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MASTER AGREEMENT
BETWEEN
THE OAKWOOD BOARD OF EDUCATION
AND
THE OAKWOOD TEACHERS' ASSOCIATION/OEA/NEA

JULY 1, 2025 -- JUNE 30, 2027

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Article I - Recognition and Bargaining Process

A. Recognition

The Oakwood Board of Education (Board/BOE) recognizes the Oakwood Teachers' Association (Association/OTA) affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive collective bargaining representative of all certificated and licensed educating personnel employed by the Board, including teachers, counselors, social emotional learning (SEL) facilitators, tutors, speech and hearing specialists, school nurses, and substitutes serving in excess of sixty (60) consecutive work days in the same position in a given school year, hereafter referred to a Unit Members, except as excluded by law.

Excluded from representation are the Superintendent, Assistant Superintendent, Principals, Directors, Assistant Principals, administrative assistants, supervisors, occupational therapists, physical therapists, school psychologists, occasional substitutes, managerial, and confidential employees as defined in ORC 44117, and all other employees.

B. Bargaining Process

1. Negotiations for a successor contract shall begin with a Notice to Negotiate filed with the other party to the Agreement and with the State Employment Relations Board anytime between ninety (90) and sixty (60) days just prior to the expiration date of this Agreement or until agreement is reached, whichever comes sooner.
    a. Meeting dates shall be set by mutual agreement of the parties.
    b. Each party may have a team of up to six (6) persons representing it at the bargaining table.
2. When either party determines that bargaining impasse exists, that party may call upon the mediation services of the Federal Mediation and Conciliatory Service (FMCS) to assist in resolving the impasse.
3. Provided at least ninety (90) days have passed since the Notice to Negotiate was delivered, provided this Agreement has expired, provided no successor Agreement has expired, provided no successor Agreement has been ratified, and provided FMCS mediation has been utilized, the Association may serve notice and carry out a strike in accordance with ORC 4117. The parties agree that this shall serve as their mutually agreed dispute resolution procedure and shall supersede the dispute resolution procedure found in ORC 4117.14.
4. Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated.
5. Offers made and not accepted may be withdrawn at any time without prejudice.

Article II - Association/Management Rights

A. Association Rights

Exclusive recognition shall entitle the Association to the following:

1. Use of designated bulletin boards in educators' workrooms and other bulletin boards designated by the building Principal for Association business.
2. Payroll deduction of membership dues.
    a. The Board shall deduct from the pay of Unit Members who elect to be a member of the Association; the required dues payment during the terms of this Agreement. The Association shall provide to the Treasurer a list of names of those Unit Members requiring membership dues deductions on or before September 30 of each work year.
    b. Notice of the amount of the annual membership dues shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining the amount to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association.
    c. Payroll deductions of annual membership dues shall occur no later than the first payroll period on or after September 15. In case of Unit Members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after the latter of:
        i. sixty (60) days of employment in a bargaining unit position; or
        ii. the first payroll period on or after September 15.
    d. Upon notification from the Association that a member has chosen to terminate their membership during the year, the Treasurer of the Board shall commence the deduction of the fair share fee with respect to the former member; and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
3. Brief announcement at faculty meetings of Association business.
4. Use of public address system at beginning or end of school day regarding Association meeting times, locations, and reminders of Association deadlines.
5. General distribution of printed bulletins via staff mail boxes. Distributions shall be made by the Association representative or designee. Mail boxes shall not be marked or labeled in any fashion. There shall be concurrent distribution of said bulletins to the building Principal and Superintendent.
6. Association spokesperson rights at Board meetings.

7. Use of school buildings without charge at times when a custodian is normally on duty; other times according to regulations promulgated by the Board.
8. Use of Board-owned copying machines, provided such machines shall be operated by Unit Members at times which do not interfere with their normal teaching duties and provided further that all costs of paper and materials used shall be paid by the Association unless waived by the Superintendent.
9. Fair Share Fee: The parties understand that this Section is contrary to law in accordance with the Janus decision. If, in the future, Fair Share becomes legally permissible, this Section will regain full force and effect.
    a. Payroll Deductions: The Board shall deduct from the pay of Unit Members who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the terms of this Agreement. The Association shall provide to the Treasurer a list of names of those Unit Members requiring fair share deductions on or before September 30 of each work year.
    b. Notification: Notice of the amount of the annual fair share fee, not to exceed one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining the amount to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association.
    c. Schedule of Deductions:
        i. All Fair Share Fee Payers - payroll deductions of annual fees shall occur no later than the first payroll period on or after January 15. The period prior to this shall be considered the waiting period prescribed in Ohio Revised Code (ORC) Section 4117.09. In case of Unit Members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after the latter of:
            a. Sixty (60) days of employment in a bargaining unit position; or
            b. The first payroll period on or after January 15.
        ii. Upon Termination of Membership During the Year: The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member; and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date

occurring on or after forty-five (45) days from the termination of membership.

d. Transmittal of Deductions: The Board shall transmit said fees along with dues and in accordance with the procedures utilized for regular dues deductions.
e. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with ~~with~~ Section 4117.09 (C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with applicable state and federal laws and the Constitution of the United States and the State of Ohio.
f. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
g. The Association shall indemnify and hold harmless the Board and its agents from any liability arising from the implementation and execution of the terms and conditions of this fair share fee provision provided that:
    i. The Board shall give ten (10) day written notice of any claim made or action filed against it.
    ii. The Association reserves the right to designate counsel to defend the Board.
    iii. The Board agrees to give cooperation to the Association and its counsel in all proceedings; to permit the Association or its affiliates to intervene; and to not oppose the Association or its affiliate if it files and *amicus curiae* brief, and
    iv. The Board acted in good faith with regard to the fair share fee provision.

    There shall be no indemnification, however, if the Board intentionally or willfully fails to apply or misapplied the fair share fee provision.

10. Association Leave: A Unit Member or Members designated by the OTA president to attend to Association matters will be granted paid leave in accordance with past practice subject to at least three (3) working days advance written notice from the OTA president to the Superintendent. The above notwithstanding, the Superintendent may refuse to grant such leave. It is acknowledged by the parties to this Agreement that while a Unit Member is on Association Leave, said Unit Member is not within the course and scope of employment by the Board.

B. Management Rights

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement. The Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, and excepted to the extent specifically modified by this Agreement, shall include the responsibility for and the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities, the efficiency of its operation, the professional activities of its employees as related to the conduct of school affairs, the direction and supervision of its employees and the determination of the course of study for its students.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, discipline or demotion; and to promote and/or transfer all such employees; and to renew or non-renew their contracts.
3. To delegate authority through recognized administrative channels according to current Board policy.
4. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
5. To determine the size and strength of the workforce.
6. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and directives in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms thereof are in conformance with or do not conflict with the Constitution and laws of the State of Ohio and laws of the United States.

Article III - Grievance Procedure

A. Definitions

1. A grievance is a claim by a Unity Member or group of Unit Members or the Association on its own behalf that there has been a violation of, misapplication of, misinterpretation of, deviation from any of the provisions of the negotiated Agreement between the Association and the Board, and any Board policy.
2. The aggrieved (Grievant) is a Unit Member, a group of Unit Members, or the Association.
3. A class action is a grievance filed on behalf of a group of Unit Members by the Association. The involved Unit Members must be identified.
4. Days shall be counted as actual working days. The number of days in each step shall be considered a maximum. Every effort shall be made to complete the process in as little time as possible.
5. Party-In-Interest is person or persons charged by the Grievant in the written grievance as the person or persons responsible for the grievance.
6. A formal grievance report shall include the name and assignment of the Grievant; the date of filing; a statement describing the alleged grievable act, including the date it occurred or became known to the Grievant; and the applicable provisions of the Agreement. It shall also include a request for relief and the signature of the Grievant's representative.

B. Purpose and General Provisions

1. The purpose of these procedures is to secure, at the lowest possible administrative level, acceptable solutions to grievances. All proceedings shall be confidential.
2. Nothing in this Agreement shall be construed as a limitation on the right of the Grievant to discuss the matter informally with the Party-In-Interest or others and having the grievance resolved without following the procedures provided herein as long as this resolution is not inconsistent with the items specified in the definitions of a grievance stated above.
3. This grievance process shall be followed prior to taking a grievable matter before a court or other government agency.

C. Time Limits

1. If the initial step as provided herein is not initiated within thirty (30) days after the aggrieved knew of the event or condition which brought about such grievance, the grievance shall be considered waived, except that a grievance involving wages and/or economic fringe benefits may be filed within the reasonable time not to exceed one (1) year after the aggrieved knew of the event or condition which brought about such grievance.

2. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be assumed settled on the basis of the disposition at the step. Further action shall be barred.
3. If there is a failure at Step I or Step II of the procedure to communicate the decision in the specified manner within the required time limited to the Grievant, unless the Grievant approved an extension of time, they may proceed to the next step.
4. In case a grievance is filed after May of the school year, the same time limits specified in the various steps should be shortened as much as possible to allow the grievances to be settled by the end of the school year.

D. Procedure

1. A Grievant should first discuss the grievance with their immediate superior in an effort to resolve the problem informally.
2. Step I
    a. If the Grievant is not resolved during or as a result of the informal procedure, the aggrieved may file a Written Grievance Report with the immediate supervisor, with a copy to be served on the Party-In-Interest. Within five (5) days of receipt of the grievance, the immediate supervisor shall call a hearing concerning the grievance which will include the Grievant and their representative(s), if any, and the Party-In-Interest and their representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. At this hearing, the facts shall be brought out, and an effort shall be made to adjust the matter to the satisfaction of all concerned. The immediate supervisor shall make a decision and communicate it in writing to the grievant and the Party-In-Interest within three (3) days after completion of the hearing.
3. Step II
    a. If the Grievant is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within three (3) days after the presentation of said grievance at Step I, the Grievant may, within ten (10) days after the hearing at Step I, refer the grievance, by means of the Written Grievance Report Form, to the Superintendent. Within ten (10) days of the receipt of the grievance, the Superintendent shall conduct a hearing concerning the grievance, which will include the Grievant and their representative(s), if any, the Party-In-Interest and their representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. Within five (5) days after the hearing, the Superintendent shall render a decision; by submitting the

completed Written Grievance Report Form to the Grievant and the Party-In-Interest.

