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THE AGREEMENT

Between

THE ROLLING HILLS LOCAL BOARD OF EDUCATION

and

THE ROLLING HILLS EDUCATION ASSOCIATION

Effective July 1, 2024
Through June 30, 2027

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ARTICLE 1
RECOGNITION

A. Recognizing that providing a quality education for the children of the Rolling Hills Schools is the paramount aim of this school district and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

1. The Board of Education, under law, has the final responsibility of establishing policies for the district.

2. The Superintendent and his staff have the responsibility of carrying out the policies established.

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

B. The Rolling Hills School Board also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Rolling Hills Education Association to discuss matters of common concern, of the Board of Education or the Rolling Hills Education Association, and to reach a mutually satisfactory agreement on these matters.

C. The Association recognizes the Board as elected representatives of the people and further recognizes the responsibilities of the Board for the operation of the district school system.

D. The Rolling Hills Board of Education hereby recognizes the Rolling Hills Education Association/OEA/NEA-Local as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel. The bargaining unit shall include all:

1. Full or part-time classroom teachers
   (K-12, adult, special and vocational)

   a. Full-time: An employee who is employed to perform a full day's work as defined in Article 6 for a minimum of 120 days or more in a work year.

   b. Part-time regular: An employee who works less than a full day's and/or full week's work as defined in Article 6 on a school year basis (for a minimum of 120 days or more in a work year) shall be given a regular limited contract on a pro rata basis.

   c. Experience credit will be given to a maximum of ten (10) years on the appropriate column of the salary schedule.

      After five (5) years of successful employment with Rolling Hills School District as evidenced by the evaluation procedure, they shall then be moved to the step which represents all previous experience prior to Rolling Hills School District and time teaching in Rolling Hills District.

      Those employees hired prior to July 1, 2024, shall be credited with full years' experience prior to Rolling Hills School District and teaching time in Rolling Hills Schol beginning with the 2024-2025 school year and upon proof of prior teaching provided no later than September 15, 2024.

d. Replacement Teacher: Upon being hired by the Board as a replacement for one school year for a teacher on leave or for a vacancy which occurs during the school year of at least one hundred twenty (120) workdays, a teacher shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher without prior written notice of nonrenewal. This shall be interpreted to mean that the employee is not entitled to the right of non-renewal or RIF (staff cutback) under this contract. The provisions of O.R.C. Sections 3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.

2. Guidance counselors
3. Speech therapists
4. Psychologists
5. Librarians
6. Media and program specialists
7. School nurses
8. All regular full-time substitutes K-12

E. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02, and 3319.04 of the Ohio Revised Code. All "administrative personnel" and the following positions shall be specifically excluded from the bargaining unit:

1. Business Manager
2. Non-Certified Personnel
3. Certificated Education Aides and Tutors

F. The Association recognizes that newly created certificated positions will be bargaining unit or administrative in nature as governed by Sections D and E in Article 1. There shall be no subcontracting of any work currently being done by bargaining unit members, or any work which falls under the inclusions in D. above, except for the position of in-school suspension supervisor.

G. Recognition shall continue during the term of this agreement and during extensions or renewals thereof.

H. All employees of the bargaining unit shall be entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

ARTICLE 2
NEGOTIATIONS PROCEDURES

A. INDIVIDUAL AND ORGANIZATIONAL RIGHTS
It is recognized that:

1. Teaching is a profession requiring the possession of specialized educational qualifications.

2. The success of the educational program depends upon the services of qualified and competent teachers who are reasonably satisfied with the conditions under which their services are performed.

Teachers have the right to join or to refrain from joining any organization for their professional or economic improvement and advancement of the public education.

3. The Rolling Hills Education Association shall admit to membership all bargaining unit members as identified in Article 1, D.

B. SUBJECTS OF NEGOTIATION

The negotiating committee shall consider all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement.

C. NEGOTIATIONS PROCEDURE

Either the Association or the Board of Education may initiate negotiations by letter of submission forwarded to the other party by the 15th day of April outlining their intent to bargain as defined in Chapter 4117 0.R.C.

1. Within twenty (20) working days of transmittal of said submission letter, the parties shall schedule their first negotiations session. At any negotiation session, either party may be represented by no more than five (5) representatives, only if another number cannot be mutually agreed. Either party may include two (2) observers in addition to representatives. The representatives/observers may change for one (1) negotiation session to address specific issues upon mutual agreement of the parties.

2. Both parties agree to present list of proposed changes at the first meeting. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining.

3. The parties may mutually agree to modify these negotiations procedures, including the method and timing of negotiations.

D. Meetings shall be conducted on other than school time except by mutual consent. Should any meeting(s) be held during school time, the Superintendent shall authorize the absence of the Association negotiators. In the event the parties cannot mutually agree to conduct meeting(s) on school time, there shall be no further recourse in grievance or arbitration regarding the meeting by either party.

Each negotiation meeting shall include a decision on an agreed time and place for the next meeting and termination time of said meeting. The termination times of meetings may be altered by mutual consent.

E. The Board of Education and the recognized teacher association shall each be represented at all negotiation meetings by a team of not more than five (5) negotiators. All negotiations shall be conducted exclusively between said teams.

F. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

G. The Board will provide the Association with all available public information related to subjects of negotiation and the Association will provide the Board with all available non-confidential information related to subjects of negotiations.

H. Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed sixty (60) minutes to caucus. Extended time may be mutually agreed upon.

I. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make tentative agreements, and make concessions in the course of negotiations.

J. AGREEMENT

1. When a tentative agreement is reached, it shall then be made in writing and submitted for ratification to the Board and Association. When approved by b both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the agreement shall constitute a revision of the existing contract. Provisions of the substantive agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees.

2. There shall be two signed copies of any final agreement: one copy shall be retained by the Board, and the other one by the Association. AIIIBB scrolls from negotiations will be stored at the OEA office.

K. DISAGREEMENT

1. In the event the parties are unable to reach an agreement, either party may declare impasse. Upon the declaration of impasse, the parties shall submit a mutual request to the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to aid the parties through mediation.

2. The parties agree that mediation is the dispute resolution procedure established by the parties to supersede the procedure specified in ORC 4117.

3. Should mediation fail to resolve the impasse, the parties may mutually agree to use any other dispute resolution procedure. However, in the absence of mutual agreement to the contrary, the impasse procedure will be deemed exhausted when the mediator determines that the parties are deadlocked.

4. If agreement is not reached by the expiration date of the contract or the impasse procedure is exhausted, whichever is later, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE 3
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A complaint involving the alleged violation, misinterpretation or misapplication of the Negotiated Agreement between the Association and the Board of Education. If a matter or issue is specifically excluded from the grievance procedure by a provision of this collective bargaining agreement, then such matter or issue shall not be grievable herein.

2. Group Grievance: An alleged violation, misinterpretation or misapplication of the Negotiated Agreement that directly affects involved members of said group.

3. Grievant: An employee or group of employees, or the Association, alleging a violation, misinterpretation or misapplication of the Negotiated Agreement.

4. Day: A working day exclusive of negotiated holidays. A "day" shall be a weekday (Monday through Friday), excluding legal holidays.

5. Immediate Supervisor: The administrator/principal of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance is anticipated.

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. Failure at any step of the procedure to dispose of the grievance within the time limits or procedures provided shall grant the relief sought. Lack of adherence to the time limits or procedures by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed.

E. If the grievance is not initiated at the informal level within twenty (20) working days after the grievant knew of the event or condition upon which the grievance is based, the grievance shall be considered waived and not subject to the grievance procedure. If the grievant chooses not to file at the informal level, the twenty (20) working days shall apply to the initial step of the formal (written) procedure (Step 2).

F. All grievances must be completed and filed using the attached grievance form. Failure to use the grievance form shall act as a waiver of the grievant's right to proceed.

G. PROCEDURE

1. Step 1 (Informal Step): The grievant shall first meet informally with the immediate supervisor involved to try to resolve the grievance at the lowest possible level.

2. Step 2 (Formal – Initial Step): The employee or the Association shall present the grievance in writing within five (5) working days of the informal conference (if the informal level is used) to the employee's supervisor who will arrange for a meeting to take place within five (5) working days after receipt of the grievance on a mutually convenient date and time. A member of the RHEA, the aggrieved teacher, and his supervisor shall be present at the meeting. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within five (5) working days after the meeting.

3. Step 3: If the grievance is not resolved at Steps 1 or 2, then the Association shall refer the grievance to the Superintendent within five (5) working days after receipt of the answer from Step 2. The Superintendent shall arrange for a meeting with the aggrieved teacher and a member of the RHEA within five (5) working days of his receipt of the appeal on a mutually convenient date and

time. Each party shall have the right to include in its representation not more than 5 witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) working days in which to provide his written decision to the Association.

4. Step 4: If the grievance is not resolved at Step 3, then the Association shall refer the grievance to the Board of Education within five (5) working days after the receipt of the answer from Step 3. The Board of Education shall set a hearing, in executive session between a majority of the Board, its representative, Superintendent and/or supervisor, the aggrieved teacher and an association representative at the next scheduled Board meeting, which shall be no earlier than ten (10) calendar nor more than forty (40) calendar days after receiving the request. Upon conclusion of the hearing, the Board shall have five (5) working days to provide its written decision to the Association.

5. Step 5: Arbitration
   a. If the Association is not satisfied with the disposition of the grievance after all steps have been exhausted, the Association, unless contrary to law, may submit the grievance to final and binding arbitration under the Voluntary Rules of the American Arbitration Association which shall act as the administrator of the proceedings.

   b. The demand for arbitration shall specify the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied, and the remedy sought. If a demand for arbitration is not filed within ten (10) working days of the date for the Board's Step 4 reply, then the grievance will be deemed withdrawn.

   c. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with the date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) working day time limit for submission to arbitration.

   d. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be consistent with the Master Agreement.

   e. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them.

   f. Should either party request a transcript of the proceedings, then that party bears the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

H. MISCELLANEOUS PROVISIONS
   1. No teacher may be required to discuss any grievance if a RHEA representative and/or Labor Relations Consultant is not present.

   2. If the grievance arises from the actions of an authority higher than the immediate supervisor, it may be initiated at Step Three described herein.

3. No reprisals of any kind will be taken by the Board of Education or the school administration against any teacher because of his participation in the grievance procedure.

4. The administration and the Association will mutually cooperate with the grievance investigation.

5. Should the processing of any grievance require that a teacher or an Association representative be released from his regular assignment, he/she shall be released without loss of pay or benefits.

6. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the procedure herein described, unless so ordered by an arbitrator or a court of competent jurisdiction or at the request of the member.

7. Any personnel file material used as part of a grievance shall be returned to the personnel file unless removed as a result of a grievance settlement.

8. No grievance may be submitted to arbitration without the consent of the Association.

9. Copies of the documents pertaining to a grievance which has been filed shall be placed only in the confidential files of the treasurer of the Board and the president of the Association. The treasurer shall make these available only to members of the Board, Superintendent, legal counsel and/or by court order.

10. The Association shall be notified by the administration of any grievance filed and have the right to be present at any level from Step 2 and forward.

ARTICLE 4
TEACHER, ASSOCIATION & BOARD RIGHTS

A. 1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be kept as confidential as permitted by law.

2. The Board agrees that any member will have full and complete access to any file being maintained on said member during normal business hours.

3. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. The employee may file a grievance on any material in his/her file.

4. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same. An anonymous complaint regarding child abuse or sexual harassment shall not be, in and of itself, the basis for actions against an employee. However, the administration shall have the authority to investigate any such complaint

and, if corroborated, may become the complainant in accordance with the provisions in Section B. below and pursue discipline under the terms of this agreement.

5. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. The employee shall be given the name, address, and phone number of any individual requesting access to the employee's file if made available to the Board by the individual requesting. This procedure does not apply to review of personnel files by the Board or administration. The employee shall have the opportunity to view the file before it is reviewed by anyone from the public, if possible. If copies were distributed, a second copy shall be made available to the employee if requested. All personally identifying information shall be redacted prior to release to the public.

6. Any disciplinary material, reprimand, or complaint (under Section C.) shall be removed from all files on the second anniversary of the date the material was placed in the file upon written request of the teacher provided no additional discipline, reprimand, or complaint has been filed. Any disciplinary documents which remain in a personnel file after the second anniversary of its placement, due to the failure of the teacher to request removal, shall not be used in any disciplinary action by the Board or Administration, provided there has been no re-occurrence of the same or similar matter during that three-year period.

7. The procedures herein shall take precedence over and supersede the provisions of O.R.C. Chapter 1347.

B. COMPLAINT AGAINST AN INSTRUCTIONAL STAFF MEMBER

The administration may commence an investigation as to the authenticity of any information related to a complaint regarding the bargaining unit member from any parent, student, or other member of the public. The administration shall notify the complainant of said procedure. No complaint will be placed in the main personnel file of a bargaining unit member unless:

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

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

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

4. In cases where the Board is considering termination of the employee's contract, the rights and procedures under Ohio Revised Code §3319.16 shall be applied and shall supersede the procedures identified above.

5. Nothing herein shall be interpreted to preclude the Board and employee from entering into a written settlement agreement with regard to the complaint. A copy of said

settlement shall be placed in the employee's personnel file.

C. Complaints will be filtered through the administration with attempts of resolution at the lowest possible level. No complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed and the Superintendent approves said appeal to the Board.

