation period and preparation time is defined as time set aside during the school day for use by the teacher in preparing the classroom duties, counseling students, and other similar related educational activities.

All elementary teachers shall have at least 200 minutes per week for preparation time during the student day. Each preparation period shall consist of no less than fifteen (15) consecutive minutes.

Each secondary school teacher shall have at least one preparation period during each student day. Each preparation period shall consist of no less than 40 consecutive minutes.

Every effort will be made to secure a substitute before requesting teachers to use preparation period for substitute services.

Teachers who are asked by supervisors and consent to use regularly scheduled preparation time for substitute services will be additionally compensated an amount equivalent to 7/100 of one percent (.07%) of the base/per hour. Under emergency conditions, teachers may be required on a rotational basis to use regularly scheduled preparation time for substitute services (with aforementioned compensation). Teachers should not be asked to provide substitute services more than twice a week unless agreed to by the teacher.

Elementary teachers will be considered providing substitute services if it becomes necessary to retain their own students during normally scheduled preparation times.

In any given week for any given teacher, the maximum time for which compensation will be paid shall not exceed the regularly scheduled preparation time.

A form with the date and time of services rendered will be kept and a copy provided to the teacher.

3. **Lunch Breaks:** All teachers shall have a duty-free uninterrupted lunch period of no less than thirty (30) minutes each day.

4. **Length of School Day:** The length of each school day shall not exceed a maximum of seven hours and thirty minutes. The school day will not begin before 7:30 a.m. nor will it end after 4:30 p.m., unless mutually agreed upon between both parties. The work day will be continuous from the time teachers are required to report. Faculty, grade, or departmental meetings may take place after school hours, but shall not occur more than twelve (12) times per year and shall not last more than forty-five (45) minutes beyond or before the staff's normal departure or arrival time. Such meetings, except for emergency meetings, shall provide at least one-day notice to all employees affected.

Any other employer-initiated work-related activities (other than those described in this Article), that must be performed outside the defined work day, shall be voluntary or paid on an hourly basis.

The regular school day may be extended temporarily for only these reasons and these amounts:

1. Parent-Teacher conferences (Art. XIII, Para. 1) - up to 6 hours
2. Excessive calamity days (Art. XIII, Para. 1) - up to 1 hour
3. Faculty, grade, or departmental meetings - up to 45 minutes

5. **Class Changes:** Class changes at high school to be worked out by Friday one week classes scheduled will be changed the following week.
6. **Travel Time:** Those employees assigned to more than one work site will be given an appropriate and reasonable amount of time, during the defined work day, to conclude their activities at one site, safely travel to the next site, and then prepare for students.
7. **Calamity Days:** Teachers will not be required to report the first eight (8) days (if Blizzard Days are available) school is canceled because of a calamity. This will have no effect on the compensation of the employee since days will be made-up as required. If students are dismissed early because of a calamity, teachers are excused after all of their students have departed. On days when the opening of school is delayed, buildings should be staffed at regular times insofar as safe and practical; however, teachers are not required to report until the delayed opening time.

The District will provide five (5) Contingency Days on its approved School Calendar each year for the use of additional instruction of students or Professional Development of its Staff. Additionally, both parties may mutually agree that teachers will report to work on Calamity Days for Professional Development activities, planning for student instruction, etc. *As the need may arise, the Association and the Board of Education may agree to allow Bargaining Unit Members to "Make-Up" lost time due to "Schools being Closed" through the following: Reporting to Work on Calamity Days, attending School Events such as Graduation or etc., adding additional time to the School Day, and/or other PD Activities that the two Parties may agree upon at the time.*

8. **Work Week:** The length of the regular school week shall not exceed 37.5 hours, Monday through Friday, unless mutually agreed upon between both parties

The regular school week may be extended temporarily for only these reasons and these amounts:

1. Parent-Teacher conferences (Art. XIII, Para. 1) - up to 6 hours
2. Excessive calamity days (Art. XIII, Para. 1) - up to 5 hours, unless mutually agreed upon between both parties.
3. Faculty, grade, or departmental meetings (Art. XIII, Para. 4)- up to 45 minutes

## **Article XIV** **Personnel Files**

**Professional Personnel Records:** Certain personnel records shall be kept up to date and on file for reference at all times. These and other personnel records shall be in one file in the office of the Superintendent.

The file for each bargaining unit member shall be limited to items relating to work performance, discipline, and routine financial or personnel data, including:

1. Application for employment, including references.
2. Ohio teacher certificates/licenses.
3. Transcript of college credits showing the official record of the degree granted, original or certified copy.
4. Record of military service.
5. Medical records.
6. Teacher evaluations.

A copy of all material placed in the file after the effective date of this Agreement shall be sent to the teacher when the original is placed in the file, with the exception of 1 through 6 above. Both the original and the copy shall show the date of the filing. The teacher shall have the opportunity to reply in writing to any such materials and such reply shall be attached to the filed copy. All file entries shall be signed and dated by the supervisor of the affected bargaining unit member. The personnel file shall not contain information that is misleading, inaccurate, or invalid. Anonymous documents shall not be placed in the personnel file nor shall they be made a matter of record.

Each teacher shall have the right, upon written request, to review all contents of his/her own personnel file, with the exception of item 1 listed above. A representative of the Association may, at the teacher's request, accompany the member during such a review.

A bargaining unit member may request a copy of any item or items in his/her personnel file, excluding item 1 above. These copies will be provided at no charge.

At the request of the teacher, all material of a derogatory or disciplinary nature will be expunged five (5) years after the date placed in the personnel file.

**Article XV**  
**Grievance and Arbitration Procedure**

A "grievance" is any dispute between a teacher or group of teachers and the Board or the Administration concerning the interpretation, application, or alleged violation of the Negotiated Agreement.

A "grievant" is an employee or group of employees (each affected by similar circumstances) in the bargaining unit, alleging a grievance. The Association may file a grievance on behalf of two or more members in its own name ("class action grievance").

The definition of "immediate supervisor" shall be: For an employee assigned to one building, their supervisor is the building principal.

For an employee assigned to more than one building having more than one principal, their "immediate supervisor" shall be determined by the Superintendent.