4. Step III
    a. If the Grievant elects to appeal the Step II decision to the Board, or if no decision has been rendered within five (5) days after the hearing at Step II, the Grievant or the Party-In-Interest may, within ten (10) days after the hearing at Step II, or if no decision has been rendered within five (5) days after the hearing at Step II, the Grievant or the Party-In-Interest may, within ten (10) days after the hearing at Step II, refer the grievance by means of the Written Grievance Report Form, to the Board. Within ten (10) days of the receipt of the grievance, the Board shall conduct a hearing concerning the grievance.
    b. The hearing shall include the Grievant and their representative(s), if any, the Party-In-Interest and their representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. Within ten (10) days after the hearing, the Board shall render its decision on the grievance only, with its reasons for such decision, by submitting the completed Written Grievance Report Form to the grievant and the Party-in-Interest. Three (3) members of the Board shall constitute a quorum and three (3) concurring votes shall be necessary to render a decision.
    c. The failure of the Board to achieve a quorum or to hold a special meeting shall not prejudice the appeal but, rather, the hearing shall be held at such time as a quorum can be achieved but no later than immediately following the regular or special meeting of the Board next occurring after expiration of the period of time during which the hearing should have been scheduled. The failure of the Board to reach a decision shall be deemed acceptance and approval of the decision of the Superintendent at the Step II level.
    d. Disposition of the grievance at the Step II level shall conclude this grievance procedure. If the Grievant remains dissatisfied, they shall then be free to pursue other remedies provided by law, including but not limited to contract enforcement via the courts or other appropriate government agency.
5. Miscellaneous Information
    a. A grievance, including a class action, may be filed at Step II if the Party-In-Interest is the Superintendent.
    b. A grievance may be withdrawn by the grievant at any step without prejudice or record.

c. A Grievant shall have the right to advice and representation by the Association and a Party-In-Interest shall have the right to representation, including legal counsel throughout the grievance process.
d. Nothing in this procedure shall be interpreted as to deny any individual the right to seek redress by law.
e. Copies of all written decisions dealing with a grievance shall be sent to the Grievant and their designated representatives. All written reports and records submitted in connection with a grievance shall, prior to final resolution of the grievance, be available for inspection and copy by the Grievant or the Party-In-Interest or their respective representatives.
f. The fact that an employee files a grievance shall not be recorded in their personnel file, or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for another employment; nor shall the Grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed the grievance procedure.
g. An official file of material pertaining to each grievance shall be established by the Treasurer upon final resolution of the grievance. This file is not to be opened unless: (a) there is a mutual consent between the Grievant and the Board, or (b) by a court order. After five (5) years, these materials shall be destroyed along with all other materials pertaining to that grievance.
h. The hearings shall be closed to persons other than the Grievant and their representative(s), the Party-In-Interest and their representative(s), and such other persons who may be necessary for the hearing to be conducted.
i. Should the investigation and the processing of any grievance require that Unit Members be released from regular assignments, they shall suffer no loss of pay or benefits. It is intended that the hearings not be held during school hours.

E. Administrative Appeal Procedure

1. Preamble
   An administrative appeal is the procedure by which Unit Members, or the Association on behalf of its members, require consideration by the Administration and ultimately, if desired, by the Board, or a proposed change in any policy, procedure, or practice of the District, or can express opposition to a change proposed by a Principal, the Superintendent, or the Board.
2. Preliminary Procedures
   An Appellant must first discuss the proposed appeal with the person directly in charge of the subject matter in an effort to resolve the matter informally. Matters

may be considered and solved in this manner providing the resolution is consistent with the policies and rules of the Board.

3. Step I

   If the appeal is not resolved during or as a result of the informal procedure, the Appellant may appeal to the Principal. Within ten (10) days of receipt of the appeal, the Principal shall call a meeting which will include the Appellant and any other party who may be able to offer information pertaining to the appeal. At this meeting, the facts, positions and opinions shall be brought out and stated, and an effort shall be made to adjust the matter to the satisfaction of all concerned. The Principal shall dispose of the appeal as promptly as reasonably possible after the completion of the meeting.

4. Step II

   If the Appellant is not in agreement with the disposition of the appeal in Step I, or if no action has been taken after the presentation of said appeal in Step I, or if the Step I procedure is inapplicable, or if the resolution proposed by the Principal is contrary to Board policies or rules, the appeal may be referred to the Superintendent. Within ten (10) days of the receipt of the appeal, the Superintendent shall call a meeting which shall include the Appellant and any other party who may be able to offer information pertaining to the appeal. Within a reasonable time after the hearing, the Superintendent shall dispose of the appeal.

5. Step III

   If the Appellant is not in agreement with the disposition of the appeal in Step II, or if no action has been taken within a reasonable time after the hearing by the Superintendent, or if the disposition of the Superintendent is contrary to Board policies or rules, the appeal may be referred to the Board. Within twenty (20) days of the receipt of the appeal, the Board shall conduct a hearing in public or executive session when applicable concerning the appeal which shall include the Appellant and any other parties deemed necessary to the hearing. Within a reasonable time immediately after the hearing, the Board shall render its decision on the appeal, along with its reasons for such decisions, by taking such official action at a regular meeting as the Board deemed appropriate. Disposition of the appeal at the Step III level shall exhaust the administrative appeal but the subject matter of the appeal may later be the subject of negotiations between the Association and the Board.

Article IV - Working Conditions

A. Workday

The workday customarily shall not exceed seven (7) hours, thirty (30) minutes, including a duty-free lunch period of no less than thirty (30) minutes. Each Unit Member shall be provided no less than five (5) class periods or two hundred (200) minutes, whichever is longer, preparation time per week during the time students are in attendance, or as otherwise agreed to between the building staff and administrator. The Board shall endeavor to equitably distribute said time over the five (5) day period.

In addition to the minimum workday, educators are expected to devote additional time to participate in professional development, to counsel with parents and students, to participate in curriculum studies, in both reviews and in necessary preparation for subject areas, and to involve themselves in other activities inherent in their professional responsibilities to the school system, pupils, and community.

Some inservice activities outside the normal workday are part of each Unit Member's basic responsibilities. Adequate notice of four (4) weeks shall be given for inservice activities scheduled outside the workday. The administration will provide adequate notice for all other staff, grade-level, and department meetings. Exceptions to attendance at these meetings shall be at the discretion of the administration. The Superintendent will determine when inservice qualifies for pay.

B. Work Year

The work year shall not exceed one hundred eighty-five (185) days. Student contact days shall not exceed one hundred eighty (180) days each work year.

1. Professional Development
    a. One (1) non-student contact day shall be the workday before the student year begins; one (1) such day shall be the workday following the student year; and the third day shall be exchanged for the seven (7) hour inservice requirement as outlined in the Professional Development Handbook. The other four (4) days shall be scheduled immediately before, immediately after, or during the student year at the discretion of the Superintendent.
    b. The Professional Development Committee shall plan the agenda for three (3) half (½) days during the school year for self-directed collaboration.

2. Last Workday
    a. Subject to advance approval from the Superintendent or designee, Unit Members may be released in part or in whole from the last workday. To be released from the last workday, the given Unit Member must complete year-end responsibilities outside the contract day and have their checkout procedures completed.
3. New Hires
    a. New hires may be required to provide the equivalent of four (4) extra days for orientation at no extra pay. One (1) day may be used towards the seven (7) hour inservice requirement.
4. Outside Workday
    a. The administration may develop optional professional development days outside of the regular work year. Unit Member attendance at these professional development days will be voluntary. Unit Members participating on these days shall be compensated at the rate of one hundred dollars ($100.00) per day.

C. Assignments, Transfers, and Vacancies

1. Assignments
    a. Each Unit Member shall be assigned to a facility and to a position which, in the judgment of the Superintendent, are appropriate. A Unit Member's preference as to the facility, grade level to be taught, and subject field will be given deference whenever feasible. The parties recognize, however, that the assignment of Unit Members is the sole and statutory prerogative of the Board and not subject to the grievance procedures.
    b. Principals will provide Unit Members with a written notice of tentative grade level assignment or class schedule on or before June 15 with the expressed understanding that the assignment or schedule may be revised. Unit Members shall be advised as soon as reasonably possible when changes become necessary.
    c. If an assignment for a Unit Member, for grades PreK-6, changes after June 15, the Unit Member will receive three (3) days pay, per diem.
2. Transfers
    a. Requests for transfers to a different facility, grade level, or subject area shall be made to the Superintendent through the tendering of a Personal Intent Form with the reason(s) for said request stated thereon. The parties recognize that the transfer of Unit Members is the sole and statutory prerogative of the Board and not subject to the grievance procedure. In the event a transfer request is denied and the Unit Member requests the reason for the denial, the Superintendent or their designee will provide such.

3. Vacancies
    a. Through April 30 of each school year, vacancies for all unit positions shall be posted for no less than eight consecutive calendar days prior to being permanently filled. Posting between May 1 and June 1 shall run for no less than five (5) consecutive calendar days. Posting shall mean to communicate by email to the "All Users" address. When feasible, vacancies shall be announced at staff meetings and in staff bulletins during the school term. Vacancies arising after June 1 and before the new school year shall be filled without posting, publishing, and/or announcing the position. Instead, the Board shall consult the Personal Intent Forms previously executed as an aid to filling the position.

D. School Year Calendar

1. The Association and Administration will organize a Calendar Committee to provide input on future school year calendars, review all proposed calendars, and may survey staff before a recommendation is finalized by the Board of Education.