1. Notice of the Board consideration of the complaint will be given to the teacher involved by means of certified mailing or personal service at least five (5) working days prior to the Board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.

2. The complaint shall be heard by the Board in executive session and the Board shall establish procedures for said hearing. The Association and the teacher shall receive advance notification of the procedures. The teacher shall be entitled to be in attendance when the complaint is heard by the Board and the teacher shall be entitled to Association representation at the hearing.

3. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within ten (10) working days of Board action.

D. 1. Teachers shall have the right to have dues deducted for the Rolling Hills Education Association, Ohio Education Association, and affiliated organizations and/or departments whose names appear on the membership enrollment forms, and the National Education Association, as they choose. Annual dues shall be deducted in 24 equal installments (small variance on first check acceptable) beginning with the 2nd paycheck of the school year. Direct deposit into the Rolling Hills Education Association account on the 30th/31st of each month beginning at the end of October. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association Treasurer and District Treasurer, with a copy to the President, in writing, between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, with a copy to the President and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

2. Payroll deductions, other than dues and fair share fees, shall be made for the following purposes:

a. Credit Union
b. United Way Fund
c. OEA Fund Contributions
d. Savings Bonds

e. Annuities - with minimum of ten (10) people requesting for new annuities. Such deductions shall be made each pay period and may be changed, added, or dropped no more than 4 times a year (September, December, March, June). These deductions for current annuities shall be made with no administrative cost to the employee if none is charged to the district. If the total number of people requesting a deduction under this provision goes below five (5) during the year, said deduction shall continue until August 31. For new annuities, the requirement is ten (10).
f. STRS Purchased Service

E. The Board will provide one copy of the tentative minutes of the immediate past Board meeting to an Association representative in each building and an agenda of the upcoming meeting one day prior to said meeting. If the Association requests, the Board shall provide the Association with summarization of meeting activities and any financial reports on the day following the Board of Education meeting.

F. The Board Policy Manual shall be on the district website for public viewing. The Association president shall receive notification when revisions are made within one week of Board approval of revision.

G. Whenever members of the Rolling Hills Education Association negotiating team are mutually scheduled by the parties to participate in conferences, meetings, or in negotiations during working hours, they shall suffer no loss in pay.

H. The Association shall be given a place on the agenda of building teachers' meetings for brief reports and announcements.

I. An Orientation Program for all teachers as planned jointly by the Board, administration, and the Association shall be held on the normal school workday prior to the beginning of school.

J. Each teacher shall be issued a teacher identification badge which permits the teacher and one guest to attend, free of charge, all student activities, including athletic events. Such admission would not include the cost of meals.

The District shall provide an annual new bargaining unit member orientation for all newly-hired bargaining unit members to take place within seven (7) calendar days of the first day of classes, except when no new bargaining unit members are commencing employment at the start of a school year. Any bargaining unit member hired after the start of the school year shall be provided an in-person orientation within twenty-one (21) days of the date of hire. A new bargaining unit member shall be paid twenty dollars ($20) per hour for all time spent in an orientation that is held outside the member's contract day and/or year.

The District shall provide written notice, to the Association president and vice-president, of the date, time, and location of all bargaining unit member orientation not less than ten (10) working days prior to any orientation meeting.

The Association shall be provided twenty (20) uninterrupted minutes of time to communicate with new bargaining unit members at the conclusion of each new bargaining unit member orientation. One (1) Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit. However, if the orientation is held outside the contract day and/or year, members (including new teachers) will not be paid for this additional meeting time.

Upon request, the District shall provide the following for new teachers:

- Name
- Home address
- All phone numbers provided to the District
- Work site
- Date of hire
- Full time equivalent (FTE) status

K. The Rolling Hills Local Board of Education, through its agent the local Superintendent, will advise the Rolling Hills Education Association, through its agent the president, on policy matters which directly affect its members so that said group can consider, study and make recommendations to the Board Policy Committee through the Superintendent. The Board of Education shall not take final action on proposed policies until after thirty (30) calendar days from the date the Association was given such policies for purposes of comment.

L. Teachers' committees or councils may be developed cooperatively by the Board and the Association.

M. All existing Board policies, or handbooks, shall in no way limit the rights granted teachers in this Negotiated Agreement. Any portion of the existing Board policies which is found to be inconsistent with this agreement shall be modified to correct the inconsistency.

N. The Rolling Hills Education Association recognizes the prerogative of the Board of Education to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority.

O. The Association shall be granted the use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association president or building representative shall get prior permission from the building principal or Superintendent.

P. The Association shall be granted the use of school equipment such as duplicating machines, typewriters, calculators, computers, fax machines, and audio-visual machines. Board-purchased consumable materials used by the Association, i.e., paper, shall be paid for by the Association at Board cost. Such use for Association purposes will be done on other than school time.

Q. The Association shall be granted use of faculty bulletin boards.

R. The Association shall be granted access to employee mailboxes and the district mailing system at each school.

S. The Association president or the building representative shall be entitled to use planning time during the student day to conduct Association business. The Association president or building representative must notify the building principal if he/she leaves the building to conduct Association business during said planning period.

T. The Association shall, with notification to the Superintendent, schedule one (1) "dress down" week per nine weeks. Dress down shall be defined as permission to wear jeans or other casual clothing combined with clothing bearing the school colors, logo, or mascot. A fee shall be assessed to each staff member choosing to dress down and shall benefit the Association Scholarship Fund. Two additional dress down weeks

shall be scheduled per year and shall benefit the Rolling Hills Hall of Fame.

U. ASSOCIATION NOTICE TO BOARD OF NON-MEMBER STATUS

1. The Association shall notify the treasurer of the Board by September 15 of the names of any bargaining unit members who elect not to be members of the Association.

2. Indemnification of Employer
   The Association on behalf of itself and the OEA/NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

   a. The Board shall give a ten (10) working day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
   b. The Association shall reserve the right to designate counsel to represent and defend the employer;
   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
   d. The Board acted in good faith reliance on the list of non-members provided by the Association to the treasurer under this Agreement.

3. Should the law change to permit fair share fees, the parties may request bargaining on this issue. Bargaining will commence within thirty (30) days of such request.

V. The Board of Education prohibits discrimination as set forth in Board Policy 3122, 3122.02, and 3123.

ARTICLE 5
CURRICULUM STUDIES

A. Organization, structure, and function of a curriculum study committee shall be at the prerogative of the administration. Membership of such committee shall include primary, intermediate, middle school and high school representatives as deemed appropriate by the nature of the study and subject to the approval of the Superintendent. The Department Head will chair the committee in conjunction with support from the Administration and representatives from Ohio Valley ESC. The Department Head position is a K-12 position so as to encompass curriculum studies, text and material examination, and mapping revisions for all grade levels. Others to serve on the committees where the Department Heads are the chairs will be selected on an as needed basis and will be compensated at the negotiated rate of pay. All grade levels will be represented on the committees.

B. If necessary and where there has been approval by the Superintendent, personnel may be granted release time for the purpose of working on curriculum projects.

C. All appropriate certified staff in the Rolling Hills Local School District shall be given the opportunity to volunteer to serve on curriculum study committees.

D. For participation in curriculum study work-sessions conducted beyond the regular

teachers' work day, certificated staff shall be paid at the rate of $20.00 per hour. Work sessions will be approved by the administration.

E. Meetings held for the purpose of eliciting staff input on curricular issues and/or curricular training sessions would be held in accordance with Article 6, Section U. Any time over the one (1) hour will be considered volunteered time.

F. Department chairpersons and grade level coordinators shall be established for each of the major curriculum areas no later than September 30 of each school year. These chairpersons and/or coordinators shall head a department or grade level committee for the purpose of implementing, coordinating and evaluating programs and materials for Kindergarten through grade 12. Each staff member teaching in a given field or grade level will be eligible to be a member of the committee. Department chairpersons and grade level coordinators shall be named by the local Superintendent if the individuals have applied for the position. Compensation for these positions will be determined as per the Supplemental Salary Schedule in Article 13. The 7th-8th grade teachers shall have specific representatives to District Curriculum meetings unless a department head is from the 7-8 grade level.

G. 1. State and federally funded grant programs that involve planning or participation time beyond the work day, as approved by the grant coordinator named in the grant proposal, shall be paid in accordance with item D., above.

2. Should any bargaining unit member need to use planning time for participation in a grant as above and as approved by the grant coordinator, said member shall be reimbursed at the rate indicated in item D., for each planning period used if grant monies are available.

ARTICLE 6
TEACHING CONDITIONS

A. The Board shall continue to maintain those faculty rooms in the buildings where they now exist. Should there be any renovation of buildings or new buildings built, teacher collaboration space shall be included in the renovated/new building. Teachers shall be provided an opportunity to provide input into the teacher collaboration space.

B. The Board shall provide separate restroom facilities in each building for the exclusive use of the faculty.

C. The teachers will be permitted to maintain vending machines in all faculty lounges and the profits from these machines will be placed in a separate activity fund. A committee of building teachers and the principal shall decide the expenditure of these funds.

D. The Board will provide adequate supplies, materials, and textbooks and coordinate the ordering of supplies and materials with curriculum. Teachers shall identify in writing to the building principal, the inadequacies of supplies, textbooks, and materials needed for their classrooms for the next school year prior to May 15, in order to allow the administration and Board time to budget for these items. Such request should include prioritization of and reasons for the request. The requisition shall be based on the administration's latest enrollment projections. If a teacher does not provide a written request by May 15, the administration and Board cannot guarantee that a teacher's request will be granted. Additional requisitions due to changes in enrollment may be

made by the teacher throughout the year as necessary. A written response will be given for each and every written requisition concerning its final status. The response is to include items approved, items rejected and statement of justification for rejection as shown on the requisition form. For requests made prior to May 15, a written response will be made to the teacher no later than June 20. Other requests will receive a written response within ten (10) working days.

E. The Rolling Hills Board of Education will provide adequate parking and lighting facilities for all teachers at their assigned buildings.

F. Classroom interruptions are to be kept to a minimum. Specific announcement periods over public address systems shall be assigned and adhered to except in case of emergency. The administration shall arrange the work schedules of custodians and matrons to limit the conflict with the regular school day activities.

G. Teachers shall have safe and healthful conditions under which to carry out their professional duties.

H. Clerical assistance may be provided to make routine entries and transfers on pupil records, attendance, parent notification and to help with the issuance of inventories of textbooks and supplies. School-wide testing programs shall utilize machine graded tests, if such tests are available in that form, unless otherwise requested by the teachers administering the tests. Every effort will be made by principals and supervisors to reduce the amount of paperwork required of teachers, so that the largest possible percentage of their time will be spent in actual planning and teaching.

I. Teachers may not be required to supervise pupils outside of the regular instructional classroom within the work day except as follows:

1. Teachers may supervise hallways, in the immediate vicinity of their classroom. Only in those situations which cannot be rectified by room assignment shall a teacher be assigned duty in another section of the building.

2. Teachers shall work cooperatively with administration in rest room supervision.

3. The principal shall discuss with the teacher an assignment to supervise a study hall.

4. Teachers shall not be required to supervise children who are detained and assigned detention by other teachers after school, except in case of emergency. Any school that has after-school detention shall be required to have a written plan, mutually developed and on file by October 15 of each year.

5. Teachers may be used to supervise playground activities and the loading and/or unloading of bus pupils. Only in emergency situations may a teacher be required to supervise the loading and/or unloading of bus pupils beyond the regular teacher work day.

J. The Board, through the administration, will provide special attention, assistance and guidance to all new teachers.

K. A joint committee of Board and Association representatives shall be formed for the purpose of developing the duties, responsibilities, and procedures for a district-wide mentor program. The committee shall also set the compensation for mentor teachers.

The committee will meet on a regular basis to develop a recommendation by January 1, 2002. Such a recommendation shall be presented to the Board and the Association for approval. The make-up of the committee shall be three (3) teachers appointed by the Association president and two (2) administrators appointed by the Superintendent.

L. Any major changes in a building affecting teachers (minimum of 25%) shall occur only after the matter has been discussed with the RHEA Building Representative(s) in that building. Changes in teaching conditions for the ensuing school year that occur during the summer shall be discussed with the staff through communiques and/or meetings before the normal school year begins.

M. Teachers will be permitted to leave the school building during their lunch period upon notifying their principal or designee.

N. Teachers shall be permitted to transport a pupil in his/her automobile within the scope of his/her employment upon completion of a parent consent form and Superintendent approval, or in an emergency as identified by the bargaining unit member. The Board shall assume liability in the aforementioned situations only. All other transportation of students shall be subject to the individual teacher's liability.

O. 1. The Board of Education shall work towards scheduling which will provide school time for the purpose of Association and/or administration sponsored in-service faculty meetings. Such meetings shall address the improvement of county and/or district education.

2. Inservice and professional development programs in the Rolling Hills Local School District will be developed by an Inservice Committee composed of three (3) bargaining unit members selected by the Association, and three (3) administrators selected by the Superintendent. The committee shall be selected by September 30 of each year and shall select a chairperson at the first meeting.

The chairperson shall be selected annually by the committee members. The committee will seek to establish the district as a CEU provider. The committee shall meet on a monthly basis from August through May.

P. PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies to administrative members.

3. Committee Composition and Selection

a. The committee shall be comprised of five (5) members as follows:
   1) one (1) elementary teacher (K-5), one middle school teacher (6-8), and one (1) high school teacher (9-12).
   2) two (2) representatives of the administration.

b. The three (3) teachers shall be appointed by the Association executive committee. The two (2) representatives of the administration shall be appointed by the Superintendent with approval of the Board.

4. Chairperson
The committee chairperson shall be determined by a majority vote of the committee members.

5. Decision-Making
Decisions shall be made by majority vote of the committee members present. A quorum shall consist of three (3) people.

6. Training
Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on release time, if possible, and shall be subject to professional leave.

7. Meetings and Compensation
   a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 30 each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.

   b. Committee members shall be paid at the rate listed in the Extra Duty Pay Schedule – Supplemental Contracts, and committee members shall have the same pay options as all other supplemental contracts.

   c. The committee members shall present a comprehensive report and vouchers to the Board and Association at their respective meetings in June.

   d. The committee meetings shall be conducted under Robert's Rules of Order.

8. Committee Responsibility
The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, development and approval of all district or building professional development activities including in-service days, approval of all C.E.U.'s, coursework, workshops, etc. that could be used for professional growth.

9. Appeals Process
Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the RHEA and the Board shall meet to bargain the appeals procedure.

Q. The Board and the administration, after consultation with the teachers' calendar committee, will schedule parent-teacher conference days. The days may start at a time different from the regular starting time for teachers; however, such scheduled time shall not exceed the teachers' normal working day of 7 hours. Days of parent-teacher conference will be days of instruction and classes will be in session for schools not conducting conferences. If conferences are scheduled after the normal school day, compensatory time shall be given the next working day.

R. board shall be guaranteed to teachers, subject to accepted standards of professional, ethical and statutory educational responsibility.

S. A school calendar shall be adopted by the Board of Education after a committee of teachers has had an opportunity to work cooperatively with the administration in its makeup.

1. The teacher contractual year will be based on the adopted school calendar and will not exceed 182 days.

T. The following are days when teachers are on duty and students are not in attendance:
1. One (1) orientation and/or in-service day will be required for all teachers in the district. It will be held immediately prior to the opening of school.

2. Two (2) days for parent-teacher conferences.

3. One (1) day as a teacher records day at the closing of the school year.

U. Teachers may leave the building in accordance with the minimum Board of Education work hour assignment. The Board policy of specific hour assignments for each building shall be posted in each building and a copy of these assignments shall be presented to all teachers at the beginning of the school year. The normal teacher's work day shall be no more than seven (7) hours and fifteen (15) minutes beginning the 2019-2020 school year for elementary enrichment and middle school/high school instructional time. The regular work day shall start no earlier than 7:00 a.m., and end no later than 5:00 p.m. No split shifts will be implemented.

V. All teachers shall have a minimum of thirty (30) consecutive minutes duty free for lunch each school day, during which time they shall not be required to perform any school activities.

W. Any Rolling Hills teacher who wishes may enroll his/her dependent child in the Rolling Hills School District tuition free at the beginning of the school year, in accordance with the following procedures:

1. The teacher must notify the Superintendent at least ten (10) working days prior to the opening of school.

2. If the child is an elementary student, a teacher may enroll the child in the elementary school which is nearest to the teacher's work site, if space is available and subject to the approval of the Superintendent.

3. Once enrolled, the child shall be granted all rights and benefits of resident children.

4. The parent shall be responsible for the child's transportation to and from school. Pupil enrollment shall be made in accordance with the district's open enrollment policy, if applicable, for the purposes of state reporting requirements. This is for reporting purposes only and will not preclude a teacher from enrolling his/her child in the district.

X. CALAMITY DAYS

If any school building is closed for calamity such as illness, disease, epidemic, hazardous weather conditions, damage to a school building, other temporary circumstances due to utility failure rendering the school building unfit for student use, teachers shall not be required to report for work on that day but shall receive their regular salary and fringe benefits. Should the total number of days the school was actually open for instruction with pupils in attendance and for individualized parent- teacher conferences and reporting periods be less than 175 days, these days under 175 shall be rescheduled with teacher input and mutually agreed to

prior to June 30.

Y. MENTOR PROGRAM

A Mentor Program shall be established. The Mentor Program shall consist of lead mentors, mentors, and coaches.

The following provisions shall apply to the Mentor Program:

1. A lead mentor shall be responsible for assignment of mentors, in conjunction with building administrators, and coordinating observations and mentor meetings.

2. Mentors will be responsible to observe, critique, advise, assist, counsel, and make suggestions to the new employees, who are first year teachers, during their first year of employment.

3. Coaches will be responsible to advise, assist, counsel, and make suggestions to any new employee to the district who is not a first-year teacher, or any teacher changing grade levels, buildings, or subject areas.

4. It may be necessary to assign a mentor from another building. Should this occur, the principals involved will provide release time for weekly conferencing, and electronic networking can replace the daily face-to-face communication.

5. Should a mentor/entry year teacher pair prove to be incompatible, the lead mentor(s) and the building principal will review the applications on file and select another mentor for the entry-year teacher. Both new and old mentors will be compensated on a pro-rated basis.

6. The mentor coordinator and all individual mentors and coaches will not be responsible for the success or failure of any new employee. The Board assumes any liability as a result of any legal action by an unsuccessful new employee who is terminated or non-renewed.

7. Compensation will be based on the supplemental salary schedule in Article 13.

Z. Beginning with the effective date of this Master Agreement, the Board of Education shall reimburse bargaining unit members for 75% of the fees for license/certificate renewal or upgrade, within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate. Additionally, beginning with the effective date of this Master Agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for the background checks. Total reimbursement shall not exceed $240.00.

AA. At the end of each quarterly grading period, there shall be a two (2) hour early dismissal for both students and staff.

ARTICLE 7
TEACHING LOADS & ASSIGNMENTS

A. Every effort will be made for class size to follow the grade level district average except for special classes such as music and physical education. Whenever a class exceeds the below standards, the Board and the Association shall be required to meet and discuss

possible options and solutions to concerns regarding student-teacher ratios.

1. Kindergarten: 22 students
2. Elementary: 25 students
3. Middle and High School: 25 students

B. PREPARATION PERIODS

1. It shall be the obligation of the Board to give a daily unassigned preparation period (one period) to all teachers at the high school and middle school level during the student school day.

2. Elementary teachers will be provided with a daily planning period of at least forty (40) consecutive minutes during the regular student school day.

3. Elementary teachers shall be guaranteed their preparation period during the time that teachers of special subjects are assigned to instruct their classroom.

4. Any teacher who voluntarily gives up their planning time to cover a class shall be compensated at $30.00 per period.

C. Teacher participation in any activities after the regular school day shall be voluntary unless covered by the Supplemental Salary Schedule. Non-participation in such activities shall not be valid items for teacher evaluation purposes. The RHEA and the Board of Education encourage all staff members to support and assist with after- school activities.

D. FACULTY MEETINGS

1. Faculty meetings shall be subject to call by the principal or Superintendent. Faculty meetings shall be as meaningful and brief as possible. Routine administrative and association announcements shall be reduced to writing and distributed to all teachers instead of being part of the meeting agenda.

2. Building faculty meetings shall not exceed ten (10) per year unless mutually agreed, extenuating or emergency circumstances arise. Building faculty meetings shall not exceed one (1) hour in length.

3. Teachers are required to attend all faculty meetings unless excused by the administrator.

E. The Board of Education shall maintain counselors in accordance with current state mandates.

F. Every teacher will be assigned to his/her certified teaching field(s). Efforts will be made to assign substitutes to their certified teaching fields.

G. Teachers who will be affected by a change in grade assignment in the elementary grades or by changes in subject assignment in the secondary grades shall be consulted by the principal or local Superintendent prior to December 1 for the second semester and prior to August 1 for the following year. Any further changes will be made only after discussion and consent of the teacher or teachers concerned.

H. Teachers specifically certificated in these areas will be provided for art, music, and physical education, 1 - 12, for a minimum of 200 minutes per week. If a vacancy exists in one of the above areas and no current bargaining unit member specifically certificated in the above areas applies for the vacancy, the administration shall be entitled to fill said vacancy with an applicant from outside the district who is specifically

certificated in the appropriate area. Kindergarten teachers shall receive the services of art, music, and physical education teachers as in practice as of September 12, 1994.

I. Psychologists, as provided by the Rolling Hills Local School District Board of Education, shall be available to all schools in the Rolling Hills Local School District.

J. Split grades will be eliminated.

ARTICLE 8
JOB SECURITY

A. FAIR DISMISSAL

1. Dismissal as used in this policy means the nonrenewal of a teacher's regular limited contract.

2. Nonrenewal of a teacher's regular limited contract shall be due to a teacher's lack of ability or degree of professional competency as determined from formal evaluation by the school administration.

3. Procedure

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

   b. Formal reprimand or discipline of a teacher by an administrator for alleged violation of Board policies or regulations, or regarding the professional performance or conduct of said teacher shall, upon request of the teacher, be in the presence of a RHEA representative and/or Labor Relations Consultant. The administrator making the charge or imposing the disciplinary action may also have a representative present. With the exception of the Labor Relations Consultant, all personnel involved shall be district employees. No teacher shall be reprimanded in any manner except for just cause.

   c. Teachers shall be notified in writing by June 1 of the superintendent's intent to recommend non-renewal and the reasons for such recommendation.

   d. A teacher so notified shall have the right to request, through the Superintendent, a meeting before the Board to discuss the issue of non-renewal of the teacher's contract. The request for a meeting shall be made to the Superintendent at least two (2) work days prior to the next scheduled Board meeting. The Association shall be notified of the meeting and shall have the right to have an Association representative at said meeting. The Board shall also have the right to have a Board representative present. This hearing shall be in executive session and said meeting shall not be a formal evidentiary hearing. The Association, at its expense, may provide for a court reporter or other mechanical means of recording the meeting. The teacher and/or representative shall be entitled to present reasons why his/her contract should not be non-renewed. The Board may permit witnesses other than the teacher to address the Board concerning the issue of the teacher's non-renewal. The Board's decision regarding this issue shall be submitted to the teacher in writing by June 30th.

4. The procedures listed herein shall supersede and take precedence over the

requirements of ORC 3319.11 specifically as they relate to the non-renewal of a limited contract.

5. ORC 3319.11 and Article 8, Section A, 3.d. of this contract will not apply to a teacher during his/her first year in the district. The first-year employment will be a probationary period consisting of 182 working days and extending until the final day of the first contract ending on July 31st of that year. A probationary discharge from employment is the sole and unilateral discretion of the administration and shall not be subject to the grievance procedure.

B. SEQUENCE OF LIMITED CONTRACT ISSUANCE

1. This statement on sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district. The normal sequence of limited contracts (non-supplemental) is expected to be one (1) year, one (1) year, two (2) years, three (3) years, five (5) years. The Board reserves its right and responsibility to award a one (1) year contract with written reasons directed towards improvement at any stage of the sequence prior to the award of a five (5) year contract, if the teacher's evaluations indicate that a multi- year contract is not merited. If the teacher is subsequently awarded another contract, said contract shall be in proper sequence. After the first five (5) year contract, subsequent contracts to be offered will be five (5) year contracts.

2. Continuing contracts will be issued in accordance with O.R.C. 3319.11. However, upon submission of a written request prior to January 1 to the treasurer, a bargaining unit member may request that the Board consider interrupting the teacher's limited contract, if eligible for continuing status. The Board's decision to deny the request shall not be subject to the grievance procedure. Notification of the Board's decision shall be by written letter from the Superintendent. If the Board accepts the request, the teacher's limited contract shall be considered as having an expiration date at the end of that school year. Such teacher shall be treated as having the same status as any other teacher eligible under 3319.11 and this Master Agreement.

C. EVALUATION

1. The purpose of the evaluation process shall be as follows:
   a. To maintain and improve classroom instruction.
   b. Clarify the performance expectations of the individual as determined by the administration.
   c. Establish work goals.
   d. Make evaluations adhere to job performance as outlined in the job description.
   e. Provide a means for the administration to direct improvement of the teacher.
   f. To enable the Board to make proper personnel decisions.

   It is the responsibility of the teacher to make efforts to improve. It is the responsibility of the evaluator to provide recommendations for improvement, suggestions regarding how to make those improvements, and adequate time to make such improvements. It is the responsibility of the evaluator and teacher to cooperatively develop a written plan for improvement, where necessary, detailing the goals to be achieved and the criteria for meeting these goals. No teacher shall be observed after May 1 of each school year.

   The role of the evaluator is similar to that of the critic teacher during student teaching. He/she makes written recommendations and suggestions. He/she is there to help as well as to evaluate the teacher. He/she is expected to be experienced and flexible in

his approach.
The responsibility of teacher evaluation rests with principals, assistant principals, Superintendent, and assistant Superintendent and/or administrative assistant. The Chapter I Coordinator can aid in the evaluation of Chapter 1 personnel.

The process will follow all guidelines set forth by the Ohio Department of Education and the ORC.

2. Selection of Credentialed Evaluators:
Teachers with a final holistic rating of "Accomplished" will develop a professional growth plan and may select their credentialed evaluator for the evaluation cycle from the District's approved list.