The Association shall designate one representative and one alternate representative as its grievance representative in each building. Any teacher may consult their representative for assistance with a grievance. The principal of each school building may also file a grievance on behalf of the Board with such representative.

A "day" in this section shall be defined as a school day during the regular school year. During the summer months when school is not in session, a "day" shall be Monday through Friday, exclusive of holidays.

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

Both parties agree that grievance proceedings should be handled in a confidential manner.

Nothing contained herein shall be construed as limiting the individual rights of a teacher having a grievance to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the provisions of this Agreement.

An aggrieved teacher shall initiate action on a grievance under the grievance procedure within twenty-one (21) days of the event upon which the grievance is based. If the initiation of such action is longer than twenty-one (21) days, the right to use the grievance procedure shall be deemed waived unless otherwise agreed by both parties to this Agreement.

**Procedure:**

The time limits provided herein shall be adhered to strictly as maximums for each grievance to ensure rapid resolution of problems and issues concerned. Time limits may be

extended only by mutual agreement of all parties concerned. Any grievance not advanced to the next level by the grievant within the time limits provided shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

Any grievance not answered by the Administration within the time limit for that level may be appealed to the next level.

#### Level One-Informal:

Within twenty-one (21) days of an event upon which a grievance is based, the grievant shall discuss the problem with the grievant's immediate supervisor. The grievant may do this alone or with his/her grievance representative. In cases where the Board or the Administration is the grievant, the grievance procedure shall begin at Level Two.

#### Level Two-Formal:

In the event the aggrieved is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, the grievant may inaugurate formal proceedings. Formal proceedings shall be inaugurated by the filing of a written grievance within thirty-six (36) days of the event upon which the grievance is based.

In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the administration; and one (1) for the Association.

Within five (5) days of the filing, a hearing shall be arranged between the aggrieved, the immediate supervisor, and one Association representative, and other parties as needed to give information relative to the grievance. The disposition by the Supervisor shall be added by the Supervisor to the Grievance Report Form in triplicate within five (5) days after adjourning this hearing.

#### Level Three:

If the aggrieved person is not satisfied by the disposition of the immediate Supervisor he/she may seek a hearing with the Superintendent or his/her designated representative within seven (7) days after receipt in writing of the Supervisor's answer at Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next seven (7) days a hearing shall be arranged between the aggrieved, the Superintendent or his/her designated representative (who must be someone other than the aggrieved person's immediate supervisor), and a representative of the Association, and other parties that may be needed to give information relative to the claim. The disposition of the Superintendent or his/her designee shall be completed in writing within five (5) days after adjourning this hearing.

#### Level Four:

If the grievant is not satisfied with the disposition at Level Three, they may request that the issues be submitted to arbitration within five (5) days after receipt of the written notice of the action taken at Level Three.

The arbitrator shall be selected from a list or lists submitted by the American Arbitration Association. If the parties cannot agree on a selection of the arbitrator within twenty-one (21) days, the arbitrator shall be designated by the American Arbitration Association.

The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of this Agreement or to make any award which is inconsistent with the terms of the Agreement or contrary to law.

The arbitrator shall make his report and recommendation to the parties. The arbitrator's decision shall be binding upon the parties.

The fees and expenses of the arbitrator shall be shared equally. Any other expenses resulting from the grievance shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed to that such hearing is during a witness' regular hours of employment.

#### Miscellaneous:

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.

A grievance may be withdrawn at any level without prejudice or record.

Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, and the appropriate administrator.

No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Agreement.

Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

Records of the grievance proceedings shall be confidential information. Official records shall be kept in a confidential separate file by the treasurer of the Board.

No teacher will be subject to discrimination, harassment, or intimidation as a result of filing a grievance or utilizing the grievance processes.

**Article XVI**  
**Payroll Deductions**

Certified employees may sign and deliver to the Board an authorization for deduction from their paychecks, membership dues and assessments of the Association and its affiliates with the exception of the Oak Hill Union Local Education Association dues. Such authorization shall continue in effect until such time that said individual gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

All payroll deductions will be deducted in equal amounts over the pay periods of the individual's contract year, or the remaining pay periods after authorization is given. All deductions will be made without additional charge to the employee or the Association.

All money so deducted shall be forwarded quarterly to the Ohio Education Association as stipulated by Agreement between the Association and the Board treasurer.

If any employee's employment is terminated before completing all dues payments authorized by him, the unpaid balance will be deducted from the final check received by said employee and will be remitted in the manner as the regular monthly deduction.

Certified employees may sign up for insurance programs and investment programs which have been accepted by the Board. The treasurer of the Board shall deduct from the employees' checks payments to such programs in amounts as may be required by the contracts between the Board and companies involved.

## **Article XVII**

### **Reduction in Staff**

Teachers may be laid off only when their positions are eliminated as a result of the following:

1. A reduction in pupil enrollment.
2. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons. No teacher will be laid off or eliminated as a result of implementation of post-secondary education options, interactive television, or use of noncertified teachers.
3. A bona fide consolidation.

The employer will notify the Association and teachers whose jobs are in jeopardy of the anticipated layoffs in writing no later than April 30. Prior to implementation of a Reduction in Staff, the Superintendent will provide the Association a list of positions to be eliminated, employees affected, and reason(s) for the reduction.

After March 1 there shall be no transfer, reassignment, or job reclassification prior to implementation of a Reduction in Staff that would cause a more senior employee to be laid off before a less senior employee.

The employer will provide advance notification of the final list of affected employees to both the employees and the Association.

Acceptance or rejection of employment as a substitute shall not constitute the basis for an employer challenge to an employee's entitlement to unemployment compensation benefits.

For purposes of this Article, seniority shall be determined as prescribed in the Article governing Seniority.

Upon the recommendation of the Superintendent, contracts shall be suspended on the basis of least seniority within each teaching field affected. Every teacher's name shall appear in order of seniority on a list of his/her area(s) of certification. Teachers with continuing contracts shall be placed at the top of the list in descending order of seniority. Teachers with limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

Upon giving notice of layoffs, the Superintendent will deliver to the Association president the number of required copies of the list showing the seniority of each teacher employed by the Board. Any changes in the seniority list will be promptly posted. A copy of such a list and all changes thereto shall be provided to the Association.