E. Employee Discipline

1. Unit Members may be suspended from duty for acts of willful misconduct of a serious nature which do not, in the judgment of the Board, warrant termination of a contract. Such suspension shall be for just cause only and may be challenged through the grievance procedure. Prior to the imposition of any such suspension, the Unit Member will be notified of the conduct for which suspension is being considered and will be given an opportunity for a meeting with the Superintendent to respond to the allegations of misconduct. Both the Unit Member and the Superintendent may be represented at the meeting. Disciplinary suspensions may be without pay and, depending on the relative seriousness of the reason for the suspension, may be for a period of up to ten (10) workdays. The parties agree that the suspension without pay provided in this section shall supersede the provisions of ORC 3319.16 as they relate to disciplinary suspension.

F. Teacher Induction/Mentor Program

1. The Teacher Induction Program shall provide mentoring to experienced as well as Resident Educator Unit Members. New Unit Members needing to complete the Resident Educator Program will be assigned a state-trained mentor. All state requirements and regulations will be followed to complete the Resident Educator Program and RESA process. An experienced educator who is new to the district and working under a Professional Teaching license may not have to participate in the program.

G. Tenure

1. It shall be the intention of the Board to grant tenure only to a Unit Member who consistently demonstrates overall proficiency in exhibiting the components of professional practice, who shows definite promise of continued professional growth, and who meets the following requirements:
    a. Possess a professional license, professional certificate, or permanent certificate and who, within the last five (5) years, has taught for at least three (3) years in the District, or, has previously attained continuing contract status elsewhere and has completed two (2) years of service in the District with said two (2) year requirement waivable by the Superintendent.
    b. Has completed a Masters degree.
    c. Requests consideration for tenure in writing to the Superintendent and supervising administrator by September 30 of the school year in which tenure is to be considered with a supportive statement for the request.
    d. Files or has on record with the Board by January 15 of the school year in which tenure is to be considered, transcripts showing the hours specified in items a. and b. And a valid Ohio Certificate or License in the Unit Member's major teaching area.
    e. Submits satisfactorily completed peer, parent, and student survey forms to the supervising administrator by January 15 of the school year in which tenure is to be considered. The survey forms shall be mutually agreed upon by the supervising administrator and Unit Member seeking tenure.
    f. Obtains recommendations by the supervising administrator and the Superintendent. If either administrator considers that the Unit Member does not consistently demonstrate overall proficiency in exhibiting the components of professional practice, is without promise of professional growth, or is of questionable conduct, the administrator may withhold a recommendation for tenure.
2. Unit Members who have requested consideration for tenure under paragraph 1(c) may withdraw that request in writing to the Superintendent on or before March 1st of the school year in which tenure is to be considered without prejudice or record.
3. In the event that tenure is not recommended, the Board may:
    a. Elect not to re-employ the Unit Member; or
    b. Issue a limited contract, not to exceed two years, provided the Superintendent has given written notice to the Unit Member of the intention to make such recommendation to the Board, with reason, on or before April 30. At the end of such contract, the Unit Member shall either be re-employed under a continuing contract or be terminated.

4. While a Unit Member may be eligible for tenure, such fact alone does not bind or obligate the Board to grant such. The issuance of a continuing contract rests in the sole discretion of the Board which shall grant such upon the recommendation of the Superintendent unless rejected by four members of the Board. Said recommendation shall be acted upon during the first or second Board meeting in April.
5. The provisions contained in this section are intended to supersede the tenure eligibility and extended limited contract provisions contained in ORC 3319.08 and 3319.11.
6. Details of the tenure process are outlined in the Educator Tenure Handbook.

H. Staffing

1. The Administration needs flexibility in scheduling and assigning Unit Members. English, World Language, mathematics, science and social studies secondary Unit Members (grades 7-12) normally will not be scheduled for more than five (5) teaching classes per day and extra scheduling will occur only in isolated incidents. If it is necessary to schedule six (6) teaching classes per day for a Unit Member, this would occur a maximum of two (2) times, in non-consecutive years, for this Unit Member during the life of this multiple year contract.
2. The Master Schedule will be developed under the assumption that each of the above content area Unit Member's schedules will have five (5) instructional periods. If the administration determines that there is a need to add an additional section of a course, making a sixth instructional period for a Unit Member necessary, the sixth period will not cause the number of preps to exceed three (3) in any given grading period for the Unit Member.
3. A Unit Member may volunteer to take a schedule with six (6) instructional periods. If a Unit Member volunteers and teaches a sixth instructional period, then the administration cannot assign another sixth instructional period to that Unit Member during the subsequent school year, except at the Unit Member's discretion.
4. An equitable distribution of students will be taken into consideration for all sections. If two (2) or more sections of a course are offered during the same class period, all reasonable attempts will be made to assign the Unit Member with six (6) instructional periods the smaller class size during that period.
5. If a Unit Member is to be assigned a schedule with six (6) instructional periods the next school year, the principal will consult with the department staff. Any Unit Member assigned a sixth instructional period will be notified by the last contract day of the current school year, except in the event of a late resignation or retirement.

6. A Unit Member teaching under a six (6) period instructional schedule for the 2024-2025 school year will not be assigned a six period instructional schedule during the 2025-2026 school year, unless they volunteer for that assignment.

Article V - Employee Rights

A. Individual Contracts

1. Annually, each affected Unit Member shall be informed in writing from the Board prior to June 1, as to any action on the part of the Board to renew their limited contract, or to grant continuing status for the coming year. Contracts shall be issued in accordance with all applicable Ohio law, unless otherwise provided for herein as permitted by ORC 4117.10 (A). Salary notices shall be issued on or before July 1.

B. Contract, Renewal/Non-Renewal

1. Contracts shall be renewed and non-renewed in accordance with applicable Ohio law and said renewals and non-renewals shall not be subject to this contract's grievance procedure.

C. Contract Termination

1. Contracts shall be terminated in accordance with applicable Ohio law and said terminations shall not be subject to the contract grievance procedure.

D. Reduction in Force

1. When it becomes necessary in the judgment of the Board to reduce the size of the unit for the reasons stated below, the Board shall make such reduction in staff through non-renewal of limited contracts and/or suspension of limited or continuing contracts.
2. The reasons for reduction are:
    a. Decreased pupil enrollment;
    b. Return to duty of regular Unit Members after Leave of Absence;
    c. Suspension of schools or territorial changes affecting the District;
    d. Decline in course or grade sections and/or changes in curriculum necessary to maintain programs as set forth in state minimum standards or by the Board;
    e. Insufficient funds; and
    f. Other reasons permitted by ORC Section 3319.17.
3. The procedures of reduction are:

a. For any Unit Member to be reduced within each education field affected, preference shall be given to the Unit Members on continuing contracts but shall not give preference to any Unit Member based on seniority, except when making a decision between Unit Members who have comparable evaluations.
b. Any time two (2) or more Unit Members in an educational field have comparable evaluations, determinations regarding which contract(s) to suspend shall be made according to seniority as defined below.

4. Seniority as defined herein shall exist only for the purpose of reduction in force procedures unless otherwise expressly stated. Seniority shall be defined as continuous employment of the Unit Member in the District beginning with the first date the Unit Member reported for duty. Except for Military Leave, all Unpaid Leaves of Absence will not be counted toward seniority but will not be considered breaks in service. All paid leaves shall count toward seniority.
    a. If two (2) or more Unit Members possess the same seniority, the Board shall determine which employee is reduced or recalled. The determination will be based upon evaluations while employed in the District, previous teaching experience, college credits, in-service, and service to the District.
    b. The Board may deviate from all seniority procedures based on the essential needs of the District with respect to extracurricular and coaching assignments.
5. Each Unit Member, at the time of suspension, and thereafter as circumstances required shall provide to the Treasurer of the Board a current address, the areas in which the Unit Member is certified to teach, and any preferred teaching area.
6. Per COBRA, suspended Unit Members may purchase fringe benefits excluding retirement credit, during the two (2) year period not to exceed twenty-four (24) months after the month in which the suspension occurred, provided that said Unit Member remains substantially unemployed during the entire period and that the insurance carrier provides such coverage. Provided further that the Unit Member pays the full cost of the insurance premium monthly, in advance plus an additional two percent (2%) administrative fee.
7. If the Board intends to effectuate a reduction in force, the Superintendent shall notify the Association at least forty-five (45) calendar days before the proposed reduction, if feasible. The notice shall be in writing and include the specific positions affected, the proposed time schedule, and the reasons for the action. Upon written request of the Association, its President, and the Superintendent shall confer on the reasons for the reduction within fifteen (15) calendar days of the Superintendent's notice. Any Unit Member whose contract is suspended or non-renewed pursuant to this article shall be notified in writing at the earliest practicable time, but at least fourteen (14) calendar days before the effective date.

The notice shall include the proposed time schedule and the reason for the proposed action.

8. At the time of the reduction, a list shall be prepared and kept updated first ranking all continuing contract Unit Members in the District by seniority; designating areas of certification/licensure and present teaching and/or building assignment. Thereafter, the list shall include all limited contract Unit Members in the District by seniority designating the same information. The Association and each Unit Member affected shall receive a copy of the list.
9. Supplemental contracts are not subject to this article.
10. The Board will approve resignations at any time from Unit Members under suspended contract.
11. Recall rights of Unit Members shall remain for twenty-four (24) consecutive months after the effective date of the Unit Member's layoff. The right to recall will cease automatically upon the conclusion of the twenty-fourth month without any notification or action by the Board. The recall period shall begin the day following the last actual work day of the Unit Member being affected by the reduction. The procedure for recall is as follows:
    a. Continuing contract Unit Members will be recalled in the Unit Member's preferred area of certification/licensure and then by other areas of certification/licensure. Seniority shall not be the basis for recall except between Unit Members who have comparable evaluations.
    b. Limited contract Unit Members will be recalled in the preferred area of certification, if possible, and then by other areas of certification/licensure, provided they have either taught in that area or have completed eight (8) quarter or six (6) semester hours work in the area of certification/licensure within the past five (5) years. Seniority shall not be the basis for recall except between Unit Members who have comparable evaluations.
12. Upon being recalled, the Unit Member shall return to that status with the same seniority, accumulation of Sick Leave, and salary schedule placement as the Unit Member enjoyed at the time of reduction. However, Unit Members shall receive credit for outside employment and additional training in compliance with any current Board policy regarding acceptance of credit for new employees.
13. No new Unit Member may be hired by the Board for any positions as long as there is an eligible Unit Member on the recall list and licensed in the teaching area of the position.
14. Notice of recall shall be given in writing and sent by certified mail, return receipt request, to the last provided address. The Unit Member's address as it appears on the Board's record shall be conclusive. A copy of the notice of recall will be provided to the Association. If a Unit Member fails to respond within ten (10) calendar days after receipt of the recall notice or fails to report to work when

requested, the Unit Member's employment with the Board shall be terminated automatically.