Teachers with a final holistic rating of "Skilled" will develop a professional growth plan collaboratively with their credentialed evaluator and will have input into the selection of their credentialed evaluators for the evaluation cycle from the District's approved list.

Teachers with a final holistic rating of "Developing" will develop a professional growth plan with their credentialed evaluator and will be assigned a credentialed evaluator for the evaluation cycle by the Superintendent from the District's approved list.

Teachers with a final holistic rating of "Ineffective" will develop an improvement plan with their credentialed evaluator and will be assigned a credentialed evaluator for the evaluation cycle by the Superintendent from the District's approved list. The Superintendent must approve the improvement plan.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measurers of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

    1. When utilizing a vendor assessment, the District shall assess the financial Impact on the budget and provide a copy to the Association President not less than sixty (60) days prior to Board consideration.

    2. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

    3. All new vendor assessments shall be piloted for three (3) years prior to being used as a source of HQSD, subject to the following:

        a. Participation in the pilot is voluntary.

        b. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

c. Teachers participating in the pilot shall be provided fifteen (15) of hours of release time to train, meet, and reflect on the vendor assessment each year of the pilot.

d. An assessment by the Evaluation Committee shall occur in May of each school year.

e. The committee shall provide a recommendation whether to implement the vendor assessment as HQSD to the Superintendent and Association President by May 1 of the third year of the pilot.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

a. Knowledge of the students to whom the teacher provides instruction;

b. The teacher's use of differentiated instruction practices;

c. Assessment of student learning;

d. The use of assessment data;

e. Professional responsibility and growth.

D. No Evaluation Factor shall be impacted by student performance on a test or tests.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

4. Evaluation Timelines

All teachers, except where noted below, who are required to be evaluated will be evaluated annually. Each annual evaluation shall include: 1) Two (2) formal observations of one class period each (no less than thirty (30) consecutive minutes); and 2) at least two (2) unscheduled classroom walk-throughs no less than five (5) and no more than twenty (20) minutes each.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who have been rated as "Ineffective" on their Annual Summative rating or are under consideration for nonrenewal, will have an annual evaluation that includes: 1) Three (3) formal observations of one class period (no less than thirty (30) consecutive minutes each); and 2) three (3) unscheduled classroom walk-throughs no less than five (5) and no more than twenty (20) minutes each per cycle.

All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the "Final Holistic Rating" results by the tenth day of May.

A teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent annual evaluation may be evaluated once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Department of Education.

A teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent annual evaluation may be evaluated once every two (2) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determine by the Department of Education.

If in the final year of a limited contract, the teacher may be evaluated for purposes of non-renewal regardless of previous evaluation rating.

5. Teacher Performance

The first "observation cycle" shall take place and be completed on or before December 15, and the second "observation cycle" shall take place and be completed on or before April 30. There shall be at least ten (10) calendar days between the "observation cycles" (Thanksgiving break, Christmas break, and Spring break shall not count towards the ten (10) calendar days). This ten (10) day requirement may be waived by the teacher. The Board may utilize the services of a properly credentialed outside party (not employed by the District) to complete evaluations.

Teacher Performance Process for one/each cycle:

a. Complete a "Professional Growth Plan" or an "Improvement Plan" per this Article.
b. Evaluator will perform two (2) unscheduled "Walk-Throughs."
c. A single pre-conference between the teacher and the evaluator prior to the first observation. A single pre-conference between the teacher and the evaluator may be held prior to the second observation upon request of the teacher. The teacher shall provide information at this meeting.
d. Within five (5) working days, the teacher shall receive a copy of the completed evaluation form.
e. A post-conference between the evaluator and the teacher shall be held within ten (10) days of the observation and the evaluator will provide a copy of the results from the "Teacher Performance Evaluation Rubric" at this conference.

In determining whether evaluations are comparable for the purpose of reduction in force, the final holistic ratings will be used to determine whether an evaluation is comparable (a rating of accomplished is comparable to another accomplished rating, a rating of skilled is comparable to another skilled rating, etc.).

6. Professional Growth and Improvement Plans:

Teachers whose most recent observation performance rating is Ineffective may choose to develop an improvement plan with the credentialed evaluator from the Board-approved list assigned by the Superintendent/designee for the evaluation cycle.

Improvement plans must contain measurable goals and objectives. They must contain a specific time frame for implementation. That time frame shall be no shorter than six (6) weeks during the school year and no longer than one full school year.

If the improvement plan requires the teacher's attendance at a course, conference or workshop outside the District, applicable registration and tuition fees will be fully reimbursed by the Board upon completion of the course, conference or workshop. Other expenses of the course, conference or workshop will be reimbursed in accordance with Article 10, Section E of this Agreement. This paragraph operates independently of the tuition reimbursement terms that appear in Article 13, D of this Agreement.

7. If the teacher does not agree to the comments made by the evaluator, the exceptions should be noted under the “Teacher Comments” section of the form. The teacher has ten (10) days from the conference date to note comments, otherwise, the evaluation forms will be filed without “Teacher Comments.” In addition, the teacher may request a meeting with the elementary or secondary supervisor, the building principal, and if desired, a representative of the Association to discuss the matter in greater detail.

8. Completed evaluation forms are to be filed with the Superintendent with copies being provided for the teacher and the building principal.

9. The procedures of an evaluation may be subject to the grievance procedure, but the substantive aspects (i.e., judgment of the evaluator) are not.

10. The evaluation procedure set forth above shall be the sole evaluation procedure used by the Board for the evaluation of bargaining unit members that are subject to this evaluation procedure.

11. There shall be an OTES Committee consisting of four (4) association members that are appointed by the RHEA President and four (4) administrators that are appointed by the Superintendent. The committee shall meet as needed for the purpose of addressing any needed changes to the procedures, to address changes in law which may impact the procedure or ODE requirements or recommendations which may impact the procedure.

12. Area of Conflict
    a. If a personality clash or problems of communication exists between the evaluator and a teacher, either one or both of them may appeal directly to the Superintendent for a solution. This appeal may be in written or oral form. The person requesting an appeal must schedule an appointment with the Superintendent within five (5) working days of the initial conference.

    b. Within ten (10) working days after receiving the initial request, the Superintendent will meet with the person, and if the teacher requests, an RHEA representative and the other party either separately or together. After considering both sides, the Superintendent shall either help the two (2) parties resolve their problem or assign another evaluator.

13. As per Board resolution, no evaluations shall be recorded for the 2019-2020 school year. No personnel decisions shall be made based on evaluation due to school closure and lack of evaluation for that year. For the 2020-2021 school year, the OTES 2.0 pilot shall continue. Within sixty (60) days of full implementations of OTES 2.0 by the Ohio Department of Education, the Board and Association shall meet to discuss any necessary changes to the negotiated agreement. Changes shall be implemented by a Memorandum of Agreement.

D. LABOR/MANAGEMENT COMMITTEE

A committee composed of three (3) teachers appointed by the Association president, the Superintendent, a building administrator, and one (1) Board member shall meet at least once prior to the beginning of the school year, once near semester changes, and once near the end of the school year. Additional meetings shall be scheduled when the Superintendent and the Association president mutually agree that an additional meeting is needed. Any meeting may be cancelled if the Superintendent and the Association president mutually agree.

ARTICLE 9
DRUG-FREE WORKPLACE

A. The Board shall adopt a policy which is in compliance with the Drug Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted policy regarding a drug-free workplace.

B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a one (1) hour drug-free awareness and education program for all bargaining unit members during the normal in-service day, once every two (2) years. The drug-free program can exceed one (1) hour by mutual agreement of the parties.

C. For the purposes of these provisions, the following definitions shall apply:

1. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.

2. 'Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.

3. "On duty" is defined as required attendance at the work place in accordance with the provisions of the master agreement regarding hours of work and the workday.

D. Any bargaining unit member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause, in accordance with the provisions of this contract and applicable state law.

E. Any bargaining unit member convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

ARTICLE 10
LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. Any full-time teacher, upon request, shall have three (3) unrestricted days of paid personal leave per school year. Half-time teachers shall be granted one and one-half (1 ½) days of paid personal leave. Unused personal leave days may be accumulated from year to year with twelve (12) days' limit. For personal leave requested either the work day immediately before or the work day after holidays, permission must be granted by the principal. The accumulated personal leave time may not be used for more than three (3) consecutive days at one time without special permission from the Superintendent. No more than five (5) consecutive days may be used.

   When a bargaining unit member has reached the twelve (12) days of personal leave, any unused personal leave may be banked for severance purposes per Article 13, H or rolled into sick leave. Unused personal leave will automatically be banked unless the member notifies the treasurer's office of the desire to roll into sick leave no later than

May 15th of each year.

2. Notification for personal leave shall, except in cases of emergencies, be made to the principal at least three (3) school days (72 hours) in advance of the requested leave.

   a. When the administration receives a request for personal leave on a day when many bargaining unit members are out on leave, the building principal may dialogue with the employee(s) in order to determine if the employee(s) could take the requested leave on a different day.

3. Application for personal leave shall be made electronically on the district provided kiosk.

B. JURY DUTY AND COURT SERVICE

When a teacher is called for jury service or subpoenaed to serve as a witness, he shall give his immediate supervisor proper notice. The teacher shall keep the check from the court and take a copy of the payment to the school district treasurer who will deduct said jury or witness payment from the employee's next paycheck.

C. PARENTAL LEAVE

1. When a teacher becomes pregnant, if leave is to be granted, she shall notify the principal and Superintendent sixty (60) calendar days prior to her expected date of delivery, if possible, or when possible thirty (30) calendar days prior to the expected date of commencement of her disability absence leave, or resignation, whichever date shall come first. Such notification shall be on a form furnished by the Board. The teacher shall have her doctor complete the appropriate section which will indicate the expected beginning date of disability and the approximate date of delivery. The expected beginning date of disability may be subsequently revised by submitting a written statement from her doctor to the Superintendent.

2. For the purpose of this provision, disability shall be the period during which the teacher is not physically capable of performing all the duties and functions of her position. The beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor.

3. All or any portion of a leave taken by a teacher because of her pregnancy or a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.

4. A teacher adopting an infant child one (1) year of age or less will be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child.

5. A request by a teacher to resume her teaching duties shall be accompanied by a statement from her doctor certifying that she is physically and ready to resume her duties. Verification of continuing disability after delivery may be required by the Superintendent, upon reasonable written notice to the teacher prior to Board action on the request for continuing disability. A form stating the reason for the extension of the disability shall be completed by the teacher's primary physician and shall be given to the Superintendent prior to Board action.

6. Upon written request of a bargaining unit member, the Board shall grant an unpaid leave of absence for a period of not more than one school year for childcare. A request for unpaid parental leave should be submitted to the Superintendent at least thirty (30) calendar days before the desired effective date, when possible. A bargaining unit member shall inform the Superintendent, in writing, of the member's

intention to return to duty at least thirty (30) calendar days before the expiration of the leave. Repeated use of this leave by any one teacher must be approved by the Superintendent.

7. A teacher who is granted a parental leave of absence will be assigned to a position equivalent to the one which she/he held at the time the leave commenced.

   a. When the original position becomes vacant, the teacher taking parental leave shall be given the opportunity to apply for that position.

8. An absence without pay shall commence the first day following the termination of disability or the first day following the exhaustion of accumulated sick leave prior to the termination of the disability, whichever day shall first occur. This leave of absence shall at the teacher's request be for the remainder of the school year in which the leave commences, and further, if requested by the teacher at the time of application, the following school year.

9. All leaves of absences in some way upset the education processes; therefore, barring unforeseen circumstances, a teacher requesting leave is required to adhere to the dates requested.

D. MILITARY LEAVE OF ABSENCE

Military leave of absence shall comply with Ohio Revised Code Section 5923.05.

E. PROFESSIONAL LEAVE

1. Each full-time classroom teacher may have up to three (3) days professional leave at regular pay to attend professional meetings or visitations. Requests for leave must be submitted in writing, with approximate cost and agenda, at least seven (7) working days in advance directly to the Superintendent or his/her designee. The Superintendent shall provide the employee notice of approval/disapproval at least two (2) working days prior to the leave. If notice isn't timely, the teacher can assume the leave is approved. A report by the teacher of the conference or visitation and other useful materials received at such conference or visitations shall be available to other staff members. In special cases where teachers have not shown recent professional growth, the principal, in consultation with the Superintendent, may require a person to use professional leave for a specified professional conference. This will be in addition to the three (3) days referenced above.

2. Such leave shall be reimbursed in the following manner:
   a. Necessary fees for registration and lodging if conference is more than one (1) day.
   b. Mileage at the I.R.S. rate.
   c. Meal reimbursement shall be for their actual cost not to exceed $50.00 per day if conference requires an overnight stay.

F. SABBATICAL LEAVE

Teachers who have been employed by the Board for at least five (5) consecutive years may be granted leave upon proper application, for not more than one (1) year for the purpose of professional improvement, in accordance with the Ohio Revised Code, Section 3319.131, subject to the following conditions and procedures:

1. Not more than three percent (3%) of the professional staff may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.

2. The program for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by May 1 for consideration of leave for the upcoming school year. If for some reason the initial proposed program is unacceptable, the teacher shall be provided with a written statement specifying the reasons why the proposed program is unacceptable. The teacher will be offered a grace period of two (2) weeks (ten [10] working days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.