Reductions in staff shall be in accordance with the Ohio Revised Code 3319.17.

**Article XVIII**  
**Recall after Reduction in Staff**

Recall after reduction in staff will be as follows:

1. A teacher who has been released because of staff reduction shall, if he/she desires, be placed on the substitute list.
2. Names of teachers whose contracts are suspended due to a reduction in staff shall be placed on a recall list based on seniority and certification/licensure. When there is an opening, the teacher with the most seniority among those certificated/licensed for the position shall be restored by the Board at the same seniority, salary, and fringe benefits as they would have received if a reduction had not taken place; provided, however, such teacher shall not be granted service credit for salary purposes for such time teacher's contract was suspended.
3. Notice of recall will be given by registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
4. A teacher who is laid off will remain on the recall list unless he/she:
  - A. Waives his/her recall rights in writing.
  - B. Resigns.
  - C. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position.
  - D. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report for work.
5. While there are previous teachers of the district who are unemployed as a result of reduction in staff and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.

## **Article XIX**

### **Termination, Non-Renewal**

Non-renewal of a teacher's regular limited contract shall mean that the contract was about to expire and the board took action not to re-employ the teacher.

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

Failure to renew a contract shall occur only for just cause related to unsatisfactory work performance, or under the terms of Article XVII, Reduction in Staff. Unsatisfactory work performance shall be substantiated by fair, reasonable, and objective performance evaluation(s).

A full written record of evaluation of a teacher's professional service shall be maintained prior to any action of dismissal. Copies of such information shall be made available by the administration to said teacher upon written request.

Grounds for non-renewal shall be clearly defined and given to the teacher in writing with notification of Board's intent.

This policy shall not be construed to limit any professional or legal right of the Board or teacher involved in obtaining due process.

The term teacher as used in Article XIX includes all certified/licensed employees.

## **Article XX**

### **Class Size and Load**

Under no circumstances will any class exceed the maximum established by state or federal law or regulation. No class size will exceed the number of desks or work stations necessary for each student. No class size will exceed the physical facilities necessary to provide adequate instruction.

Classes in Kindergarten through Grade Four will not average more than twenty-five (25) students per regular classroom teacher. Classes in grades Kindergarten through Grade Twelve will not average more than twenty-five (25) students per regular classroom teacher.

## **Article XXI** **Severance Pay**

All employees shall be paid as severance pay the appropriate percentage of the employee's accumulated unused sick leave under the following terms:

1. Employees hired before January 1, 2002 - shall be paid at a rate of 55% of unused sick leave up to a maximum of one contract year plus sixty (80) days.
2. Employees hired January 1, 2002 through June 30, 2008 - shall be paid at a rate of 25% of unused sick leave up to a maximum of one contract year plus sixty (80) days; however, employees hired January 1, 2002 through June 30, 2008 with ten (10) or more years of active teaching service (as credited by STRS) with Oak Hill Union Local Schools shall be paid at a rate of 35%.
3. Employees newly hired under a contract effective July 1, 2008 and hereafter - shall be paid at a rate of 25% of unused sick leave up to a maximum of one contract year; however, employees hired under a contract effective July 1, 2008 and thereafter, with ten (10) or more years of active teaching service (as credited by STRS) with Oak Hill Union Local Schools shall be paid at a rate of 35%.

An employee may only retire once from the Oak Hill Union Local Schools.

Payments under this provision shall be based on the teacher per diem rate at the time of retirement.

Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by the State Teachers Retirement System. If any employee dies before retirement, the severance pay will be paid to his/her estate.

Severance pay shall be paid in January following retirement to the retiree or his/her estate.

Certified/licensed employees with at least ten (10) years of service in the Oak Hill Union Local School District are entitled to receive upon retirement a \$500.00 bonus, provided the retiring employee gives three (3) months written prior notice to the Board of Education of his/her retirement date. Said bonus shall not be granted unless the Board of Education receives employee's notice of retirement at least three (3) months prior to the date of retirement.

### **License & Fee Reimbursement**

The Board will provide reimbursement to its current Employees for costs and fees associated with the renewal of Teaching Licenses and Pupil Activity Permits to a maximum of \$250.00/yr, when provided with documentation within 30 days of payment by the Employee.

### **Tuition Reimbursement**

The Board, believing that our Staff will make a greater contribution and impact on the children and community they serve if additional training is obtained, will reimburse our current Employees *for "Out-of-Pocket" expenses* up to a maximum of \$2000.00/year for tuition. In order to be eligible for the Tuition Reimbursement, the following criteria must be met:

- a. All courses must be Graduate Level Courses in the field of Education and taken from an accredited institution of higher learning. All classes taken must lead to a higher Certificate, License or Degree. It is not the intent of this Article to be used for renewal of current Teaching Licenses, although that may naturally occur. The intent of this Article is cultivate, nurture and provide assistance to the future Educational Leaders of the District.
- b. The Employee must successfully complete the coursework with a grade of "B" or higher. No Pass/Fail courses will be recognized.
- c. There will be two Tuition Reimbursement periods per year. The first Period, for classes that end between July 1st and December 31st with disbursement of funds occurring after March 1st. The second Period will include classes that end between January 15<sup>th</sup> and June 30<sup>th</sup> with disbursement of funds occurring after October 1st. Reimbursement payments will be forfeited if deadlines are not met.
- d. Prior approval of the Superintendent, or Designee, of coursework is required before reimbursement will be considered by the Board. Documentation of "Admission" into a Graduate Program is suggested, but not required. The Superintendent, or Designee, may approve other coursework at their discretion, depending on special circumstances or District needs.
- e. The Board/District shall allocate \$20,000.00 annually to be expended for tuition reimbursement of its current Employees. Reimbursement shall be on a first come, first serve basis for tuition only.
- f. Payments will be made on final approval of the Superintendent or Designee

## **Article XXII** **Salary Schedule**

An employee's initial placement on the salary schedule shall be no less than is determined by his/her documented level of education and prior years of chartered public school regular teaching experience not to exceed 10 years. Each teacher who has completed training which would qualify him/her for a higher salary shall file by September 15<sup>th</sup> with the Treasurer satisfactory evidence of the completion of such additional training. An official transcript, diploma, or letter of successful completion written by a university/college official will serve as evidence.