E. Evaluation Procedure

1. The Unit Member evaluation program is a differentiated system that consists of three (3) plans designed to encourage professional growth and to identify professional competencies. This program is designed to:
    a. Integrate the evaluation and professional development functions.
    b. Enhance the professional development of both Evaluators and Evaluatees.
    c. Use a common professional language that promotes dialogue on teaching and learning.
    d. Be consistent with, and supportive of, relevant trends in education.
    e. Acknowledge that accomplished practitioners should have the opportunity to assume greater influence over the evaluation process as it relates to their continued professional growth.
    f. Serve as both a formative and summative process that is respected by both Evaluators and Evaluatees.
    g. Unit Members who are regular education Teachers and Special Education Teachers will participate in Oakwood's Evaluation System based on the Ohio Teacher Evaluation System 2.0 (OTES). Unit Members who are employed as a School Counselor will be evaluated according to the Ohio School Counselor Evaluation System (OSCES). Unit Members who are employed as a Library/Media Specialist, School Nurse, or Therapeutic Specialist, or Social Emotional Facilitator will be evaluated according to the Danielson Frameworks for Specialists as articulated in Enhancing Professional Practice: A Framework for Teaching (Danielson).
2. The plans will consist of the Two (2) Observation Plan, Three (3) Observation Plan and the Informal Evaluation Plan.
    a. The following Unit Members will be on a Two (2) Observation Plan:
        i. Unit Members with fewer than five (5) years teaching experience who are new employees of the District will participate for the first three (3) years of their employment with the Oakwood Schools.
        ii. Veteran Unit Members (those with five (5) or more years experience) who are new employees of the District will participate for their first two (2) years of their employment in the Oakwood Schools.
    b. Any Unit Member may request a Two (2) Observation Plan evaluation by October 15. Administrators may require participation in a Two (2) Observation Plan when notification is given to the Unit Member by October 15.

3. An administrator can increase the number of observations and walkthroughs throughout the school year.
4. By mutual agreement, a Unit Member and the Evaluator may begin the first observation cycle prior to September 8. A Unit Member has waived their right to request an alternative evaluator once they begin their first observation cycle.
5. The **Two (2) Observation Plan** includes the following:
    a. Unit Members who are not eligible for the Informal Evaluation Plan nor required to participate in the Three (3) Observation Plan must participate in this plan.
    b. All components of the Two (2) Observation Plan will be implemented between September 8 and May 1. The components include: Professional Growth Plan (PGP) Conference, classroom observations, Walkthroughs, collection of performance evidence, PGP Review Conference, and final evaluation review Summative Review Conference.
    c. The first observation cycle must occur between September 8 and January 1. The second observation cycle must occur between January 1 and April 20. The PGP Review Conference must be completed by January 25. The Summative Review Conference must be completed by May 1. The classroom observation must be conducted by a credentialed OTES Evaluator and include a Pre-observation and Post-observation Conference.
    d. A Unit Member may request someone other than the Supervising Administrator as their Evaluator. This request must be made in writing to the Assistant Superintendent by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The Evaluator must be a credentialed OTES Evaluator approved by the district. The Evaluator is responsible for all components of the evaluation process.
    e. If the District determines a need, due to Administrator workload, to utilize an Observer credentialed by OTES who may or may not currently be employed by the District, that Observer shall be responsible for exactly one (1) of the classroom observation cycles. In extenuating circumstances, communicated to the Association President, the District may assign an Evaluator credentialed by OTES who may or may not currently be employed by the District to complete the responsibilities beyond one (1) observation cycle.
    f. The Evaluator must conduct at least two (2) Walkthroughs and provide written feedback to the Unit Member. One (1) Walkthrough must occur between September 8 and January 1, and the other must occur between January 1 and April 20. Every reasonable attempt will be made to provide written feedback within five (5) school days of the Walkthrough.

g. Prior to the first classroom observation a Professional Growth Plan (PGP) Conference will be conducted between the Unit Member and the Evaluator by the end of the first quarter. The Unit Member may complete, but is not required to complete, the OTES Self-Assessment Summary Tool prior to this PGP Conference. A PGP form and a High Quality Student Data (HQSD) form must be completed at or after the conference and signed by both the Unit Member and the Evaluator.
h. The PGP includes a goal statement with rationale, including the types of support, resources and professional development needed to achieve the stated goals. The PGP will be reviewed at the PGP Conference.
i. The Pre-observation Conference shall be held at least one (1) school day before the classroom observation.
j. Classroom observations will be a minimum of thirty (30) continuous minutes in length.
k. When an Evaluator receives evidence about a Unit Member from a student or parent, that evidence may only be used for the purpose of a rating on the OTES rubric after formal conversation with the Unit Member.
l. The post-observation conference shall be held within ten (10) school days after the observation and the Unit Member shall receive the Post-Observation Conference Form, a copy of the Evaluator's annotated rubric within ten (10) school days after the post-observation conference. The scripted notes, created during the observation by the Observer, shall be maintained by the Observer and available to the Unit Member upon request.
m. Any Unit Member may request a third formal observation if more than one-half ($\frac{1}{2}$)of the performance indicators are rated below the skilled level on both of the prior classroom observations.
n. A PGP Review Conference must be completed by January 25. At the conference the Unit Member and the Evaluator discuss Walkthroughs and other evidence collected since the classroom observations. They also make realignments as appropriate to the PGP or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.
o. The Summative Review Conference must be completed by May 1. The Unit Member and the Evaluator will review and sign the Final Summative Holistic Rating of Educator Effectiveness.
p. The Final Summative Holistic Rating of Educator Effectiveness Form will include the number of Leave Days for the school year and may include

written comments by either the Supervising Administrator or the Unit Member.

q. The Final Summative Holistic Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

6. The **Three (3) Observation Plan** includes the following:
   a. Unit Members who are on a Professional Improvement Plan (PIP) or who are under consideration for non-renewal are required to participate in the Three (3) Observation Plan.
   b. All components of the Three (3) Observation Plan will be implemented between September 8 and May 1. The components include: Professional Growth Plan (PGP) Conference, classroom observations, walkthroughs, collection of performance evidence, PGP Review Conference, and final evaluation review Summative Review Conference.
   c. When the determination is made to place a Unit Member on the Three (3) Observation Plan at the beginning of the school year, the first observation cycle must occur between September 8 and November 15. The second observation cycle must occur between November 15 and February 1. The third observation cycle must occur between February 1 and April 20. When it becomes necessary during the school year to place a Unit Member on a Three (3) Observation Plan, the Evaluator will detail the time-line for completion.
   d. The PGP Review Conference must be completed by January 25. The Summative Review Conference must be completed by May 1.
   e. The classroom observation must be conducted by a credentialed OTES Evaluator and include a Pre-observation and Post-observation Conference.
   f. A Unit Member may request someone other than the Supervising Administrator as their Evaluator. This request must be made in writing to the Assistant Superintendent by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The Evaluator must be a credentialed OTES Evaluator approved by the district. The Evaluator is responsible for all components of the evaluation process.
   g. If the District determines a need, due to Administrator workload, to utilize an Observer credentialed by OTES who may or may not currently be employed by the District, that Observer shall be responsible for only one (1) of the classroom observation cycles. In extenuating circumstances, communicated to the Association President, the District may assign an Evaluator credentialed by OTES who may or may not currently be employed by the District to complete the responsibilities beyond one (1) observation cycle.

h. The Evaluator must conduct at least three (3) Walkthroughs and provide written feedback to the Unit Member. One (1) Walkthrough must occur between September 8 and November 15, another must occur between November 15 and February 1, and the third must occur between February 1 and April 20. Every reasonable attempt will be made to provide written feedback within five (5) school days of the Walkthrough.
i. Prior to the first classroom observation a Professional Growth Plan (PGP) Conference will be conducted between the Unit Member and the Evaluator by the end of the first quarter. The Unit Member may complete, but is not required to complete, the OTES Self-Assessment Summary Tool prior to this PGP Conference. A PGP form HQSD must be completed at or after the conference and signed by both the Unit Member and the Evaluator.
j. The PGP includes a goal statement with rationale, including the types of support, resources and professional development needed to achieve the stated goals. The PGP will be reviewed at the PGP Conference.
k. The Pre-observation Conference shall be held at least one (1) school day before the classroom observation.
l. Classroom observations will be a minimum of thirty (30) continuous minutes in length.
m. When an Evaluator receives evidence about a Unit Member from a student or parent, that evidence may only be used for the purpose of a rating on the OTES rubric after formal conversation with the Unit Member.
n. The Post-observation Conference shall be held within ten (10) school days after the observation and the Unit Member shall receive the Post-Observation Conference Form, a copy of the Evaluator's annotated rubric within ten (10) school days after the post-observation conference. The scripted notes, created during the observation by the Observer, shall be maintained by the Observer and available to the Unit Member upon request.
o. A PGP or PIP Review Conference must be completed by January 25. At the conference the Unit Member and the Evaluator discuss Walkthroughs and other evidence collected since the classroom observations. They also make realignments as appropriate to the PGP, or PIP, or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.
p. The Summative Review Conference must be completed by May 1. The Unit Member and the Evaluator review and sign the Final Summative Holistic Rating of Educator Effectiveness.

q. The Final Summative Holistic Rating of Educator Effectiveness Form will include the number of Leave Days for the school year and may include written comments by either the Supervising Administrator or the Unit Member.
r. The Final Summative Holistic Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