3. A staff member, upon return from sabbatical leave, shall be assured employment by being given the opportunity to apply for his/her original position or granted a comparable one carrying like status and pay. All rights with respect to contract status and other benefits shall be granted to the staff member upon return to employment, except that sick leave shall not accrue during the time of the sabbatical leave nor shall the teacher receive a salary increment.

4. No teacher shall be granted leave more often than once every five (5) years for each five (5) years of service and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

G. TEMPORARY LEAVE OF ABSENCE

1. A leave of absence without pay for up to one (1) calendar year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

2. After three (3) years of continuous employment in the Rolling Hills School District, a teacher may be granted a leave of absence, without pay, for up to one (1) calendar year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

H. UNION LEAVE

The Board shall provide six (6) paid leave days per calendar year for attendance at conferences or conventions of the OEA/NEA, so long as the Association provides three (3) days advance written notice to the Superintendent. Additional days may be granted for activities that support public education. Three (3) additional paid leave days will be approved by the Board contingent upon availability of substitute teachers.

I. MISCELLANEOUS LEAVE

1. Other leaves of absence without pay may be granted by the Board for good reason.

2. A teacher on unpaid leave of absence will not be denied the opportunity to substitute in the school system by reason of the fact that she/he is on such unpaid leave of absence.

3. Any teacher on approved leave of absence shall be permitted to maintain insurance by paying the full cost to the Board's treasurer once a month.

J. SICK LEAVE

1. Teachers will be granted sick leave according to Section 3319.141 of the Ohio Revised Code and the provisions of this article. Teachers shall earn sick leave credit at a rate of 1 1/4 days per month and shall continue to accrue sick leave while under contract with the Board.

2. A teacher newly employed by the school district will be credited for unused sick leave

accumulated in other public school employment. This shall be in keeping with the Ohio Revised Code Section 143.29 and necessary verification by the proper public agency. First year teachers shall be granted an advance of sick leave of five (5) days. The accumulation of unused sick leave for severance purposes shall be 265 days for the remainder of this contract.

3. For our purposes, for reasons of illness or death, immediate family shall include the following two columns:

COLUMN I	COLUMN II
Husband	Brother-in-Law
Wife	Sister-in-Law
Child	Mother-in-Law
Mother	Father-in-Law
Father	Grandfather
Stepmother	Grandmother
Stepfather	Grandchild
Stepchild	Niece
Foster Mother	Nephew
Foster Father	Aunt
Foster Child	Uncle
Brother	
Sister	
Son-in-Law	
Daughter-in-Law	
Members of the immediate family that reside in the employee's household	
Domestic Partner	

   a. COLUMN 1: For those members listed in Column I, the employee is entitled to use of accrued sick leave up to ninety (90). After ninety (90) days, additional time up to the entirety accumulated may be approved if requested. Approval of request shall be made by the established Sick Leave Bank Committee. At such time that more leave is requested, an estimated return date shall be provided to the committee and district for the purpose of hiring a full-time substitute. Should the return date change, it must correspond to the end of a nine (9) week grading period.

   b. COLUMN II: For those members in Column II, the employee is limited to the use of five (5) workdays of sick leave without approval. If more than five (5) workdays are needed, the employee shall make the circumstances known to the Superintendent who may approve additional use of sick leave days in five (5) workday increments.

4. In the event a teacher has exhausted all of his/her sick leave, additional days may be granted from that teacher's unused personal leave upon recommendation of the Superintendent and approval of the Board. A teacher returning from extended sick leave who has exhausted all such leave shall be granted an advance of sick leave of five (5) days, if necessary.

5. In the event that a teacher must arrive late or leave the building early for a doctor or dental appointment or specialist, prior agreement must be made with the building principal.

6. A doctor's excuse may be requested by the administration for any employee illness requiring 5 or more consecutive days absence.

7. Sick Leave Bank

When in the judgment of a bargaining unit member's physician and a yearly committee made up of two (2) RHEA appointed members, two (2) Board appointed members, and a mutually agreed upon fifth member to chair, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother, and additional days are still needed, then he/she may request through the Superintendent that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. The appropriateness of an application for disability retirement will be discussed with the affected member. These additional limitations will apply to this paragraph:

a. No teacher who begins the school year with less than forty-five (45) days as of July 1 can donate sick leave days.
b. Donations from a bargaining unit member must be in units of one (1) day, but no more than five (5) days total per recipient, provided that the donor not go below forty-five (45) days of accumulated sick leave.
c. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
d. If the bargaining unit member has applied for disability retirement, then the member can use the donated leave days until the disability retirement takes effect.
e. No more days can be given than needed by the bargaining unit member to serve out the regular school year, and only that school year.
f. The bargaining unit member must exhaust his/her own sick and personal leave first.
g. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
h. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment.
i. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of sick leave transfer days.
j. A maximum of 120 (one-hundred twenty) days can be received by any employee. In extenuating circumstances, the committee may approve additional days up to a lifetime maximum of 180 (one-hundred eighty) days.

K. RELEASE TIME

Release time is to be used for jury duty, county office curriculum meetings, North Central evaluation participation, and required professional duties including supplemental contract events, activities adjunct to classroom responsibilities (FFA, FHA, etc.), or those events which require a teacher to be absent from his/her classroom to supervise a team or school-sponsored organization apart from regular professional leave.

Requests for release time shall, except in the case of time limitations, be made to the immediate supervisor or principal at least three (3) school days (72 hours) in advance of the requested leave with final approval coming from the local Superintendent.

L. INCENTIVE PAY

1. Bargaining unit members who are employed for an entire school year will be entitled to a payment of five hundred dollars ($500.00) if the bargaining unit member uses no sick leave and no personal leave during the immediately preceding school year.

2. For every day of sick leave or personal leave used by a bargaining unit member during the school year, the payment described above shall be reduced as follows:

   One (1) missed day member shall be entitled to $400.00
   Two (2) missed days member shall be entitled to $300.00
   Three (3) missed days member shall be entitled to $200.00

3. Professional days are not to be included in incentive pay calculation.

4. Payment will be made with the second paycheck in June.

5. A bargaining unit member who is employed less than a full year and/or who is a less than full-time bargaining unit member shall receive this benefit on a pro-rata basis.

M. PERSONAL INJURY LEAVE

1. Teachers shall report immediately to their principal or acting principal in all cases of personal injury suffered by them in connection with their employment.

2. Whenever a teacher is absent from school as a result of physical injury arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to six (6) months after such injury without having such absence charged to the annual sick leave or accumulated sick leave.

3. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said injury for the period for which such salary is paid.

4. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and in the event there is no adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

5. If a teacher is injured in the course of his/her obligated duties, whether written or unwritten, the administrator and Board of Education will do all that is legally possible to see that the perpetrator of the injury is punished in accordance with Rolling Hills Local School Board of Education policy and state or federal laws and statutes.

N. DEDUCTIONS FOR ABSENCE NOT COVERED BY PAID LEAVE

1. In cases when a teacher is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of

unauthorized absence will be based on the current salary divided by the number of teacher work days in the official school calendar as adopted by the Board of Education. In no case will the salary of the substitute be deducted, or a teacher allowed to employ and pay for the substitute.

2. When a specialized employee is absent from duty and there is no sick leave applicable, or the leave is unauthorized, salary deduction for absence will be made on a per diem basis in accordance with the required work year for that particular job classification.

O. SUBSTITUTES FOR APPROVED LEAVE

Once leave is approved that requires a substitute, the administration shall be responsible for contacting substitutes for those bargaining unit members who will be on approved leave.

P. FAMILY AND MEDICAL LEAVE

1. In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the following reasons: (This does not adversely affect the use of sick leave in Section J).
   a. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
   b. because of the placement of a son or daughter with the employee for adoption or foster care;
   c. in order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
   d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

   Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. There shall be no "stacking" of twelve (12) week leave periods under FMLA within a twelve (12) month period.

3. If an employee is granted an unpaid leave under the terms of this agreement for any of the purposes contained in Section A. 1-4 herein, such leave time shall be counted against the employee's FMLA entitlement.

4. Bargaining unit members must give the Board at least a thirty (30) calendar days' notice, except as specified otherwise in other provisions of this collective bargaining agreement or as much as is practicable in foreseeable situations.

5. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he/she will take, they may not switch to another leave without Board approval.

6. Medical certification may be required to substantiate leave for reason (d.) stated above with the Board having the option of requiring second and third opinions. Medical certification shall include the following:
   a. the date the condition began;
   b. the probable duration of the condition;

c. appropriate medical facts regarding the condition and the necessity for the leave; and
d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

7. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements of Federal Law and the provisions of this agreement have been satisfied.

8. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence, or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control. Health insurance benefits may be continued beyond the twelve (12) week entitlement in accord with the C.O.B.R.A. law unless the terms of this agreement provide otherwise.

9. If the requested parental leave begins more than five (5) weeks prior to the end of the academic term, the Board shall have the authority to require the employee to continue taking such leave (either paid or unpaid as chosen by the employee) through the end of the academic term if the leave will be of at least three (3) weeks duration, and the employee would return from the leave during the last weeks of an academic term. If the requested parental leave would be during the last three (3) weeks of an academic term, and the leave would be of more than five (5) work days' duration, the Board shall be authorized to require the employee to remain on leave through the end of the academic term. All days of such leave shall be counted against the employee's FMLA entitlement.

10. Any teacher on FMLA leave shall pay his/her portion of the insurance premium on or before the 20th of the month (e.g., June 1 payment due to treasurer on or before May 20).

11. For the purpose of this article, the following definitions shall apply:
    a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
    b. "Reduced Leave Schedule"- a leave schedule that reduces the usual number of hours per work week, or hours per workday, of a bargaining unit member.

12. It is not the intent of the parties to grant to the employees any benefits in excess of those mandated by FMLA, except as may be specifically provided in the collective bargaining agreement.

Q. RETURN TO EMPLOYMENT

Any leaves approved under Parental Leave, Temporary Leave of Absence or Miscellaneous Leave shall contain a specific date when the leave shall end. During the time of the leave the employee shall have the duty to notify the Board's treasurer in writing concerning his/her current residence and mailing addresses and telephone number. At least twenty-eight (28) calendar days prior to the expiration of the leave,

the administration shall contact the employee in writing by certified mail to determine whether the employee intends to return to work. The employee shall notify the administration in writing by certified mail within fourteen (14) calendar days of the date of receipt of the letter, advising whether the employee will return to work. If the employee fails to so notify the administration, then the employee's employment shall be considered terminated, and the Board shall be entitled to fill the position.

ARTICLE 11
SENIORITY

A. SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (i.e., unpaid leave, R.I.F., Military Leave, etc.) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.
6. No employee shall accrue more than one (1) year of seniority in any work year.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior employee:
   a. The employee with the first day worked; then
   b. The employee with the earliest date of employment (date of hire); then
   c. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

C. SUPERSENIORITY

For R.I.F. purposes only, bargaining unit members employed under continuing contract shall have greater seniority than bargaining unit members employed under limited contract.

D. LOSS OF SENIORITY

1. Seniority shall be lost when an employee retires or resigns; is employed in a full- time non-bargaining unit position; is non-renewed or terminated.

2. Bargaining unit members under continuing contract who leave the bargaining unit and take a full or part time non-bargaining unit position shall lose all bargaining unit seniority subject to item 3. below.

3. Teachers who have taught a minimum of three (3) years in the Rolling Hills School District shall be granted a leave of absence from the bargaining unit for no longer than the first four (4) years that the ex-bargaining unit member is employed in an administrative position. Said employee shall have the right to return to a bargaining

unit position with the number of years the employee had as a bargaining unit member and, if necessary, may replace the least senior bargaining unit member in an area for which the employee is certificated. After the above leave of absence, the ex-bargaining unit member shall have no right to displace a bargaining unit member if he/she loses the administrative position as indicated in D.2., above.

4. Administrative employees who have not taught at least three (3) years in the Rolling Hills School District, whether holding a continuing contract or not, shall not be entitled to bump any bargaining unit member from his/her teaching position if said administrative employee loses an administrative position.

E. POSTING OF SENIORITY LIST

The seniority list shall be posted annually, January 30th of each work year. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

2. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

3. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

F. CORRECTION IN INACCURACIES

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/ her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 12
VACANCIES & TRANSFERS

A. The Association president shall be notified and consulted prior to the creation and posting of new positions.

B. POSTING OF VACANCIES

1. A position shall be considered vacant when the Superintendent receives a letter of resignation or a request for leave of absence from a member of the current faculty, or when it is known that an additional teacher will be needed in a department/grade level the following year.

2. The Board hereby provides that while regular school is in session, the Superintendent shall post on all building faculty bulletin boards, monthly, a notice of vacancies in the district that are of concern to members of the Rolling Hills professional staff. A copy of these notices shall also be filed with the president of the Association.

3. This list of vacancies shall be published and posted the first week of each month and shall be current through the last day of the previous month. Additional lists of vacancies will be posted to supplement regular monthly listings as the Superintendent deems necessary. Notification of vacancies during the summer months will be included with the summer pay checks.

4. No vacancies, teaching and/or supplemental, shall be permanently filled by an employee outside the existing professional staff on a full-time basis until such notice of vacancy has been published for 72 hours during the school year. From the last day of school to July 15th, vacancies shall be published for 120 hours, and consideration of transfer has been given to members of the professional staff. Consideration of transfer shall only be granted after filing the request form with the Superintendent.