See attachment on page 37.

### ***Step #33 Added to Salary Schedule.***

***Year #1 - Salary Increase \$2000.00***

***Year #2 - 3% On Base***

***Year #3 - Opener on Salary Only***

Retired teachers will be hired under one-year, limited contracts that are automatically non-renewed. Retired teachers who are hired in the system will be placed on the salary schedule at the appropriate education column but at eight (8) years' experience or their actual experience, whichever is less, and will remain at this step while employed in the Oak Hill district. Retired teachers hired after January 1, 2004, will be placed on the salary schedule at the appropriate education column but at seven (7) years' experience or their actual experience, whichever is less, and will remain at this step while employed in the Oak Hill district. Newly-hired retired teachers will earn sick leave and personal leave in accordance with the negotiated agreement including reimbursement for unused leave and conversion of personal leave to sick leave. They will be eligible for medical insurance, dental insurance, and insurance opt-out provisions. They will not earn seniority or severance pay. All retired teachers will be placed at the bottom of the seniority list. Worker's Compensation and a Board-paid life insurance policy will cover them while employed by the system. Payments into STRS will be handled according to law. All other provisions of the negotiated agreement will apply.

**Article XXIII**  
**Teacher Supplemental Contracts for Duties**  
**Performed Beyond Classroom Responsibilities**

An employee's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment.

See attachment on page 46.

Applications from current employees shall be given primary consideration in the filling of new and existing vacancies.

Coaches, teachers, and/or sponsors desiring new or additional supplemental positions are to develop and present the rationale for such positions to their immediate supervisor. In most cases, coaches will present their case to the Athletic Director, teachers/ sponsors will present their case to the Building Principal. If Supervisors agree that the position should be added, the request will be forwarded to their supervisor. The Superintendent will render a final decision as to whether Board action is warranted.

The compensation and duration of new or additional supplemental positions will be negotiated between the representatives of both the Association and Board of Education. Negotiations may take place during regular contract talks or, if necessary, special sessions can be scheduled for the sole purpose of discussing the new or additional position(s).

## **Article XXIV** **Insurance**

### **1. Health Insurance**

The following health insurance benefits shall be provided through an insurance carrier of Board's choice.

- A. Hospitalization- Comparable to full coverage provided in previous contract.
- B. Major Medical- Comparable to full coverage provided in previous contract.
- C. Prescriptions- Comparable to full coverage provided in previous contract.

All current employees hired prior to the 2014-2015 school year will continue to pay 7.5% of the health insurance premium while the Board of Education will pay 92.5%.

All new employees hired for the 2014-2015 school year and thereafter will pay 15% of the health insurance premium while the Board of Education will pay 85%.

Part-time employees may obtain full coverage hospitalization, major medical, and prescription insurance by paying 53.75% of the premium cost and one half (1/2) of the expense the board incurs toward his/her deductible. The employee is still responsible for all of his/her portion of the deductible.

- 2. All employees of the Board of Education are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment. An employee's application for this compensation must be filed by the attending physician within thirty (30) days after the injury.

An accident report form must be submitted by the employee or by the building principal if the employee is physically unable to complete the report within twenty-four (24) hours after the accident occurs. This form is sent immediately to the Administration Office.

### **3. Life Insurance**

- \$20,000.00 Life Insurance
- \$40,000.00 Accidental Death and Dismemberment

### **4. Dental Insurance**

Single and family plan- 100% paid by the Board.

### **5. Pick-up Employee 's Retirement**

Gross minus retirement cost paid for employee = net.

Gross reported to STRS. Net reported for tax purposes. Taxes paid by employee on retirement check when retired.

**Article XXV**  
**Separate Agreement of Non-reprisal**

The Board of Education of the Oak Hill Union Local School District and the Oak Hill Union Local Education Association having reached agreement upon a Negotiated Contract, and in consideration of the ratification thereof by the respective members and in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be no reprisal actions of any kind taken or attempted to be taken by either party against the other or by any member or employee of either thereof against any other member or employee of either party or any noncertified employee.

In witness whereby the parties hereto have executed this Agreement this 1<sup>st</sup> day of July, 1990 by their authorized representatives.

OAK HILL UNION LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_

OAK HILL UNION LOCAL EDUCATION  
ASSOCIATION

By: \_\_\_\_\_

**Article XXVI**  
**Contracts and Tenure**

Teachers new to or previously separated from the Oak Hill district shall be granted limited contracts in the following duration sequence: 1 yr., 1 yr., 2 yrs., 3 years.

The fifth limited contract issued must be of five (5) years duration and each succeeding limited contract must be five (5) years.

Regardless of the time remaining on a teacher's current limited contract, he/she will be immediately issued a continuing contract provided all of the following requirements are met:

1. Is eligible for a continuing contract by certification/licensure with additional coursework required by law.
2. Is currently employed in the system under a limited contract.
3. Has been a full time employee of the system for the three (3) years preceding the issuance of a continuing contract and has completed three (3) full calendar years of teaching.

(Two years for teachers who have attained continuing contract status elsewhere, but the Board, upon recommendation of the Superintendent, shall, at the time of employment or at any time within such two-year period, declare them eligible.)

## **Article XXVII**

### **Chronic Communicable Diseases**

**Non-discrimination:** An employee who has been exposed to or who contracts a chronic communicable disease will be treated no differently than an employee with any other medical disability. No employee will be subjected to indiscriminate testing, or be discriminated against with respect to wages, hours, terms, or conditions of employment.

**Reports of Suspected Carriers:** All reports of suspected carriers will be directed to the Superintendent in writing and must identify the person(s) making the report and will note the reasons the employee is suspected of being a carrier. Reports not meeting these requirements will not be considered.

**Testing:** A medical evaluation will not be made of any employee without first determining just cause. A panel comprised of a physician selected by the Superintendent, the employee's physician, and an arbitrator mutually selected by the Superintendent and the Association will conduct a due process hearing to determine whether there is sufficient cause for the evaluation. Within thirty (30) days after the conclusion of the hearing, the panel will provide the employee and Superintendent a written determination and the rationale. All costs of this hearing will be borne by the employer.