7. The **Informal Evaluation Plan** may be available for the following Unit Members:
    a. Educators with an Accomplished rating from their most recent OhioES submission may have a full evaluation, defined as the "Two (2) Observation Plan", once every three (3) school years, so long as the educator's academic growth measure, for the most recent school year for which data is available, is average or higher. (R.C. 3319.111 C 2 a)
    b. Educators with a Skilled rating from their most recent OhioES submission may have a full evaluation, defined as the "Two (2) Observation Plan", once every two (2) 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. (R.C. 3319.111 C 2 b)
    c. The Informal Evaluation Plan includes the following:
        i. All components of the Off Year Evaluation Informal Evaluation Plan will be implemented between September 8 and May 1. The Informal Evaluation Plan will consist of a Professional Growth Plan (PGP), one (1) Walkthrough four (4) Walkthroughs, and a final evaluation review Summative Review Conference.
        ii. A PGP Conference will be conducted between the Unit Member and the Evaluator by the end of the first quarter no later than October 15. A PGP and form HQSD form must be completed at or after the conference and signed by both the Unit Member and the Evaluator. The Summative Review Conference must be completed by May 1.
        iii. The PGP includes a goal statement with rationale, including the types of support, resources, and professional development needed to achieve the stated goals.
        iv. A Unit Member may request someone other than the Supervising Administrator as their Evaluator. This request must be made in writing to the Assistant Superintendent by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The Evaluator must be a credentialed OTES Evaluator approved by the district. The

Evaluator is responsible for all components for the evaluation process.

v. The Evaluator must conduct at least one (1) Walkthrough and provide written feedback to the Unit Member. Every reasonable attempt will be made to provide written feedback within five (5) school days of the Walkthrough.

vi. When an Evaluator receives evidence about a Unit Member from a student or parent, that evidence may only be used for the purpose of a rating on the OTES rubric after formal conversation with the Unit Member.

vii. A PGP Review Conference may be completed at the request of the Unit Member. At the conference the Unit Member and the Evaluator may discuss evidence collected. They may also make realignments as appropriate to the PGP or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.

viii. The Summative Review Conference must be completed by May 1. The Unit Member and the Evaluator will review and sign the Final Summative Rating of Educator Effectiveness.

ix. The Final Summative Holistic Rating of Educator Effectiveness Form will include the number of Leave Days for the school year and may include written comments by either the Supervising Administrator or the Unit Member.

x. The Final Summative Holistic Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

8. High Quality Student Data (HQSD)
   a. The Unit Member evaluation will use at least two (2) measures of district-approved, high-quality student data to provide evidence of student learning attributable to the Unit Member being evaluated.
   b. When applicable to the grade level or subject area taught by an Unit Member , HQSD shall include the value-added progress dimension and the Unit Member shall use at least one (1) other measure of HQSD to demonstrate student learning.
   c. Forms to structure the Observation Plans and HQSD processes are based on those found in the Ohio Teacher Evaluation System (OTES) 2.0 Training Workbook and have been modified in some cases by members of the district's Educator Evaluation Committee. Forms can be found in Appendix E and the Educator Evaluation Handbook.

F. Personnel File

1. Any Unit Member may inspect the contents of their personnel file upon request during regular Board office hours with prior notice to the Superintendent and provided the Superintendent or their designee is available at time of inspection. A Unit Member shall, upon request, be allowed to attach their statement/response to any material within their personnel file. No material shall be added to nor removed from a Unit Member's personnel file without the Unit Member first being informed of the action. A Unit Member shall, upon request, be provided a copy of any material in or intended to be placed in their personnel file. The Unit Member's entire personnel file shall be kept in one place, in one folder, with the location of the same made known to the Unit Member. Anecdotal files kept by and for the exclusive use of a given administrator are allowed under this provision, and are not subject to the provisions herein above.

G. Complaints Against Unit Members

1. The Board will endeavor to adhere to the present Board Policy 9130, "Public Complaints" and will not change said policy without consultation with the Association.

H. Part-Time Unit Member Contracts

1. Unless notified of the District's intent to non-renew for performance and/or reduction in force, Unit Members employed on a less than 1.0 full-time equivalent (FTE) contract will be renewed at 0.1 FTE for the next contract year during a May Board meeting. Adjustments to the FTE will be completed by July 10. If the Board has not informed the Unit Member of its action to adjust the FTE by July 10, the Unit Member may resign after July 10 without penalty. It is expressly understood that the offering of a part-time teaching position for one (1) academic year does not obligate the District to the same FTE for any succeeding year. Employment under a part-time contract does not negate the Unit Member's right to request a continuing contract.
2. Part-time Unit Members are encouraged to attend a full day on all contractual professional development days. For any portion of these days that would not ordinarily be contractual time, the Unit Member will be paid their contractual daily/hourly rate. After attendance at each professional development day, the Unit Member will submit documentation of the time in attendance to the Educational Services office for payment.

Article VI - Absence From Duties

A. Communication of Absences

1. Unit Members, with the exception of those who regularly call at different schools and at the homes of pupils, must not leave the school at any time during the school day without first notifying the Principal or designee.
2. Unit Members shall have a minimum of thirty (30) continuous minutes lunch period during which time they shall not be required to perform any school activities. It will not be necessary to notify the Principal of absence during this time.
3. Arrangements for professional absence are made with the consent and at the discretion of the Principal.
4. Unit Members must notify their Principal or designee of their temporary absence from school and enter this information, in the electronic leave system. Such notice must be given the preceding day, if possible, or by 7:30 a.m. on the day of the absence in case of emergencies.
5. Unit Members shall, when possible, notify their Principal or designee of their intention to return to duty not later than 3:00 p.m. of the day before the date of return.
6. In case of absence, the Unit Member shall provide lesson plans, class rolls, and other such material as will guide the substitute in carrying on each program.
7. If any subsequent provision in this Article establishes different requirements than those set forth above, the more restrictive requirement shall prevail.
8. Falsification of the purpose for seeking any absence from duty under this article shall constitute ground for disapproving the absence and shall constitute a basis for disciplinary action.
9. Falsification of the purpose for seeking any absence from duty under this article shall constitute grounds for disapproving the absence and shall constitute a basis for disciplinary action.
10. During extended leaves of absence (longer than five (5) consecutive school days) from their regular assignment, Unit Members will also be absent from their supplemental duties. The supplemental contract may be amended by the applicable percentage, in accordance with the period of the absence.

B. Sick Leave

The term "Sick Leave" is construed to mean the Leave of Absence granted to regular Unit Members whenever such absence is the result of personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death of a "qualifying family member".

1. Unit Members employed full-time, five (5) days a week, shall be entitled to fifteen (15) days of Sick Leave per school year at the rate of one and one-quarter (1¼) days per month. Unit Members regularly employed, but for less than full-time, shall earn Sick Leave based at the rate of one and one-quarter (1¼) days per month pro-rated on a ratio of time contracted. Unit Members reassigned from part-time to full-time employment shall be vested with the pro-rated Sick Leave credit.
2. Sick Leave not used in any school year shall be accumulated from year to year. The maximum accumulation shall be unlimited.
3. Absence on Saturday, Sunday, holidays, or calamity day shall not be charged against Sick Leave.
4. The Board interprets "qualifying family members" to include those listed below: "Qualifying family members" include: spouse, children, foster children, parents, grandparents, grandchildren, brothers, sisters, in-law relationships, uncles, aunts, nieces, or nephews of the employee or employee's spouse, a ward, and others permanently residing in the employee's home.
5. Unit Members transferring from a proper Ohio public agency to the Oakwood School District shall be credited with the Sick Leave they have accumulated while in the service of that public agency.
6. New Unit Members who have not accumulated Sick Leave or present Unit Members who have exhausted their Sick Leave shall be granted, at the beginning of the school year, an advance of five (5) days Sick Leave. This advance of days may be used at any time during the school year. If the Unit Member should subsequently resign, be placed on Leave of Absence or become deceased before the advancement of used Sick Leave has been earned, such unearned leave may be deducted from the adjusted final pay.
7. Each Unit Member shall furnish a signed statement on the form prescribed by the Board to verify the use of Sick Leave. Falsification of the use of sick leave shall constitute grounds for termination pursuant to law.
8. Upon request, the Unit Member shall provide a statement that lists the name, address and telephone number of the attending physician and the dates when the physician was consulted.
9. After Sick Leave has been taken for ten (10) consecutive workdays, the Board may request an additional statement by the Unit Member and by the attending physician of the Unit Member or of the family member justifying the continuation of the leave in accordance with applicable provisions of the bargaining Agreement and policies.

C. Personal Leave

1. Unit Members shall be granted three (3) days annually for personal business or emergencies. These days shall be non-cumulative, with pay. Notice shall be given, in writing, to the supervising administrator at least twenty-four (24) hours prior to the date upon which leave is to begin. Such leave is intended for business which cannot be transacted except during school hours.
2. The reasons for using Personal Leave cannot be of minor importance or mere convenience, but must be of a serious nature. Personal Leave may only be used as an extension of Sick Leave with approval of the Superintendent. Advanced written notice is not required in emergency situations. Upon the employee's return from Emergency Leave, they shall state, in writing, the nature of the emergency and the number of days involved.
3. Personal Leave may not be taken during the first or last day of school nor immediately before or after a holiday break (which includes: Labor Day, Thanksgiving Break, Holiday Break, MLK Day, Winter Break, Spring Break, and Memorial Day) except with the prior written approval of the Superintendent. Such approval shall be at the sole discretion of the Superintendent. Prior written approval of the Superintendent is not required in emergency situations. Upon the employee's return from Emergency Leave, they shall state, in writing, the nature of the emergency and the number of days involved.
4. The Board shall credit to each Unit Member's accrued Sick Leave any Personal Leave days not used the school year on a one-to-one basis. This shall occur upon the conclusion of the school year or upon the retirement of the Unit Member, whichever first occurs.
5. The use of what has become known as "dock days" is prohibited except for extenuating circumstances approved in advance by the Superintendent.