5. Posting for any opening of which the Superintendent is notified after July 15 shall be as follows:

   a. The One Call and email systems shall be utilized to notify all bargaining unit members of postings.
   b. Members shall have forty-eight (48) hours to contact the Superintendent's office to indicate interest in the position.
   c. Awarding of the position shall adhere to Article 12, C.

6. RHEA bargaining unit members registered with the JVESC, or other online service provider selected by the Board will be requested for district students enrolled in the online programs prior to outside providers.

C. VOLUNTARY TRANSFER

1. No vacancy shall be filled until a notice of vacancy has been posted for seven (7) calendar days. If a teacher wishes to be considered for any posted vacancy, the teacher shall submit in writing to the Superintendent within seven (7) calendar days of the posting day a request indicating the transfer desired. Such requests represent consent to be transferred and may be acted upon without further consultation with the teacher.

2. The principal of the building in which the vacancy exists shall interview those teachers who have filed requests for transfer. If more than one teacher has applied for a position and all applicants are certified for said position, the person with the most seniority in the school district shall receive the position.

3. When vacancies occur at times other than the end of the school year, a replacement teacher may be employed with the understanding that a currently employed teacher who has applied for the posted position and who is qualified will receive the above-mentioned position at the beginning of the following school year. The replacement teacher will be given consideration for the vacancy created by the transfer of the previously employed teacher in accordance with the procedure in 8.2., above.

D. INVOLUNTARY TRANSFER

1. In order to meet the staffing needs of the district, it may be necessary to reassign a teacher involuntarily. Such transfer shall be made after the completion of the following procedures:

   a. Member(s) of the instructional staff involved will be notified pursuant to Article 7, Section G., of expected changes in teaching assignments. When an involuntary transfer is necessary, the Superintendent shall reassign the least senior certificated person in the teaching field affected.
   b. The Superintendent, administrator(s), and teacher(s) will meet to discuss the reasons for the change of teaching assignment. The teachers involved may request an RHEA representative to be present during this or these meetings.
   c. Those teachers who are involuntarily transferred will be permitted to requisition (within the building budget) materials which are necessary to implement the instructional process of the new teaching position.

2. In order to promote continuity in the educational process, the local Superintendent will make every effort to give priority to voluntary transfers at all times.

3. Teacher(s) who have been involuntarily transferred shall have the opportunity to return to their former teaching assignment.

4. No bargaining unit member shall be involuntarily transferred or reassigned if there is an applicant from the staff for that position who has the necessary certification.

E. RELOCATION
In the event the district needs to relocate a particular class or classes to a different location or work site, the teacher currently employed will relocate with the current class of students.

F. The Association shall be invited in the interview process for new hires at all levels. The Superintendent or Building Principal will notify the Association President of the date, time, and location of any interview. The Association President shall then notify Association representation for the interview. Final hiring decisions shall remain the responsibility of the Superintendent.

G. Once interviews are scheduled, the Association shall receive a list of all interviewees.

ARTICLE 13
COMPENSATION

A. SALARY SCHEDULES
1. The salary schedule shall contain the following divisions: Bachelor's, 150 Semester Hours, Master's, and Master's +15. Three (3) quarter hours shall equal two (2) semester hours for the purpose of salary schedule placement. To be placed on the 150 semester hours column, a teacher only needs to complete that number of hours regardless of the number of hours earned prior to the granting of a bachelor's degree.

2. Salary Index

Step	BA	150Sem.	MA	MA+15
0	1.00000	1.05000	1.12500	1.15000
1	1.04750	1.10250	1.18250	1.21250
2	1.09500	1.15500	1.24000	1.27500
3	1.14250	1.20750	1.29750	1.33750
4	1.19000	1.26000	1.35500	1.40000
5	1.23750	1.31250	1.41250	1.46250
6	1.28500	1.36500	1.47000	1.52500
7	1.33250	1.41750	1.52750	1.58750
8	1.38000	1.47000	1.58500	1.65000
9	1.42750	1.52250	1.64250	1.71250
10	1.47500	1.57500	1.70000	1.77500
11	1.52250	1.62750	1.75750	1.83750
12	1.57000	1.68000	1.81500	1.90000
15	1.61750	1.73250	1.87250	1.96250
18	1.66500	1.78500	1.93000	2.02500
20	1.71250	1.83750	1.98750	2.08750

3. The base salary (B.A.-0) using the current index shall be $36,700 $38,747 effective July 1, 2024, $39,909 effective July 1, 2025, and $41,106 effective July 1, 2026.

   For the 2024-2025 school years there shall be an additional seven hundred and fifty dollars ($750) stipend paid to each bargaining unit member in a separate check by second pay in September.

RHEA			3.0%		**2024-2025**
Salary Schedule	Base	$38,747			
0	$ 38,747	$ 40,684	$ 43,590	$ 44,559	$ 46,059
1	$ 40,587	$ 42,718	$ 45,818	$ 46,980	$ 48,480
2	$ 42,427	$ 44,752	$ 48,046	$ 49,402	$ 50,902
3	$ 44,268	$ 46,786	$ 50,274	$ 51,823	$ 53,323
4	$ 46,108	$ 48,821	$ 52,502	$ 54,245	$ 55,745
5	$ 47,949	$ 50,855	$ 54,729	$ 56,667	$ 58,167
6	$ 49,789	$ 52,889	$ 56,957	$ 59,088	$ 60,588
7	$ 51,630	$ 54,923	$ 59,185	$ 61,510	$ 63,010
8	$ 53,470	$ 56,957	$ 61,413	$ 63,932	$ 65,432
9	$ 55,311	$ 58,992	$ 63,641	$ 66,353	$ 67,853
10	$ 57,151	$ 61,026	$ 65,869	$ 68,775	$ 70,275
11	$ 58,992	$ 63,060	$ 68,097	$ 71,197	$ 72,697
12	$ 60,832	$ 65,094	$ 70,325	$ 73,618	$ 75,118
15	$ 62,673	$ 67,128	$ 72,553	$ 76,040	$ 77,540
18	$ 64,513	$ 69,163	$ 74,781	$ 78,462	$ 79,962
20	$ 66,353	$ 71,197	$ 77,009	$ 80,883	$ 82,383
25	$ 67,353	$ 72,197	$ 78,009	$ 81,883	$ 83,383
29	$ 68,353	$ 73,197	$ 79,009	$ 82,883	$ 84,383

RHEA			3.0%		**2025-2026**
Salary Schedule	Base	$39,909			
0	$ 39,909	$ 41,904	$ 44,898	$ 45,895	$ 47,395
1	$ 41,805	$ 44,000	$ 47,192	$ 48,390	$ 49,890
2	$ 43,700	$ 46,095	$ 49,487	$ 50,884	$ 52,384
3	$ 45,596	$ 48,190	$ 51,782	$ 53,378	$ 54,878
4	$ 47,492	$ 50,285	$ 54,077	$ 55,873	$ 57,373
5	$ 49,387	$ 52,380	$ 56,371	$ 58,367	$ 59,867
6	$ 51,283	$ 54,476	$ 58,666	$ 60,861	$ 62,361
7	$ 53,179	$ 56,571	$ 60,961	$ 63,355	$ 64,855
8	$ 55,074	$ 58,666	$ 63,256	$ 65,850	$ 67,350
9	$ 56,970	$ 60,761	$ 65,550	$ 68,344	$ 69,844
10	$ 58,866	$ 62,857	$ 67,845	$ 70,838	$ 72,338
11	$ 60,761	$ 64,952	$ 70,140	$ 73,333	$ 74,833
12	$ 62,657	$ 67,047	$ 72,435	$ 75,827	$ 77,327
15	$ 64,553	$ 69,142	$ 74,729	$ 78,321	$ 79,821
18	$ 66,448	$ 71,237	$ 77,024	$ 80,816	$ 82,316
20	$ 68,344	$ 73,333	$ 79,319	$ 83,310	$ 84,810
25	$ 69,344	$ 74,333	$ 80,319	$ 84,310	$ 85,810
29	$ 70,344	$ 75,333	$ 81,319	$ 85,310	$ 86,810

RHEA			3.0%		2026-2027
Salary Schedule	Base	$41,106			
0	$ 41,106	$ 43,162	$ 46,244	$ 47,272	$ 48,772
1	$ 43,059	$ 45,320	$ 48,608	$ 49,841	$ 51,341
2	$ 45,011	$ 47,478	$ 50,972	$ 52,410	$ 53,910
3	$ 46,964	$ 49,636	$ 53,335	$ 54,980	$ 56,480
4	$ 48,916	$ 51,794	$ 55,699	$ 57,549	$ 59,049
5	$ 50,869	$ 53,952	$ 58,063	$ 60,118	$ 61,618
6	$ 52,821	$ 56,110	$ 60,426	$ 62,687	$ 64,187
7	$ 54,774	$ 58,268	$ 62,790	$ 65,256	$ 66,756
8	$ 56,727	$ 60,426	$ 65,153	$ 67,825	$ 69,325
9	$ 58,679	$ 62,584	$ 67,517	$ 70,394	$ 71,894
10	$ 60,632	$ 64,742	$ 69,881	$ 72,964	$ 74,464
11	$ 62,584	$ 66,900	$ 72,244	$ 75,533	$ 77,033
12	$ 64,537	$ 69,058	$ 74,608	$ 78,102	$ 79,602
15	$ 66,489	$ 71,216	$ 76,971	$ 80,671	$ 82,171
18	$ 68,442	$ 73,375	$ 79,335	$ 83,240	$ 84,740
20	$ 70,394	$ 75,533	$ 81,699	$ 85,809	$ 87,309
25	$ 71,394	$ 76,533	$ 82,699	$ 86,809	$ 88,309
29	$ 72,394	$ 77,533	$ 83,699	$ 87,809	$ 89,309

4. At no time during the life of this Master Agreement shall the base salary (B.A.-0) be less than the base salary (B.A.-0) of the state minimum salary schedule.

5. Any teacher who voluntarily works beyond the regular school day in activities not covered by a supplemental contract and approved by the administration shall be paid at the rate of $20.00 per hour. Such activities shall include, but not be limited to, Curriculum Studies, After School Program, Saturday School, etc. In the event the activity is a result of a grant to the district with a higher compensation amount, the higher amount shall be paid but shall not be less than $20.00 per hour.

   Extra Pay
   $20/hour for all paid meetings outside of school day.

6. Any bargaining unit member who feels that part of his/her regular or supplemental job responsibilities include transporting students either in a personal vehicle or using the school van may request van certification training through his/her immediate supervisor. Training will be provided by and/or through the school district if the need is mutually agreed by the Superintendent and the Association President. Further, the cost of the training shall be at the Board's expense. The related cost of the physical exam shall be at the Board's expense either through the district's insurance program or as a direct reimbursement to the individual.

7. Any/all cost of acquiring "van certification", beyond what is fully covered by the district's health insurance, shall be paid by the Board. Such costs shall include but not be limited to physicals, T.B. tests, pre-service and inservice training, abstracts,

driver's license checks, B.C.I. checks, annual inservices, any health care insurance deductibles or co-pays and other requirements for van certification as defined by the Ohio Administrative Code.

8. It shall be the sole discretion of the Board as to which Association members may transport students and be eligible for "van certification" cost reimbursement.

9. Any Association member who is "van certified" and is approved to transport students via a Board owned van or their personal vehicle on a specific Board approved trip or activity shall be covered by the Board's liability insurance.

10. The following positions shall include extended days to be paid at the staff member's current per diem rate per day.

    Band: 40 days
    FFA (FT): 35 days
    FFA (PT): 20 days
    Home: EC: 1 day
    Guidance: 15 days

B. PAY DATES

It is agreed that two-week pay periods will be continued throughout the duration of this contract. The Board will issue a notice indicating the pay dates with the initial paycheck each year. All paychecks shall be paid through direct deposit to the employee's choice of account.

C. SUPPLEMENTAL SALARIES

1. Service by members of the bargaining unit extending before or after such member's regular duty day and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such supplemental contract shall expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer said member of the bargaining unit, a renewal of such supplemental contract.

2. Supplemental pay will be paid on the next regularly scheduled pay date after completion of the supplemental activity period.

3. Payment of Supplemental Contract stipends shall be at the employee(s)' regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.

4. The Board of Education shall have the authority to create, alter, and/or eliminate supplemental positions under this subsection. If a new position is created and/or a position is altered, the Board shall negotiate with the RHEA covering the rate of compensation.

5. The Board has the right to determine which supplemental positions need to be filled.

6. All supplemental positions not directly attached to a teaching position for an academic grade will be automatically non-renewed annually and posted and filled by qualified bargaining unit members prior to any non-bargaining unit member.

7. The base salary for the purpose of calculating supplemental contracts shall be

$30,000. For the 7th and above column, the base salary shall be $37,000.

8. EXTRA DUTY PAY SCHEDULE-SUPPLEMENTAL CONTRACTS
At the Superintendent's discretion, previous experience in the same or nearly the same supplemental position may be applied for placement on the supplemental salary schedule. Proof of previous experience may be required.

Non bargaining unit members will not be paid more than the negotiated amount.

As per Board policy and state law, supplement pay shall be pro-rated in the case that all required paperwork is not properly filed with the central office at the beginning of contact with students. This includes, but is not limited to, FBI/BCI background checks, Pupil Activity Permit, all OHSAA classes in extenuating circumstances, the member may request exception by contacting the Superintendent.