**Medical Evaluation:** Within thirty (30) days after a determination recommending medical evaluation or if an employee voluntarily submits to an evaluation, a medical review team will be established comprised of (A) a physician specializing in contagious diseases, (B) a physician from the public health district, and (C) a physician designated by the Superintendent as the school physician.

The medical review team will provide for the examination of the employee and may obtain, upon written consent of the employee, all relevant information from the employee's personal physician.

The medical review team will determine whether or not the employee has been infected with a chronic communicable disease, and if so, whether or not the employee's condition imposes a substantial health risk to others. In making their determination, the medical review team will consider (A) the nature of the risk and how the disease is transmitted, (B) the duration of the risk, (C) the severity of the risk and the potential harm to others, and (D) whether or not the employee is otherwise qualified to retain their current job, meeting all job requirements in spite of the medical condition.

All costs of the medical evaluation shall be borne by the employer.

**Reasonable Accommodation:** Within thirty (30) days of receipt of a medical review team report indicating substantial health risk to others or conditions preventing performance of all job requirements, the Superintendent will notify the employee in writing of the specific actions the Board will take to reasonably accommodate the employee's disabling condition.

If the proposed accommodation violates the current contract, the Board will meet with association representatives to negotiate a reasonable accommodation.

Disability Retirement: If determination is made to temporarily or permanently remove the disabled employee, the Board will support the employee's application for disability retirement, if the employee chooses to apply.

Confidentiality: All reports of suspected carriers, all aspects of the due process hearing, and all aspects of the medical evaluation will be treated as "highly confidential." Any reports received or rendered will be released only to the Superintendent and the employee. All discussions by the Board of any report will be conducted in executive session.


**ARTICLE XXV/11**  
**DURATION**


This Agreement shall be effective at 12:01 a.m. on July 1, 2018 and shall continue in full force and effect through June 30, 2021.

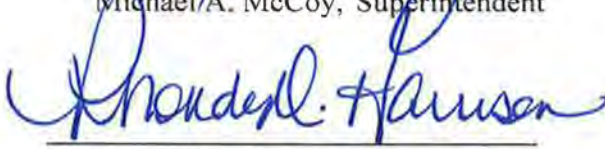
This Agreement supersedes and prevails over all other law, rules, policies, and regulations except as specifically prohibited by the Ohio Revised code. If a section of this Agreement is found unlawful after all court appeals have been exhausted, then all other provisions of the Agreement shall remain in full force and effect in accordance with their terms. Within thirty (30) days following the final court decision the parties will meet to negotiate any necessary change to the Agreement relative to the affected provision only. If an agreement is not reached in sixty (60) days, then Federal Mediation Services will be obtained as prescribed in Article I.

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

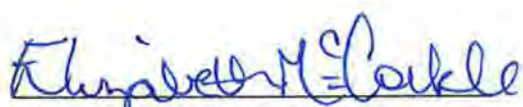
OAK HILL UNION LOCAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION

  
Aaron C. Michael, President

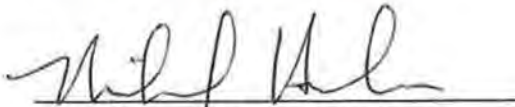
  
Michael A. McCoy, Superintendent

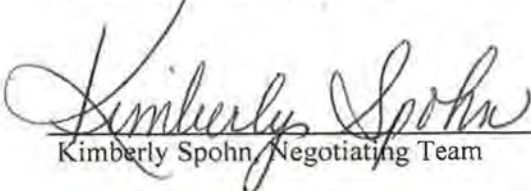
  
Rhonda D. Harrison, Treasurer

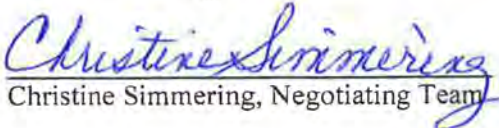
OAK HILL UNION LOCAL  
EDUCATION ASSOCIATION

  
Elizabeth McCorkle, President

  
Rebekah Potter, Negotiating Team

  
Michael Harden, Negotiating Team

  
Kimberly Spohn, Negotiating Team

  
Christine Simmering, Negotiating Team

APPROVED APR 24 2018

# OAK HILL SALARY SCHEDULE

**BASE            \$36,890**

**2018-2019**

YRS EXP	BACHELORS DEGREE	%	5 YRS. TRAINING	%	MASTERS DEGREE	%
0	\$36,890	100.00	\$38,132	103.37	\$40,020	108.49
1	\$38,132	103.37	\$39,566	107.25	\$41,586	112.73
2	\$39,402	106.81	\$40,965	111.05	\$43,149	116.97
3	\$40,641	110.17	\$42,368	114.85	\$44,747	121.30
4	\$41,879	113.52	\$43,770	118.65	\$46,314	125.55
5	\$43,118	116.88	\$45,204	122.54	\$47,877	129.78
6	\$44,388	120.33	\$46,607	126.34	\$49,475	134.12
7	\$45,626	123.68	\$48,006	130.13	\$51,038	138.35
8	\$46,865	127.04	\$49,443	134.03	\$52,604	142.60
9	\$48,107	130.41	\$50,843	137.82	\$54,202	146.93
10	\$49,377	133.85	\$52,245	141.62	\$55,765	151.17
11	\$50,616	137.21	\$53,679	145.51	\$58,407	158.33
12	\$51,593	139.86	\$54,656	148.16	\$61,013	165.39
13	\$52,573	142.51	\$55,636	150.82	\$61,993	168.05
15	\$53,550	145.16	\$56,613	153.46	\$62,970	170.70
17	\$54,656	148.16	\$57,723	156.47	\$64,600	175.12
19	\$55,636	150.82	\$58,700	159.12	\$66,229	179.53
22	\$56,449	153.02	\$59,712	161.87	\$66,881	181.30
25	\$57,430	155.68	\$61,013	165.39	\$67,534	183.07
27	\$58,079	157.44	\$61,505	166.73	\$68,839	186.61
29	\$58,763	159.29	\$62,136	168.44	\$70,179	190.24
31	\$59,446	161.14	\$62,768	170.15	\$71,518	193.87
33	\$60,130	163.00	\$63,399	171.859	\$72,858	197.50