D. Childcare Leave

1. The Board of Education shall grant a leave of absence for child care without pay to any full-time Unit Member who has been employed for three (3) continuous school years. Unit Members with less than three (3) years continuous employment in the school system may be granted Child Care Leave at the discretion of the Superintendent.
2. A request must be submitted to the Superintendent or their designee at least thirty (30) days prior to the start of the requested leave of absence, except in emergency situations. To be eligible to initiate leave, the child must be aged from birth to twelve (12) months. In the case of an adopted child, this age level shall be increased to the child's age at the time of adoption plus one (1) year or up to the age of six (6) years whichever is the lesser age.

3. The duration of child care leave of absence shall be no longer than two (2) years. Leaves of absence shall be granted for the balance of the current school year subject to approval of a one-year extension depending on the nature or condition of the request for the second year.
4. Should there be a change in the situation which eliminates the need for child care leave of Absence, the Unit Member shall be eligible to return to the classroom at the beginning of the next nine (9) week grading period if such position is available. If no comparable position is available, the Unit Member will not be eligible to return until the date specified in the initial leave request.
5. No sick or personal leave may be earned while on an unpaid leave of absence. The Unit Member will not be granted seniority during the Leave of Absence.
6. Salary shall cease upon the effective date of leave. Notwithstanding the Family Leave Act provisions, paid fringe benefits (medical insurance, dental insurance, term life insurance) shall also cease upon the effective date of leave or, in the case of employees who completed a full school year of work, at the end of August. The Unit Member must use accrued leave in combination with FMLA leave per federal guidelines.
7. During periods of such leaves of absence that extend beyond FMLA including disability leaves of absence, and running concurrently with COBRA rights, employees may continue coverage of fringe benefits by paying full monthly premium costs to the Treasurer one month in advance. All coverage shall cease after two years of such leave.
8. Upon return from leave, the Unit Member will resume the same contract status held prior to leave. The Unit Member will return to the same or similar position they held prior to the leave.
9. The Unit Member must notify the Superintendent in writing by March 1 (or July 10 in case of childbirth or adoption on or after March 1) of their desire to extend the leave into the next school year or their intention of returning to work. Failure of the Unit Member to provide such written notice shall be considered as the Unit Member's resignation from employment and ORC 3319.16 will not apply. The Board's approval of this Agreement constitutes its acceptance of the Unit Member's resignation so no further action or written notice of acceptance is necessary from the Board.

E. Adoption Leave

1. Unit Members shall be permitted to convert accrued sick leave to adoption leave to arrange and complete a child adoption process. The Unit Member will schedule a meeting with the Assistant Superintendent to review the process and procedures and outline a timeline. Documentation of the expected number of days required to finalize the adoption process, not to exceed a maximum of twenty-five (25) days

as authorized by the attorneys, court, or adoption agency, must be presented to the Superintendent prior to commencement of the leave.

2. Time needed to care for the child would be considered as Family Medical Leave and/or an Unpaid Leave of Absence.

E. Bereavement Leave

1. Unit Members shall be allowed a maximum of three (3) days, if needed, for the funeral of, the funeral arrangements for, End of Life Celebration, and the travel to and from the funeral of any "qualifying family member".
2. The Board interprets "qualifying family member" for Funeral Leave to include: spouse, children, parents, grandparents, grandchildren, brothers, sisters, in-law relationships, uncles, aunts, nieces, or nephews of the employee or employee's spouse, and others permanently residing in the employee's home.
3. Absence may be authorized by the Superintendent for the funeral of persons not listed above, but will be converted from sick leave.
4. The Funeral Leave provided in this section shall be in addition to the Sick Leave provisions.
5. This provision should not be interpreted as an automatic granting of a three (3) day leave solely because of the death of any "qualifying family member". It should be used only when it is absolutely necessary to be absent from school because of the funeral, funeral arrangements, or travel to and from the funeral. Consequently, funerals during vacation periods, holidays, and weekends would not qualify under this provision.

F. Assault Leave

1. A Unit Member who must be absent due to physical disability resulting from an unprovoked assault on such Unit Member which occurs in the course of Board employment, on school grounds, during school hours, or where required to be in attendance at a school-sponsored function shall be eligible for Assault Leave up to sixty (60) days.
2. A Unit Member who is granted Assault Leave will be paid their full scheduled compensation for the period of such absence up to a maximum of sixty (60) days.

G. Unpaid Leaves of Absence

Leaves of Absence may be granted at the discretion of the Board, upon the recommendation of the Superintendent, and only as provided herein and within the provisions of the ORC governing such leaves. Such leaves are without pay or benefits, except as otherwise noted.

1. Unpaid Leaves of Absence may be granted for the purpose of obtaining additional education, for extended educational travel, or other reasons acceptable to the Board.
2. Application for an Unpaid Leave of Absence or an extension thereof must be made in writing to the Superintendent stating the purpose, the period of the leave or extension, and must be accompanied by certain specified, supporting statements concerning the need or desirability of said leave or extension.
3. Scheduled increments, accumulation of additional Sick Leave, adjustments in salary, and retirement credit are not allowed during Leaves of Absence.
4. Unit Members who are on Unpaid Leave must notify the Superintendent of their intent to return to work or request to extend their leave into a second academic school year prior to March 1.
5. If a Unit Member on Leave of Absence desires to be reinstated earlier than the originally designated return date or desires to extend said leave, a written request must be made to the Superintendent at least sixty (60) calendar days in advance of the event or such lesser period as is reasonable under the circumstances.
    a. The right of reinstatement to duty shall be guaranteed only at the originally designated date of return.
    b. Reassignment of the Unit Member to duty following a Leave of Absence shall be upon termination of the leave. The specific position to which the Unit Member will be assigned shall be determined by the Superintendent.
6. Any substantial alteration of approved plans or purposes of the leave by the Unit Member, without the approval of the Board, may be considered as a termination of the contract of the Unit Member. Rights of the Unit Member under Ohio law shall prevail.
7. Upon return to service, the Unit Member will resume the contract status which they held prior to the Leave of Absence.

H. Court/Agency Duty

1. In the case of absence from duty in response to a subpoena issued by any competent federal or state agency, no deduction shall be made from the Unit Member's salary provided the Unit Member being subpoenaed is not the plaintiff, defendant, or real party in interest.
2. The term "subpoena" shall be construed to include any actual court or agency order to appear in court or before the agency for purposes of: cases in court, administrative hearing, physical examination, witness, and jury duty.
3. Any Unit Member who is a plaintiff, defendant or real party in interest may utilize Personal Leave until they have exhausted their annual entitlement, and/or in the alternative shall be granted unpaid court/agency leave for the purpose of attending the court/agency proceedings.

I. Military Leave

1. Any certificated or licensed Unit Member may be granted a Leave of Absence to be included or otherwise enter military duty and may return to work in the District in accordance with provisions of law.
2. Requests for Military Leave should be made as far in advance as possible in order that competent replacement may be obtained.
3. Written application for reinstatement from Military Leave shall be made by the Unit Member as soon as possible after discharge or release from the military service for which leave was granted but in no event later than the time prescribed by law.
4. Upon evidence of honorable separation from military service and upon written application for reinstatement to duty, a Unit Member shall be reinstated from leave at the beginning of the next school semester if such application is made not less than thirty (30) days prior to the first day of such next school semester; otherwise, at the beginning of the next school year. If the best interest of the school District warrants, the Board may reinstate the Unit Member from leave at an earlier date as requested by the Unit Member.

J. Voluntary Medical Leave

1. Upon request, any certificated or licensed Unit Member who is unable to satisfactorily perform the duties of their ~~his/her~~ position because of personal illness or other disability shall be granted a Leave of Absence without pay for up to two (2) consecutive school years.
2. The application for such Leave of Absence or its renewal must be accompanied by a statement from the attending physician stating the nature of the illness or disability and definitely recommending that the Unit Member be placed on Medical Leave of Absence for a fixed period. The Board, at its expense, may seek verification of the recommendation by requiring the Unit Member to undergo any necessary examination in order to verify that the Unit Member is unable to perform the customary duties and responsibilities of their position and that the leave and its duration are necessary. In the event of inconsistent opinions, a third physician shall examine the Unit Member in order to resolve the conflict of opinions.
3. Application for reinstatement must be made at least sixty (60) days or such lesser period as is reasonable in the circumstances, before the expiration of a Leave of Absence for a personal illness or other disability. The Unit Member must submit a written statement from the attending physician certifying that the Unit Member has been examined and that they are, or will be able to, resume duties when the Leave of Absence expires. Upon return the Unit Member shall resume the contract status held prior to such leave.

4. Termination of a Leave of Absence before its expiration date, if requested in writing by the Unit Member and accompanied by a statement from the attending physician recommending return to duty, shall be accepted at the discretion of the Superintendent and in accord with the needs and interest of the school.

K. Involuntary Medical Leave

1. If any Unit Member is unable to perform satisfactorily the duties of their position because of personal illness or other disability, the Superintendent may recommend, without the request of the Unit Member, an Involuntary Leave of Absence for part of the school year or the remainder of the school year, and the Board may grant such leave in accordance with the provision of the law. The Unit Member may request a hearing on such leave in accordance with the law. Such leave may become effective at the expiration of any Sick Leave the Unit Member has accumulated.

L. Sabbatical Leave

Sabbatical Leave is intended to provide individual Unit Members opportunities to extend their professional competence and effectiveness. Such leave may be granted for study, intellectual renewal, or scholarly research. The conditions for which Sabbatical Leave will be considered are:

1. The Unit Member should be employed by the Oakwood Schools for five (5) or more years.
2. Sabbatical Leave will be granted for no more than one (1) school year.
3. The Unit Member shall not be granted pay during the Sabbatical Leave. The Unit Member shall be granted benefits including health care, dental, drug and life insurance during the leave, if available from the carrier.
4. The Unit Member shall not be granted an experience year of advancement for the year of the Sabbatical Leave.
5. The leave must be deemed educational and, as such, would be pursued at a university or other credit-granting institution. Exceptions to this condition may be granted depending upon the subject area taught and the nature of the request.
6. The Unit Member must be willing to enter into a written agreement promising to return to the District for at least one (1) year at the termination of the leave, and if they fail to do so, the Board shall be entitled to recover the costs of health benefits and the retirement costs, if any, incurred by the Board for the Unit Member during the sabbatical. This provision shall not apply when, for health reasons or other circumstances beyond their control, the Unit Member is incapable of further service. In such case, the Unit Member shall submit to the Superintendent a written statement from the attending physician.