DUTIES	1st & 2nd year	3rd & 4th year	5th & 6th year	7th & beyond	RESPONSIBILITIES
Head Football Coach	15.0% $4,500	17.0% $5,100	20.0% $6,000	23.0% $8,510	
Assistant Head Football Coach	12.0% $3,600	13.0% $3,900	15.0% $4,500	18.0% $6,660	
Football Coordinator	10.0% $3,000	11.0% $3,300	13.0% $3,900	16.0% $5,920	
Asst. Football Coach (5)	9.0% $2,550	10.0% $2,850	12.0% $3,450	15.0% $5,365	
MS Football (2)	6.0% $1,800	6.0% $1,800	6.0% $1,800	6.0% $2,220	
Head Boys Basketball Coach	15.0% $4,500	17.0% $5,100	20.0% $6,000	23.0% $8,510	
Asst. Head Boys Basketball Coach	9.0% $2,700	10.0% $3,000	12.0% $3,600	15.0% $5,550	
Asst. Boys Basketball Coach	9.0% $2,550	10.0% $2,850	12.0% $3,450	15.0% $5,365	
Freshman Boys Basketball Coach	8.0% $2,400	9.0% $2,700	11.0% $3,300	14.0% $5,180	
MS Boys Basketball Coach	6.0% $1,800	6.0% $1,800	6.0% $1,800	6.0% $2,220	
Head Girls Basketball Coach	15.0% $4,500	17.0% $5,100	20.0% $6,000	23.0% $8,510	
Asst. Head Girls Basketball Coach	9.0%	10.0%	12.0%	15.0%	

	$2,700	$3,000	$3,600	$5,550
Asst. Girls Basketball Coach	9.0%	10.0%	12.0%	15.0%
	$2,550	$2,850	$3,450	$5,365
Freshman Girls Basketball Coach	8.0%	9.0%	11.0%	14.0%
	$2,400	$2,700	$3,300	$5,180
MS Girls Basketball Coach	6.0%	6.0%	6.0%	6.0%
	$1,800	$1,800	$1,800	$2,220
Head Wrestling Coach	13.0%	15.0%	18.0%	21.0%
	$3,900	$4,500	$5,400	$7,770
Asst. Wrestling Coach (3)	9.0%	10.0%	12.0%	15.0%
	$2,550	$2,850	$3,450	$5,365
Head Track Coach	10.0%	11.0%	13.0%	16.0%
	$3,000	$3,300	$3,900	$5,920
Assistant Track Coach (5)	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440
MS Boys Track Coach	6.0%	6.0%	6.0%	6.0%
	$1,800	$1,800	$1,800	$2,220
MS Girls Track Coach	6.0%	6.0%	6.0%	6.0%
	$1,800	$1,800	$1,800	$2,220
Cross Country Coach (1)	10.0%	11.0%	13.0%	16.0%
	$2,850	$3,150	$3,750	$5,735
Asst. Cross Country Coach (1)	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440
Head Volleyball Coach	10.0%	11.0%	13.0%	16.0%
	$3,000	$3,300	$3,900	$5,920
Asst. Volleyball Coach (3)	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440
J.V. Volleyball Coach (1)	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440
Freshman Volley Coach	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440
Head Baseball Coach	10.0%	11.0%	13.0%	16.0%
	$3,000	$3,300	$3,900	$5,920
Asst. Baseball Coach (2)	6.0%	7.0%	9.0%	12.0%
	$1,800	$2,100	$2,700	$4,440

Head Softball Coach	10.0% $3,000	11.0% $3,300	13.0% $3,900	16.0% $5,920	
Asst. Softball Coach	6.0% $1,800	7.0% $2,100	9.0% $2,700	12.0% $4,440	
Golf Coach (1)	10.0% $2,850	11.0% $3,150	13.0% $3,750	16.0% $5,735	
Asst. Golf Coach (1)	6.0% $1,800	7.0% $2,100	9.0% $2,700	12.0% $4,440	
Jump Rope Coach (1)	5.0% $1,500	6.0% $1,800	8.0% $2,400	11.0% $4,070	
Asst. Jump Rope Coach (2)	3.0% $900	4.0% $1,200	5.0% $1,500	8.0% $2,960	
Head Cheer Coach - full year basketball & football	7.0% $2,100	8.0% $2,400	9.0% $2,700	12.0% $4,440	Select, train, and supervise 2 or 3 squads of cheerleaders, plan and conduct pep rallies, practice 2 times per week, attend all games that cheerleaders perform (40), raise money for uniforms and supplies, attend summer camp.
Asst. Cheer Coach - full year basketball & football	5.0% $1,500	6.0% $1,800	7.0% $2,100	10.0% $3,700	
MS Cheer Advisor - full year basketball & football	5.0% $1,500	6.0% $1,800	7.0% $2,100	10.0% $3,700	Same as high school, less summer camp, 1/2 as many practice sessions, and fewer contests (30) grades 7-8.
Strength Coach/Weight Rm. Monitor (GP 1)	4.0% $1,200	4.0% $1,200	4.0% $1,200	4.0% $1,480	
Strength Coach/Weight Rm. Monitor (GP 2)	4.0% $1,200	4.0% $1,200	4.0% $1,200	4.0% $1,480	
Strength Coach/Weight Rm. Monitor (GP 3)	4.0% $1,200	4.0% $1,200	4.0% $1,200	4.0% $1,480	
Strength Coach/Weight Rm. Monitor (GP 4)	4.0% $1,200	4.0% $1,200	4.0% $1,200	4.0% $1,480	
LPDC Committee Members	6.0%	7.0%	8.0%	11.0%	Committee members shall be placed at their current level of experience.

	$1,800	$2,100	$2,400	$4,070	
Yearbook Advisor	9%	10%	12%	15%	Assemble and have published school yearbook in conjunction with company representative, supervise students in photos, writing copy, lay-out, sales, distribution and financing.
	$2,550	$2,850	$3,450	$5,365	
Flag Corps Director	7.0%	8.0%	10.0%	13.0%	Train, select, and supervise flag corps for band performances (16), attend summer band camp (1 week), conduct one-week summer training session and practice 15 weeks.
	$2,100	$2,400	$3,000	$4,810	
Brook singers	4.0%	5.0%	7.0%	10.0%	In addition to class time, perform at community events as requested. Produce spring Cabaret production. Involves personal travel to community functions.
	$1,200	$1,500	$2,100	$3,700	
Senior Class Advisor	2.0%	3.0%	5.0%	8.0%	Graduation, organizing and conducting class meetings, fundraising ($2000).
	$600	$900	$1,500	$2,960	
Junior Class Advisor	4.0%	5.0%	7.0%	10.0%	Prom, fundraising ($4000), organization, decorating.
	$1,200	$1,500	$2,100	$3,700	
Sophomore Class Advisor	2.0%	2.0%	4.0%	7.0%	Fundraising ($1000), organizing and conducting class meetings.
	$450	$600	$1,050	$2,405	
Freshman Class Advisor	2.0%	2.0%	4.0%	7.0%	Fundraising ($1000), organizing and conducting class meetings.
	$450	$600	$1,050	$2,405	
High School Newspaper	4.0%	5.0%	7.0%	10.0%	Publish 8 issues of school news, finance ($1500), edit, and supervision of staff.
	$1,200	$1,500	$2,100	$3,700	
National Honor Society	3.0%	3.5%	5.0%	8.0%	Monthly meetings, selection procedures, induction, organizing honors banquet.
	$900	$1,050	$1,500	$2,960	
Student Council Advisor	3.0%	3.5%	5.0%	8.0%	Monthly meetings, football homecoming, sweetheart dance, various school and community projects as selected by members.
	$900	$1,050	$1,500	$2,960	

Science Fair Advisor (MS)	1.5%	2.0%	3.5%	6.5%	Coordinate students' projects at local, district, and state science fairs. Set up displays, get judges and order awards at local level.
Student Council Advisor (MS)	1.5%	2.0%	3.5%	6.5%	Bi-weekly meetings, sponsor school dances, various school and community projects as selected by members.
District Newspaper	5.0%	6.0%	9.0%	12.0%	
Academic Quiz Team (MHS)	3.0%	3.5%	5.0%	8.0%	
Olympics of the Mind	3.0%	3.5%	5.0%	8.0%	
Department Heads & Grade Level Coordinators	5.0%	6.0%	8.0%	11.0%	
Interact Advisor	3.0%	3.5%	5.0%	8.0%	
Art Club	1.5%	2.0%	3.5%	6.5%	
Elementary Student Council/Elementary Yearbook	1.5%	2.0%	3.5%	6.5%	
Middle School Yearbook	1.5%	2.0%	3.5%	6.5%	
Middle School Audio Visual Coordinator	1.5%	2.0%	3.5%	6.5%	
Mentor Program					
Mentor 1	3.0%	4.0%	6.0%	9.0%	
Mentor 2	2.0%	3.0%	5.0%	8.0%	

1. The Mentoring Coach position shall be paid at a rate of $20.00 per hour, not to exceed a total of 20 hours for the assigned school year. Timesheets shall be submitted by the Coach to the Lead Mentor bi-weekly during the assigned school year.

2. Special education teachers shall receive released time of one (1) day to facilitate the preparation of I.E.P.'s. The Board shall provide substitutes.

D. COLLEGE TRAINING

1. Teachers will be reimbursed for attaining additional college credit, providing that the following provisions are met:

   a. In a calendar year, the teacher has successfully completed any or all hours, up to nine (9) semester hours or twelve (12) quarter hours.

   b. An official notification issued by the college and submitted by the employee has been received by the district treasurer.

2. Such an award does not accumulate on the salary schedule and will be processed within thirty (30) calendar days of the treasurer receiving a copy of the official transcript and receipt or other proof of payment for said coursework.

3. One hundred dollars ($100.00) per semester hour and seventy-five ($75.00) per quarter-hour will be awarded. The employee shall only be entitled to this award if he/she submits a copy of the transcript to the treasurer within six (6) months following receipt of grades.

4. Those courses eligible under this policy shall be only those taken at an accredited university in one or more of the following areas:
   a. Courses in the field of education;
   b. Courses in the teacher's subject area;
   c. Courses for upgrading or adding a certificate/license; and
   d. Other courses as approved by the Superintendent.

5. If an employee leaves the district to be employed elsewhere, is non-renewed, or is terminated within one calendar year of receiving tuition reimbursement, the total amount of the reimbursement for the previous year will be reclaimed in the employee's final pay from the District.

6. Official transcripts are only required when moving on the pay index and initial hiring for placement purposes.

E. RESEARCH GRANT

1. Any teacher, during the course of a contractual year (September 1 through August 31), may be eligible for a three hundred dollars $300.00 honorarium within the provisions of the following:
   a. A brief outline must be submitted in writing to the local Superintendent for authorization to begin a project.

   b. The teacher will organize a project review committee which includes one (1) district teacher, a full-time administrator, and a Board of Education member. The specifications of this project must meet the written approval of the committee.

   c. The teacher will identify a school district-related project to be researched during the course of the school year. Upon completion of this approved project, the teacher will receive the honorarium.

   d. The teacher shall, in the most meaningful way, make available the research findings to the staff of the district.

   e. Anyone completing a research project may present to the administrative office a legible handwritten account of the project and its results. It will be typed and copies made for distribution.

F. COMPLETED TRAINING

1. Each teacher who has completed training which would qualify him/her for a next higher salary bracket shall file with the treasurer satisfactory evidence (official transcript) of the completion of such additional training. Upon receipt of the certification, the treasurer shall then place the teacher in the proper salary bracket, in accordance with training and years of experience.

2. Any credit earned by a teacher during summer months shall be certified to the treasurer by September 15 to qualify for placement on the next higher salary bracket for the entire school year. Credit earned after September 1 and certified to the treasurer by February1 shall be pro-rated for second half of the school year.

3. Hours competed for movement to the Masters +15 and masters +30 columns must be earned after the Masters degree has been awarded.

G. SEVERANCE PAY

1. Severance pay, upon retirement from the Rolling Hills Local School District, shall be in the amount of twenty-five percent (25%) of accumulated sick leave days.

2. Severance pay shall be released to the employee upon certification of receipt by the employer of his/her first retirement check.

3. In the event of having no accumulated sick leave days, one (1) day will be given at current salary. (Official application for retirement must be furnished prior to this payment).

4. The above-referenced severance pay shall be payable to the family or estate of any teacher who has ten (10) years' experience in the Rolling Hills Local School District, who dies while said teacher was still in the employ of Rolling Hills Local Schools.

H. PERSONAL LEAVE SEVERANCE

Once an employee reaches the twelve (12) day personal leave maximum accumulation as in Article 10, Section A.1., each day earned and unused over twelve (12) will be placed in a severance package, in addition to that provided in Section G. above. These accumulated days over twelve (12) shall be paid at twenty-five percent (25%) upon retirement as provided in G.1. All other requirements of Section G. shall apply. This personal leave accumulation is not transferable to another public entity, as is sick leave. The Board shall provide a written record of the amount of personal leave days earned towards severance pay to each employee on the August Salary Notification document. The Board shall provide a written record of the amount of personal leave days earned towards severance pay for all bargaining unit members to the current RHEA president at the same time.