# OAK HILL SALARY SCHEDULE

**BASE            \$37,997**

**2019-2020**

YRS EXP	BACHELORS DEGREE	%	5 YRS. TRAINING	%	MASTERS DEGREE	%
0	\$37,997	100.00	\$39,276	103.37	\$41,221	108.49
1	\$39,277	103.37	\$40,753	107.25	\$42,834	112.73
2	\$40,585	106.81	\$42,194	111.05	\$44,444	116.97
3	\$41,861	110.17	\$43,639	114.85	\$46,090	121.30
4	\$43,136	113.52	\$45,083	118.65	\$47,704	125.55
5	\$44,412	116.88	\$46,560	122.54	\$49,314	129.78
6	\$45,720	120.33	\$48,005	126.34	\$50,960	134.12
7	\$46,995	123.68	\$49,447	130.13	\$52,570	138.35
8	\$48,271	127.04	\$50,927	134.03	\$54,183	142.60
9	\$49,550	130.41	\$52,369	137.82	\$55,829	146.93
10	\$50,859	133.85	\$53,813	141.62	\$57,439	151.17
11	\$52,135	137.21	\$55,290	145.51	\$60,160	158.33
12	\$53,141	139.86	\$56,296	148.16	\$62,844	165.39
13	\$54,151	142.51	\$57,306	150.82	\$63,853	168.05
15	\$55,157	145.16	\$58,312	153.46	\$64,859	170.70
17	\$56,296	148.16	\$59,455	156.47	\$66,538	175.12
19	\$57,305	150.82	\$60,462	159.12	\$68,216	179.53
22	\$58,143	153.02	\$61,504	161.87	\$68,888	181.30
25	\$59,154	155.68	\$62,844	165.39	\$69,560	183.07
27	\$59,822	157.44	\$63,350	166.73	\$70,905	186.61
29	\$60,526	159.29	\$64,001	168.44	\$72,285	190.24
31	\$61,230	161.14	\$64,652	170.15	\$73,664	193.87
33	\$61,935	163.00	\$65,301	171.86	\$75,044	197.50

**Article XXIII**  
**Teacher Supplemental Contracts for Duties**  
**Performed Beyond Classroom Responsibilities**

Percentage figured on District Base Salary

	Teacher%	Experience*
CATEGORY#1	20.0%	\$75.00
CATEGORY # Grandfathered in Mike Harden	13.0%	\$50.00
CATEGORY#2	12.0%	\$50.00
CATEGORY#3	9.0%	\$50.00
CATEGORY#4	6.0%	\$25.00
CATEGORY#5	5.0%	\$25.00
CATEGORY#6	4.0%	\$25.00
CATEGORY#7	2.5%	\$25.00

\*Experience, per year, in same position *and if applicable*, same sport. Maximum of 10 years.

**Category #1**

Head Varsity Basketball-Boys  
Head Varsity Basketball-Girls  
Head Varsity Football  
Instrumental/Vocal Director

**Category #2**

Assistant Varsity Football (1 or 2) (Harden exception)  
Head Varsity Baseball  
Head Varsity Softball  
Varsity Volleyball  
Varsity Track-Boys  
Varsity Track-Girls  
Varsity Cheerleading  
Assistant Varsity Basketball-Boys  
Assistant Varsity Basketball-Girls

**Category #3**

Weight Lifting  
Head Jr. High Football  
Jr. High Cheerleading  
Assistant II Varsity Football (1 or 2)  
JV Volleyball  
JV Basketball-Boys  
JV Basketball-Girls  
Jr. Class Sponsor  
Sr. Class Sponsor  
Instrumental Music Director  
Vocal Music Director

**Category #4**

Assistant Jr. High Football  
Jr. High Basketball-Boys 7<sup>th</sup> Grade  
Jr. High Basketball-Boys 8<sup>th</sup> Grade  
Jr. High Basketball-Girls 7<sup>th</sup> Grade  
Jr. High Basketball-Girls 8<sup>th</sup> Grade  
Jr. High Volleyball-7<sup>th</sup> Grade  
Jr. High Volleyball-8<sup>th</sup> Grade  
Jr. High Track-Boys  
Jr. High Track-Girls  
Yearbook

**Category #5**

JV Baseball  
JV Softball  
JV Track-Boys  
JV Track-Girls  
Cross Country (Varsity & JH combined)

**Category #6**

Play Director  
Oakamania Advisor  
Golf  
Tennis  
Assistant Instrumental/Vocal Director  
Elementary Yearbook

**Category #7**

Jr. High Achievers  
Student Council  
National Honor Society  
High Q Coach  
Newspaper Advisor  
Assistant Cross Country  
Service Learning Coordinator  
Assistant Percussion Director

***\*\*Supplemental Contracts issued to Non-Teaching Personnel shall be placed on the Schedule at the Districts discretion.***



# OAK HILL UNION LOCAL SCHOOL DISTRICT



## Absence Form

**EMPLOYEE NAME:** \_\_\_\_\_

**DATE(S) OF ABSENCE:** \_\_\_\_\_

1.) **SICK LEAVE** may be used for the following reasons only:

- \_\_\_\_\_ a. Personal illness or disability
- \_\_\_\_\_ b. Exposure to communicable/contagious disease
- \_\_\_\_\_ c. Illness in the employee's immediate family (*per contract*)
- \_\_\_\_\_ d. Death in the immediate family (*per contract, not to exceed five (5) days*)

- If a, b, or c is selected above, was medical attention required? Yes \_\_\_\_\_ No \_\_\_\_\_
- If yes, please state the name and date(s) of the physician consulted:

**Name:** \_\_\_\_\_

**Date(s) Consulted:** \_\_\_\_\_

- If d is selected above, please give the name and relationship of such member(s) of your immediately family:

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

2.) \_\_\_\_\_ **PERSONAL LEAVE** (*Per the C.B.A., 24-hour advance notification*)

3.) \_\_\_\_\_ **VACATION LEAVE**

4.) \_\_\_\_\_ **JURY DUTY** (*Provide documentation*)

5.) \_\_\_\_\_ **PROFESSIONAL LEAVE**

**Meeting attended:** \_\_\_\_\_

**Date & Location:** \_\_\_\_\_

6.) \_\_\_\_\_ **OTHER** **Reason for Absence:** \_\_\_\_\_

*\* Per the C.B.A., proven falsification of leave selected could lead to disciplinary action. \**

**EMPLOYEE SIGNATURE:** \_\_\_\_\_

**SUPERVISOR SIGNATURE:** \_\_\_\_\_

**SUBSTITUTE FOR EMPLOYEE:** \_\_\_\_\_

GRIEVANCE REPORT FORM  
(To be filed in triplicate)

\_\_\_\_\_  
Name of Aggrieved

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date Filed

STEP ONE (Level Two)  
(Submitted to immediate supervisor)

\_\_\_\_\_  
Date cause of grievance occurred

A. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

B. Relief Sought -----  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

C. Disposition by Supervisor -----  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

STEP TWO (Level Three)  
(Submitted to  
Superintendent)

A. Position of aggrieved or Association - - - - -  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee  
(Added comments may be added on reverse side.)