7. The Unit Member shall be granted the same or similar position within the District at the end of the leave.
8. A Unit Member may purchase retirement credit by contacting the State Teachers Retirement System. The cost to the Unit Member shall be their STRS share of the salary which the Unit Member would have earned during the leave year, and the Board shall pay its STRS share of that salary.
9. Each Sabbatical Leave is subject to the approval of the Superintendent and the Board of Education.
10. Application for Leave
    a. Application for leave must be tendered to the Superintendent in writing no later than March 1 of the school year preceding the requested leave year.
    b. The application should indicate:
        i. The anticipated educational benefit of the Sabbatical Leave to the Unit Member.
        ii. The place of matriculation and projected course work, or specified plans, to be pursued during the Sabbatical Leave.
        iii. The understanding and acceptance of the conditions for such leave.
    c. Notification of acceptance or rejection by the Superintendent and the Board shall be made by June 15.
11. Upon return to duty, the Unit Member may be required to provide evidence that the plan was followed.
12. All restrictions on leaves for professional improvement within the ORC shall remain applicable.

M. Family and Medical Leave Act

1. Unit Members who have been employed by the Board for at least twelve (12) months and who have completed one thousand, two hundred fifty (1,250) hours of service during the immediately preceding twelve (12) month period are eligible for leave under the Family and Medical Leave Act of 1993 (FMLA) in accordance with its provisions. FMLA leave shall run concurrently with other designated time off benefits of this Agreement. The Board may require all certificates which it is permitted to require under the FMLA. The Board shall utilize a rolling twelve-month period to determine eligibility. The Board's written FMLA policy explaining the rights and obligations of the Unit Members and the Board will be made available to Unit Members upon request.
2. Special provisions under FMLA exist for the instructional employees with regard to intermittent leave, reduced leave schedules, and leaves near the end of the school year. Except as has been modified herein, and, then, to the extent the FMLA allows, the Board reserves the right to exercise all of its options under the special provisions of the FMLA.

N. Sick Leave Bank

1. Purpose

   The purpose of the Sick Leave Bank is to provide additional days of sick leave to Unit Members who experience personal or immediate family member accidental injury, surgery, serious illness, or complications arising from pregnancy or childbirth, and have used all personal sick leave days as well as available sick leave day advances. These circumstances shall be of a prolonged nature.

2. Provisions of Eligibility
   a. All Oakwood City School District Unit Members shall be eligible to be members of the sick leave bank.
   b. New Unit Members will receive an intent form from the administration for the purpose of enrolling in the Sick Leave Bank during the onboarding process. In addition, an open enrollment period will be made available to Unit Members who are not members of the Sick Leave Bank. The open enrollment period will be November 1 to December 1. Initial membership will consist of one (1) non-refundable sick leave day to be designated by the Unit Member to the Sick Leave Bank on such form between November 1 and December 1. At such time that the administration has received the Unit Member's intent, it will be recorded and submitted to the Treasurer's Office. Each Unit Member will receive a notice of receipt indicating their participation in the program. The donated sick leave day will be deducted the last pay of January.
   c. Enrollment in the Sick Leave Bank shall be continuous from year to year until a Unit Member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of their intent to withdraw.
   d. If fifty (50) participants are not enrolled by the initial enrollment deadline of December 1, the bank will not be established for that school year.

3. General Procedures
   a. Days contributed to Sick Leave Bank are non-refundable.
   b. The donation of sick leave shall not reflect upon the donor's attendance record.
   c. Sick leave bank allotments will be limited to participating employees Unit Members for use only in cases of personal or immediate family member accidental injury, surgery, serious illness, or complications arising from pregnancy or childbirth as determined by the Sick Leave Bank Committee.
   d. Applications for allotments from the Sick Leave Bank must be made on the Application for Sick Leave Bank Form. A physician's statement form is required with each application in order to be considered for a loan.

e. An allotment will be considered only after the employees Unit Members has used all of their accumulated sick leave days, has used all possible advances of sick leave days, and is not eligible for disability leave under the Ohio State Teacher Retirement System (STRS) or School Employees Retirement System of Ohio (SERS).

4. Sick Leave Bank Committee
    a. The Sick Leave Bank is to be regulated by a Committee consisting of three (3) Unit Members to be selected by OTA, one of whom will be co-chairperson and one (1) administrator selected by the Superintendent, who will be co-chairperson, and one (1) classified employee selected by classified employees. Service on this committee is voluntary and without remuneration. The Sick Leave Bank Committee may ask an independent physician to volunteer as an advisor to the Sick Leave Bank Committee.
    b. The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Committee shall also determine the necessity for additional contributions to the Bank and shall notify Bank Members of the need for said contributions.
    c. The Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the District's Treasurer.
    d. Decisions of the Sick Leave Bank Committee are final and not subject to the Grievance Procedure.
    e. The Sick Leave Bank Committee shall review the operation of the Sick Leave Bank annually and shall make recommendations, if necessary, for modifications of the plan to the OTA President and Superintendent.
5. Sick Leave Bank Procedures
    a. Days allotted from the Sick Leave Bank will be paid at one hundred percent (100%) of the Bank Member's daily rate of pay.
    b. Allotments from the Sick Leave Bank shall commence on the first day of absence for which a Bank Member has no accumulated sick or advanced days, and shall be renewed, upon request from the Bank Member and approval of the Sick Leave Bank Committee.
    c. Allotments from the Sick Leave Bank will be made only for absences under a Bank Member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a Bank Member with a full-time contract.
    d. Days may not be received from the Sick Leave Bank for absences due to disabilities which qualify the Bank Member for Workman's Compensations personal benefits unless the member has exhausted all such benefits and their own accumulated sick days.

e. A Bank Member may receive a maximum of thirty (30) days per contract year.

6. Policy Procedures
   a. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

      "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Committee. All decisions of the Sick Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Oakwood City School District, the Oakwood Teachers Association, the Sick Leave Bank Committee, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application."

   b. Application for the Sick Leave Bank days must be made to the Sick Leave Bank Committee Chairperson.
   c. The Sick Leave Bank Committee shall meet and render a written decision within ten (10) work days of receipt of request.
   d. Unused requested days shall be returned to the Sick Leave Bank.
   e. The Sick Leave Bank will begin with one (1) day from each contributing Unit Member. When the fund is depleted below fifty (50) days, each participant will be automatically assessed one (1) additional day. The Sick Leave Bank Committee shall be responsible for notifying Unit Members of each assessment period.
   f. Extension of additional days may be applied for in the same manner as original application up to the thirty (30) days per contract year maximum.
   g. When an Unit Member donates days to the Bank, they agree to the above stated rules for administration of the Bank and agree to abide by the stated rules.
   h. All decisions of the Sick Leave Bank Committee shall be final and binding, and not subject to the grievance provisions of the existing collective bargaining agreement between the Association and the Board.

Article VII - Compensation and Benefits

A. Base Salary

The base salary (BA, 0 years), as applied to the salary index schedule shall be set as follows:

1. The base salary shall be $47,516 effective July 1, 2025.
2. The base salary shall be $48,704 effective July 1, 2026.
3. The starting salary for a Unit Member shall be set in accordance with the new hire's actual experience, up to a maximum of ten (10) years and in accordance with the new hire's training record per Section C.
4. Any Unit Member erroneously placed at a higher salary other than warranted by their actual experience, training record, or other relevant factors shall be paid at this level until the error is rectified, and the Board will not seek recovery.

B. Salary Index Schedule

The negotiated salary index schedule in effect for each work year of this Agreement shall be included in Appendix E to this Agreement and incorporated by reference herein.

C. Salary Schedule Advancement

1. An official certified transcript shall be presented as evidence of satisfactory work promptly upon completion of training. If credits for additional professional training are earned prior to September 15, such credit shall be evaluated for salary purposes effective the first day of the current school year. Credits earned after September 15 but before January 15 of the current school year shall be considered for salary placement purposes effective January 1 of the current school year. In addition to the foregoing, an official certified transcript must be presented by November 1 if such credit is to be applied beginning with the first work day of that school year and by March 1 if such credit is to be applied beginning with January 1 of that school year. The Superintendent shall allow for late presentations provided that lateness is due to circumstances beyond the control of the Unit Member.
2. Hours completed for the purpose of salary advancement should be toward a master or doctorate degree, or otherwise would count toward a degree if taken as part of a degree program, and hours must be completed after a master degree has been received, graduate work being given full credit and undergraduate work three-fourths ($\frac{3}{4}$) credit. A combination of the graduate and undergraduate hours are acceptable.

3. Other hours, not meeting the standard of item two (2) above, completed for the purpose of salary advancement, must be substantially related to a Unit Member's educational assignment. It is recommended that a Unit Member considering completion of hours in this item should seek prior approval from LPLC. The Unit Member assumes the risk of not receiving full credit for hours completed where prior approval was not received.
4. Unit Members who have reached the maximum step in one column of the salary schedule and subsequently qualify for advancement to another column shall be placed on the appropriate step in the new column as indicated by the training and years of accredited experience.