I. VEHICLE ALLOWANCE

Any teacher who is not furnished a Rolling Hills Local School District vehicle or a regular vehicle allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties, shall be reimbursed at the I.R.S. rate. All claims for reimbursement shall be made upon forms provided by the Board and approved by the Superintendent or his/her designee.

J. STRS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Rolling Hills Local District herewith agrees with the Rolling Hills Education Association to pick up utilizing the salary reduction method contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percent so indicated by STRS regulations of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The "pick-up" shall be uniformly applied to all members of the bargaining unit.

3. The "pick-up" shall become effective January 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions or other governing regulations, the Board will be held harmless, and this article of the Agreement shall be declared null and void.

K. Teachers will be permitted to contribute to expanded 125K accounts for issues beyond health insurance premiums, as well as Tuition-Ohio accounts.

L. RETIREMENT INCENTIVE

A retirement incentive program shall be established.

The Rolling Hills Local Board of Education will offer to each certified staff member who is eligible (as defined below) for retirement under the State Teachers Retirement System, who elects to retire, and who does retire in accordance with the provisions below, an incentive payment. The incentive payment shall be $10,000.00 if an employee retires during or at the conclusion of the school year in which they are credited with 30 years of service. The incentive shall be $7,500.00 if an employee retires during or at the conclusion of the school year in which they are credited with 25 years of service. Any additional severance due upon retiring shall also be paid. The payment is subject to the following:

1. The bargaining unit member must have at least five years consecutive service in the Rolling Hills Local School District.

2. A bargaining unit member who is eligible for "full retirement" and elects to receive the incentive must give a written letter of resignation to the Superintendent by March 15 and retire by June 30. Those teachers who were eligible for the retirement incentive payment and did not resign by March 15, waive any rights or claims to receive such incentive payment.

3. "Full retirement" for the purpose of this provision means having at least 30 years' service credit to apply toward pension calculation; or having twenty-five (25) years of service and being 55 years old or older.

4. The bargaining unit member shall receive a lump sum payment after January 1, but before January 30 of the year after they retire.

5. Each bargaining unit member in the year of retirement shall be responsible for providing documentary evidence from the appropriate retirement system from which he/she is eligible to retire.

6. Failure to apply as set forth herein shall forfeit any right to participate in the incentive. It shall be the responsibility of the bargaining unit member to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or "innocent" errors shall not extend a bargaining unit member's deadline for written notice. The deadline is absolute.

7. Any bargaining unit member who may have been eligible for retirement prior to the effective date of this memorandum shall be deemed eligible to receive a retirement incentive payment as long as they comply with all provisions and requirements of this memorandum.

8. Service credit shall be defined as the number of years of service acknowledged by the State Teacher Retirement System.

9. Any bargaining unit member who is eligible and who opts to purchase service credit with the STRS must do so prior to notifying the Board of their desire to participate in the Retirement Incentive Program.

10. Any bargaining unit member who is employed by the district and is receiving STRS benefits is not eligible for this Retirement Incentive Program.

M. RE-EMPLOYMENT OF RETIREE

1. As used in this section, a "retiree" is an individual who:

a. Is eligible for service retirement status with the State Teachers Retirement System and has submitted a Notice of Retirement to the Board of Education; or
b. Has attained service requirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

2. The Board of Education may offer a one (1) year contract to a Retiree, at the zero step salary level at the degree level of the teacher at the time of retirement or upon re-employment of following retirement, whichever is higher. At the Superintendent's discretion, up to five (5) years credit may be applied. Retiree shall be granted experience credit for each renewal of the one (1) year contract while employed in Rolling Hills School District.

3. Said contract shall expire automatically at the end of its stated term. Continuation of the employment of a retiree through offering a new one (1) year limited contract, which shall automatically expire at the end of its term, shall be at the election of the Board and upon recommendation of the Superintendent.

4. While employed by the Board, a Retiree:
   a. Shall not retain or accumulate seniority;
   b. Shall accumulate and may use sick leave and personal leave in accordance with the Negotiated Agreement;
   c. Shall not be entitled to severance pay under the Negotiated Agreement upon conclusion of employment as a Retiree;
   d. A Retiree is not eligible for continuing contract status;
   e. The limited contract of Retirees shall be the first suspended in the event of a Reduction In Force.

5. The Board and the Association expressly intend this article to supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which would otherwise be applicable to these provisions.

ARTICLE 14
FRINGE BENEFITS

A. INSURANCE
   1. Health Insurance
      a. Paid by the Board of Education, 85-90% of the single premium and 85-90% of the family premium (Self-Funded) or equivalent major National Carrier. Usual, customary, and reasonable for those requesting this coverage (substitute teacher excluded). The coverage shall be that in effect as of January 1, 1986.

      b. Further, the Board of Education agrees not to reopen negotiations on Health Insurance in the future unless mutually agreed by the parties. The Board shall have the authority to change insurance carriers during the term of this agreement as long as coverages are not changed.

      c. The schedule of benefits shall be contained in the Employee Health Insurance Benefits Handbook and the health insurance policy between the Board and the insurance company on file in the Treasurer's office effective July 1, 2002. Benefits shall be defined as those that are contained in the Handbook and in

the policy in effect as of July 1, 2002. A copy of the Health Insurance Benefits Handbook shall be distributed to all members of the bargaining unit within 30 days of the signing of the contract. A copy of the complete health insurance policy shall be furnished to the Association President at his/her request. The Insurance Committee shall review the health insurance policy at least annually or as needed and make recommendations for changes. All changes shall be made by mutual agreement of the Board and the Association.

d. As of September 1, 2012, prescription copays shall be $5.00 for generic drugs, 10% for brand name drugs up to a maximum of $30 per prescription. As of January 1, 2013, for in network providers, there shall be no deductible. A 10% coinsurance shall be implemented with maximum out of pocket expenses of $500.00/single and $1,000.00/family.

e. Any employee that enrolled/re-enrolled in the plan before July 1, 2014, will have a $1,500/$3,000 deductible and will pay 10% of the premium.

f. Any employee that enrolls/re-enrolls in the plan July 1, 2014, and after, will have a $2,000/$4,000 deductible and will pay 15% of the premium.

Compensation for dropping our insurance plan:
Full-time employees who choose not to enroll in the district's insurance plans shall be paid Five Thousand Dollars ($5,000) annually for the family plan and those on the single plan that elect no coverage shall be paid Two Thousand Dollars ($2,000) annually. This opt out coverage shall be for one year, unless an employee and/or his eligible Dependent(s) are covered under another plan and subsequently involuntarily lose such coverage; such individuals will not be considered Late Enrollees should they wish to re-enroll in this Plan. Such individuals will be eligible to enroll immediately in the Plan as of the date of loss of other coverage. Employees who enroll in the plan during the plan year after opting out shall reimburse a pro-rated portion of the previous payment. Applications must be made by August 1 to the Board Treasurer. If an employee chooses this opt out they must make an application, with proof of insurance or sign a waiver, by August 1.

This does NOT apply to employees that are married whereby one could drop the insurance and the spouse would then take the insurance.

2. Life Insurance
Paid by the Board of Education 100% of the premium of Life, Accidental Death and Dismemberment Insurance in the amount of $50,000 for the life of the contract. The employee may elect to purchase an additional $20,000 of insurance at Board cost, if the carrier allows said purchase.

3. Dental Insurance
Premium paid 90% by the Board of Education and 10% by the employee for the Dental Insurance Plan in effect July 1, 2002.

4. Prescription Drugs
The Board of Education shall furnish $5.00 (generic) and $10.00 deductible for brand name prescription drugs, for those who request them, beginning July 1, 2002. The Board will pay 90% of the premium.

5. Vision Insurance
Premium paid 90% by the Board of Education and 10% by the employee for the Vision Insurance Plan in effect July 1, 2016.

6. A Drug Testing Policy for all employees will be implemented.

B. TAX SHELTERED ANNUITIES
The Board of Education shall, at no (other than clerical) Board of Education expense, make provisions for deductions necessary to certificated staff involvements in tax sheltered annuities.

C. INSURANCE COMMITTEE
1. The Board and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, and the treasurer of the Board; one (1) elementary teacher from each building, one (1) middle school teacher, and one (1) high school teacher (all selected by the Association president), and the Association president.

2. The committee members shall be named no later than September 30 of each school year. The committee shall meet a minimum of four (4) times between September and May 1 of each year of the master agreement. The committee members shall select a chairperson from the membership of the committee at the first meeting.

3. Any report from the committee shall be released to all members of the Board and the Association.

ARTICLE 15
REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, the following procedures shall apply:

A. At least sixty (60) calendar days prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees.

B. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

Reductions beyond those covered by attrition shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Then those serving under limited contracts will be listed in descending order of seniority.

2. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district as a bargaining unit member.
a. Board-approved leaves of absence will not interrupt seniority, but time spent on such

a leave shall not count toward seniority.

b. Part-time employees shall accrue prorated seniority based upon the percentage of time worked during a school year.

c. If two or more teachers have the same length of continuous service, seniority will be determined by:
The date of the Board meeting at which the teacher was hired, and then by; the date the teacher signed his/her initial employment contract in the district, and then by; any remaining ties will be broken by lot at the time such employees are affected by a staff reduction. All affected employees and the Association president, or designee, shall have the right to be present at the time such ties are to be broken.

3. The seniority list shall be posted by January 30 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, the first day worked, the date of each hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting. The name of employees on the seniority list shall appear in seniority rank order within areas of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The names of employees who are certificated in more than one (1) area shall be included on the listing for all areas of certification.

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until posting during the succeeding school year.

4. In making recommended reductions, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. When two teachers have comparable evaluations, recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher with a comparable evaluation who holds a lower position on a seniority list for another area of certification for which the involved employee is properly certificated.

5. An employee whose contract is suspended as a result of a staff reduction shall be given written notification no later than June 30 prior to the school year in which such reduction is to be implemented. Reductions shall not occur more often than once a year (effective at the start of the school year).

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and

when positions become vacant and are created for which any of such employees are or become qualified. After restoration of employees with continuing contracts, those on limited contracts shall also be recalled.

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years from the date of contract suspension.

4. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified, according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights and sever the employment relationship with the school district.

5. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

6. Every possible effort will be made to recall all properly certificated employees as positions become available within the four (4) year restoration period.

7. During the restoration period, a teacher shall be eligible to have his/her insurance coverage(s) continued according to the C.O.B.R.A. law.

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

D. The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.

E. The parties agree that these procedures apply only to the suspension of contracts under 3319.17. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE 16
ACADEMIC DISTRESS

A. The provisions of Ohio Revised Code section 3302.10 are incorporated by reference as part of this Agreement.

ARTICLE 17
MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be reproduced and distributed by the Board to all teachers now and subsequently employed during the term of this contract. This Agreement shall be added to the packet given to all new teachers. Cost is to be borne equally by the Board and the Association. Printing arrangements will be agreed upon and made by the Association president and Superintendent, within sixty (60) calendar days of the signing of this Agreement.

B. These policies will not be modified in whole or in part by the parties except by an instrument, in writing, duly acceptable by both parties and no departure from any provision of this statement of policies by either party or by their officers, agents, or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

C. This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the agreement shall remain in full force and effect.

The parties shall meet within ten (10) calendar days after the final determination to bargain over its impact and to bring the agreement into compliance. If the parties fail to reach agreement over the affected provision, the negotiated dispute settlement procedure shall be utilized to resolve the dispute.

D. If during the life of the Master Agreement bargaining is necessary due to impact, the parties shall meet and bargain. If in-term bargaining does not result in agreement between the parties within thirty (30) calendar days of the first bargaining session, the dispute resolution procedure of the Master Agreement shall be followed.

E. REOPENER

The Association may also demand bargaining over any other changes which develop in the legislature as a result of the restructuring of school funding (the DeRolph case). The Board and the Association shall be required to bargain over any of these changes that could have an effect on the terms and conditions of employment for bargaining unit members. Such bargaining shall be subject to the impact bargaining provision outlined in Article 16 of the master contract.

F. RECONSTRUCTION

Due to a decrease of State funding to public schools, the Rolling Hills School District made reductions in certified staff and academic programs. Once the district has decided that its financial condition is sufficient to begin hiring personnel and restoring programs, it shall meet with the Association to discuss and implement in this order: 1) Recall all eligible certified RIF'd employees; 2) Rehire an EMIS Coordinator and Technology Support Personnel; 3) Reinstate all bargaining unit positions cut for financial reasons; 4) Reinstate all academic programs cut for financial reasons. The restoration of all other personnel or programs cut due to financial reasons may be reinstated after the above process is complete.

G. IMPACT BARGAINING

If, during the life of the Master Agreement, bargaining is necessary due to impact of

new state legislation, the parties shall meet and bargain pursuant to the procedure of O.R.C. §4117.14(C), with the Association having the right to strike pursuant to O.R.C. §4117.14(D)(2).

H. All references to the Ohio Revised Code in this Negotiated Agreement are effective as written on the ratification date of this Agreement.

I. Former RHEA members who return as a day to day substitute and are in good standing as determined by the Superintendent shall be paid an additional 25% over the current Board approved substitute rate.

Brandi L. Hupp
For the Board of Education

05-16-24
Date

Joseph M. Voytko
For the Association

4-30-24
Date

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