\_\_\_\_\_  
Date

STEP THREE (Level Four)  
(Submitted to Arbitration)

A. Position of Aggrieved or Association - - - - -  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Arbitrator \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**CERTIFICATE**

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**Section 5705.412, RC**

In the matter of a negotiated agreement between the **Oak Hill Union Local Board of Education** and the **Oak Hill Union Local Educational Association** beginning July 1, 2018 and ending June 30, 2021.

IT IS HEREBY CERTIFIED that the OAK HILL UNION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, JACKSON COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year.

DATED APPROVED APR 24 2018

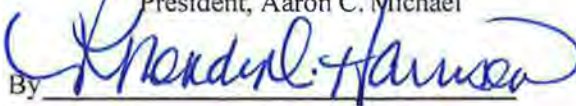
OAK HILL UNION LOCAL SCHOOL DISTRICT

By



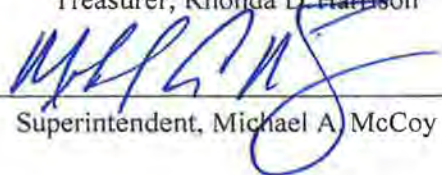
President, Aaron C. Michael

By



Treasurer, Rhonda D. Harrison

By



Superintendent, Michael A. McCoy

## OTES Evaluation Procedure

### Philosophy

- A. The evaluation process is a cooperative effort between teacher and administrator designed to maintain, enhance, and improve instruction, teaching performance and student learning; therefore, the evaluation process should be continuous and encourage the development and retention of quality teachers. The teacher is essential to a quality education program.
- B. The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement. A bargaining unit member may grieve a violation of the evaluation process.
- C. The teacher performance Evaluation Rubric is intended to be scored holistically. This means that evaluations will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and pre/post-observation conference. The evaluator is to consider evidence (not hearsay) gathered during the pre-observation conference, the formal observations, the post-observation conference, and the classroom walk-throughs in addition to accepting further evidence by the teacher. When completing the performance rubric, please note that the evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric must use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth anti/or Improvement Plan when applicable.
- D. It also must be noted that although school boards are required by statute (ORC 3319.111(A)) to adopt a standards based evaluation policy, it must also be remembered that the legislative sands will no doubt continue to shift. A law that has already been twice amended will likely be the subject of further proposed amendments either in a forthcoming budget bill or other legislation.
- E. The evaluation policy should neither provide more specificity than what is expressly required by statute nor offer greater detail than what is contained in the framework for the evaluation developed under ORC 3319.112 or additional sections related thereto. The specific terms and conditions of the teacher valuation system shall be dealt with in regular contract negotiations and these methods shall continue to be governed by the collective bargaining agreement.

### Purpose

A. The purposes of the teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To improve instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

### Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
5. Full time teachers who do not meet the definitions above will be evaluated utilizing a similar tool addressing their specific job description. These evaluation tools must be approved by the Board and the OHULEA.

### Evaluators

- A. An evaluator must be a full-time, credentialed contracted employee of the District and be either the Superintendent, Principal, or Assistant Principal in the building where the teacher gives instruction. If requested by the teacher and mutually agreed upon by both parties, a credentialed evaluator from outside the district may conduct the evaluation.
- B. The person who is responsible for assessing a teacher's performance shall be:

1. The teacher's Superintendent, immediate building Principal, Assistant Principal, or designated evaluator for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
  2. An evaluator within their immediate building will be selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure. (As stated in ORC 3319.111, C.2)
- C. 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 union activism.

#### Evaluation Committee

- The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, for the evaluation of teachers in the District.
- Committee Composition
  1. The committee shall be comprised of Association members appointed by the Association president and members appointed by the Board or its designee.
  2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.
  - 3.
- Committee Operation
  1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
  2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
  3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

- a. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform contract negotiations.
4. Members of the committee shall receive release time for work outside the contractual work day for committee work and training.
5. This committee will have the ability to address their own by-laws and operational processes.
6. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

D. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedures and process, for teacher evaluation, including any forms with the exception of the OTES rubric and mandated forms by ODE.
1. The committee will not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. If changes are found to be necessary, those changes will be brought to the attention of the committee, discussed and, if approved, brought to the Board and the Association for ratification.
3. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Orientation/Training

- A. Prior to the first pre-conference, every teacher will be briefed on the evaluation procedure and given notice as to who will be their evaluator. Training will occur annually and shall include the tool, the process, methodology, and the use of student growth scores.
- B. Evaluators: 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 and union activism.

### Criteria for Performance Assessment

- A. A teacher's performance will be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument agreed upon by the Committee and in accordance with the Ohio Teacher Evaluation System.
- B. No teacher will be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- C. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping on public address or audio systems or similar surveillance devices shall be strictly prohibited. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.
- D. No misleading, inaccurate, untimely or undocumented information will become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

## Observations

### A. Schedule of Observations

1. A minimum of two (2) formal observations will be conducted to support each performance assessment. A formal observation will last a minimum of thirty (30) minutes. All teachers will be observed twice during the school year, once between the dates of September 15th to two (2) days before Christmas break and once between the dates of four (4) days after Christmas break to May 1st. The teacher must agree to a scheduled date on all formal observations.
2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board will perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of that section.

If deficiencies are noted on any or all of the observations, the evaluator must have a conference within five (5) days of the observation and discuss the deficiencies and a specific plan to address those areas. There must be ample time between observations in order for the teacher to comply with the aforementioned plan.

3. The teacher shall be provided a copy of the walkthrough form including all scripted and anecdotal documents relative to the walkthrough.
4. No less than 2 walkthroughs shall be included in each evaluation cycle.

### B. Observation Conference

1. All formal observations will be preceded by a pre-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
2. A post-observation conference will be held no later than ten (10) working days after each formal observation and will be used to inform the teacher of observed and noted instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. Pre and post-conferences will occur during the regular school day with a mutually agreed upon time.
4. After the overall or final post-conference meeting, the teacher will have two (2) days to review the score and make any additions of evidence to that score. By the end of the post-conference, the teacher and the administrator will have reached a consensus on the evidence provided. The evaluator can make changes to that score, based on evidence and submit it to the teacher no later than May 3rd.

### Remediation of Deficiencies Identified During Observations and Walkthroughs

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies will be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator will be compiled and reported in writing and a copy of the written report will be provided to the teacher at the post-observation conference or formal debriefing.
- B. The evaluator involved will make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- C. The evaluator and teacher will develop a plan for remediation of identified deficiencies and such plan will be reduced to writing and provided to the teacher.
- D. The improvement plan, as outlined in this section, will detail:
  - 1. Performances issues documented as deficient;
  - 2. Specific performance expectations;
  - 3. Financial assistance to be provided by the District to support necessary professional development of the teacher;
  - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
  - 5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- E. If an improvement plan is developed prior to March 15, those identified deficiencies will be reevaluated as part of the performance assessment process for the next observation school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan will be deemed complete.
- F. If an improvement plan is developed after March 15, the plan will be continued into the next school year. A plan for improvement of identified deficiencies will be developed by the teacher with their evaluator. It will be written and allow ample time for improvements.

## Finalization of Evaluation

### A. Final Written Report

1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report will be given to the teacher and a conference will be held between the teacher and the evaluator.
2. Value-added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
3. For teachers not having value-added data, they will use vendor assessments or locally determined student growth measures that measure mastery of the course content for the appropriate grade level and those will be used for the current year's evaluation rating. (ORC 3319.112(8)2)

### B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher will be based upon student growth measures resulting from assessments that were administered in accordance with law and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation will acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report will be completed by May 10, signed by both parties, and sent to the superintendent.
2. A teacher may request no more than one (1) additional formal observation at any time in addition to those required by this procedure per evaluation cycle.

### C. Response to Evaluation

1. Signing of evaluation form does not automatically mean the teacher agrees with the evaluation.
2. The teacher will 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 personnel file. A copy, signed by both parties, will be provided to the teacher.
3. The Oak Hill Union Local Board of Education will provide all teachers identified as "ineffective" the means and the methods to improve their performance in the classroom.

4. The policy of the oak Hill Union Local Board of Education shall follow the collective bargaining agreement to non-renew/terminate the employment of teachers.

#### Professional Growth Plans

- A. Professional growth plans will be developed as follows:
  1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle as set forth in this agreement.
  2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
- B. Professional growth plans for a school year shall be developed no later than September 1 of the next school year.
- C. Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.

#### Improvement Plans

- A. An improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.
- B. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement and the Teacher Improvement Plan Form.
- C. The improvement plan shall include:
  1. Specific performance expectations, resources and financial assistance to be provided;
  2. Timelines for its completion; and,
  3. Time, material, and human resources.
- D. The improvement plan must be completed by May 15 of that school year.

### Mentor Teacher (Coach) for Teachers on an Improvement Plan

A. The evaluator may provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

#### B. Role of the Mentor Teacher

1. The mentor teacher must have a minimum of 7 consecutive years of teaching experience in the district.
  - a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
  - b. The mentor teacher must hold a valid teaching certificate/license.
  - c. A current classroom teacher.
  - d. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with staff members.
  - e. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools not to disparage or ridicule.
  - f. The evaluation committee will comprise a list of approved and qualified mentors at the beginning of each school year.
  - g. The mentor will be from the same building and subject or licensure area, if possible.

#### 2. Release Time

- a. Each mentor teacher will be granted release time for direct mentoring activities. Release time will be separate from any other release time covered under this agreement and will be coordinated by the building administrator.

#### 3. Protections

- a. Other than notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher will not be part of that staff member's evaluation.
- b. A mentor teacher will not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher will be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher

will be regarded with confidentiality. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher and will also remove them from future mentoring assignments.

- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher.

#### Removal of Poorly-Performing Teachers (Ineffective in Student Growth and Teacher Performance)

- A. Teachers of core subject areas as defined by state law, who have received a rating of "ineffective" for two out of three of the most recent school years must register for and take all written examinations of content knowledge selected by the ODE.
- B. If a teacher passes an examination and provides proof of that passage to the teachers' employer; the employer shall require the teacher, at the teachers' expense, to complete professional development (PD) that is targeted to the deficiencies identified in the teachers' evaluation.
- C. If the teacher receives a rating of "ineffective" on the next teacher's evaluation after completion of the PD, or the teacher fails to complete the PD, it shall be grounds for termination under section 3319.16 of the ORC.
- D. If the teacher who takes the examination passes the examination, and provides proof to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation rating or the Performance Index Score ranking of the building in which the teacher works.
- E. No teacher shall be responsible for the cost of taking an examination under this section.

#### Due Process

- A. Teachers who disagree with the rating of performance and/or summative, or overall, evaluation rating will be allowed to request a review and/or a different evaluator by the Superintendent.
- B. The superintendent will obtain the evaluators notes and any other relevant documentation prior to the review. All parties will cooperate with the review process.
- C. A teacher will be entitled to Union representation at any conference held during

this procedure in which the teacher will be advised of an impending termination.

Personnel Action Requirements

- A. The evaluation procedure contained in this agreement will not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed.
- B. This section does not preclude the school district with regard to any other reason for non-renewal or other employment under state law and this collective bargaining agreement.
- C. The evaluation procedure will not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.
- D. For the year prior to the completion of the first evaluation cycle, the district shall assign a level of Proficient for all teachers for purposes of eTPES reporting.