D. Supplemental Compensation

1. Supplemental Assignments and Salary Schedule
    a. The Supplemental Salary Schedule shall be an indexed schedule (Appendix C).
    b. When the need for new positions on Supplemental Assignments arises, the administrative staff shall consult with the Unit Members in the area involved to determine responsibilities and time involved in the position. After such consultation, the Superintendent shall place the position within the appropriate level or group.
    c. Unit Members may propose a new supplemental, or changes to placement on the Supplemental Assignments, for consideration by the Administration by completing the Supplemental Proposal Form (Appendix B). Once the Form is completed, it should be discussed with a building administrator. If the building administrator is in support of the proposal, the application is passed on to the Superintendent for consideration for final approval.
    d. Unit Members who are in the role of Advisors and Coaches are annually required to complete the Supplemental Tracking Form (Appendix B).
    e. Unit Members who are in the role of Head Coach are annually evaluated by the Athletic Director.
    f. Unit Members transferring to the District shall not be credited with supplemental experience held in other school Districts. Unit Members changing duty positions, but remaining within the same area, shall not lose experience credit except when transferring to a Head Coach's position.
    g. The Board has the right to change job descriptions, fill or not fill positions, remove positions, add positions, and/or move positions from one level or group to another, all subject to outstanding contract right of incumbents, but not a subject to appeal per the grievance procedure herein.
    h. The Superintendent will announce to the Professional Communications Council all proposed changes prior to implementation to allow ample time

for Unit Member input. Once changes have been finalized by the Superintendent they will be reported to the Professional Communications Council and updated copies of Appendix A will be distributed to all Unit Members.

2. Other Compensation Schedule (Appendix D)
   Appendix D outlines areas of additional supplemental compensation that are subject to negotiation with the Association.

E. STRS Pick-up

The STRS Pick-Up program that provides a tax deferment of Unit Member contributions to STRS shall remain in effect for the duration of this Agreement, or until the parties to this Agreement mutually change the program. The maximum Unit Member contribution under this program in any given school year shall be the applicable percentage reflected in ORC 3307.26.

F. Full-/Part-Time Work

1. Unit Members working six (6) hours or more per day (student contact time) (thirty (30) hours or more per week) shall be entitled to full pay and benefits in accordance with the regular salary schedule. Unit Members working less than this shall receive pro-rata pay based on a six (6) hour workday, but shall otherwise receive the full benefits of this Agreement.
2. It will be the responsibility of each Unit Member to limit the amount of income sheltered from Federal, State, and Local taxation to no more than the maximum authorized by law. Such member will hold the Board harmless for any loss, costs, damages, or penalties which may result in the Board's compliance with this Section.

G. Severance Pay

1. Unit Members retiring from the District shall be eligible for severance pay, effective the last day of employment, providing eligibility requirements are met, as follows:
   a. Payment shall be made in one (1) lump sum within eight (8) months after the last day of employment unless the Unit Member is participating in the 403(b) Special Pay Plan. Retiring Unit Member shall designate on application within which month payment is desired. In no case will severance pay be made while the Unit Member is still receiving regular paychecks.
   b. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the 403(b) Special Pay Plan in the calendar year of

retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year. The remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.

c. The formula for payment shall be twenty-five percent (25%) of accrued Sick Leave days up through one hundred fifty (150) days; fifteen percent (15%) of additional accrued Sick Leave days up through three hundred forty (340) days; plus thirty-five percent (35%) of all additional accrued Sick Leave days. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the Unit Member's pay at retirement by the total number of days or fractional parts thereof as determined by the formula. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accrued by the Unit Member at that time.

d. If a Unit Member eligible for retirement and with five (5) years of service in this District is deceased before such retirement, severance pay will be made as though they retired, in accordance with the above formula. An application will be forwarded by the Treasurer to the estate of the deceased.

H. Retirement Incentive

1. Retiring Unit Members satisfying STRS requirements for retirement, with at least the last five (5) years of consecutive employment with the Board, may qualify, as an incentive, for additional severance pay, if they meet the criteria the first year eligible for retirement under the STRS established Eligibility Requirements as listed in Appendix I – either Eligibility Requirements for a) Unreduced Benefit, or b) Actuarially Reduced Benefit. If a Unit member declines retirement under the Eligibility Requirements for Actuarially Reduced Benefit but later qualifies for the Eligibility Requirements for Unreduced Benefit, they would be eligible for the incentive that year that they first became eligible for Unreduced Benefit. See Appendix I.
2. If a Unit Member achieves Eligibility Requirements for Unreduced Benefit but declines retirement at that time, the Unit Member shall be foreclosed from any other additional severance pay incentive that may be available with this Article. The additional severance pay shall be equal to one-half (½) of the Unit Members normal severance pay or eight thousand dollars ($8,000.00), whichever is more.
3. The Unit Member must formally submit notice of retirement/resignation in writing not later than December 1 of the year of retirement and must then retire by no later than June 30 of that year to receive the maximum benefit of the Retirement Incentive described in 2.

4. The Unit Member must formally submit notice of retirement/resignation in writing not later than January 1 of the year of retirement and must then retire by no later than June 30 of that year to receive additional severance pay equal to one-half (½) of the Unit Member's normal severance pay up to a maximum of eight thousand dollars ($8,000.00).
5. For retirement dates during the academic year, Unit Members must submit notice of retirement/resignation in writing at least sixty (60) days prior to the retirement date.
6. These provisions do not take away from a Unit Member's eligibility for normal severance pay.

I. Mileage Reimbursement

Unit Members, who by the nature of their service to the Board, are required to use their private automobiles as a part of this work, shall be reimbursed in a timely manner at the rate allowed by IRS per mile for each mile, or fraction thereof, so driven.

J. Insurance Benefits

1. The Board will make available medical insurance options to each Unit Member, a PPO option and two (2) HDHP options, covered by UHC. These plans will be described in summary and detail which the Board will provide to each Unit Member each October for all current Unit Members and within ten (10) days of a new Unit Member's first day of work or as soon as is reasonably possible. Insurance plans and specifications, and applicable premium payments are incorporated in Appendix J.
    a. PPO Plan - The Board shall contribute 78.03% of the premium for health insurance and the Unit Member shall contribute 21.97% of the premium for health insurance.
    b. HDHP (100) - The Board shall contribute 78.03% of the premium for health insurance and the Unit Member shall contribute 21.97% of the premium for health insurance.
    c. HDHP (90/10) - The Board shall contribute 85% of the premium for health insurance and the Unit Member shall contribute 15% of the premium for health insurance.
    d. If the rates increase by more than 10% annually, the parties agree to meet and determine methods to address the increase over 10% by implementing one or more of the following:
        (1) Change of benefit levels or co-pays,
        (2) Carrier changes,
        (3) Increase the percentage of the premium paid by the Unit Member,
        (4) And/or any other viable cost reduction method.

e. Beginning January 1, 2027, for the PPO Plan and HDHP (100), the Board shall contribute an amount toward the premium for health insurance equal to the amount of the Board contribution for the HDHP (90/10). The Unit Member shall contribute the remainder of the premium for health insurance.

2. A Health Savings Account (HSA) shall be available for each Unit Member who enrolls in the HDHP. The BOE shall determine the custodian for the HSA.
3. For Unit Members who are not enrolled in Medicare, the BOE will contribute to each participating Unit Member's HSA account, an amount equal to one thousand dollars ($1,000) for single coverage and two thousand dollars ($2,000) for family coverage. Unit Members may make additional contributions consistent with IRS regulations by payroll deduction.
    a. In the first pay of January, fifty percent (50%) of the BOE's contribution amount will be deposited to each participating Unit Member's HSA account and the remaining fifty percent (50%) will be deposited on the first pay of July.
4. Any contribution by the Unit Member to their HSA up to the maximum limits provided by law may, at the Unit Member's discretion, be made either by payroll deduction or in a lump-sum payment. Contributions made by payroll deduction may be modified during open enrollment. Unit Members may request to change their elected contribution outside the open enrollment period one time per plan year. The HSA shall be maintained by the individual Unit Member for their exclusive benefit and that of their beneficiaries. Distribution of funds from this HSA may be made at any time upon the discretion of the Unit Member. The Unit Member is responsible for substantiation of the distribution for qualified medical expenses.
5. Due to IRS regulations for those Unit Members who participate in Medicare or are covered under another health care plan such as Tricare and, therefore, are not eligible for an HSA, the BOE shall continue to provide an HRA option.
6. For Unit Members hired after January 1, 2018, the BOE shall provide access to either HDHP/HSA plan and not the PPO plan.
7. Unit Members hired after January 1, 2018 shall receive a BOE contribution to each participating member's HSA account in an amount equal to the prorated amount equal to one-twelfth ($\frac{1}{12}$) of the amount of a full-time employee calculated from the first day of the month of their first day of work for the remainder of their initial calendar year.
8. BOE contribution for part-time employees will be prorated based on their FTE.
9. When both spouses are employees of the Board and both were employed before January 1, 2018, they may be enrolled for one (1) family plan or two (2) single plans.

10. Re-employed Oakwood retirees (Retire/Rehire) who do not have a gap in service will retain the ability to choose the PPO or either HDHP plan.
11. The joint Health Insurance Committee shall be activated during this Agreement. Its duties will be to study hospitalization/health care plan alternatives, to review potential premiums, and to recommend the type and carrier of the medical insurance program and the benefit levels to be provided to the Superintendent by October 1, 2026. Any changes in type or benefit levels of the medical insurance program will be contingent upon approval of the parties to this Agreement via a Memorandum of Understanding. The insurance providers of the coverage within shall be at the choice of the Board. The Association shall be given thirty (30) days notice of any potential change in the choice of insurance providers.
12. A group dental plan will be made available for Unit Members. Ninety percent (90%) shall be paid by the Board. The plan specifications are incorporated in Appendix J included in this Agreement.
13. A group vision plan will be made available for Unit Members. One hundred percent (100%) shall be paid by the Unit Member. The plan specifications are incorporated in Appendix J in this Agreement.
14. A group income protection plan is available. The premium must be paid by the Unit Member, but payroll deductions may be made. Registration is open at times determined by the contract company.
15. The Board shall provide Term Life Insurance in the amount of twenty-five thousand dollars ($25,000) to each full-time and part-time Unit Member; the premium to be paid by the Board. The Board shall have ongoing choice of insurance carrier.
16. Ohio school employees, including Unit Members, are covered by Ohio Workers' Compensation laws. Unit Members are insured at school or away from school when engaged in bona fide work for the Board. They may be compensated for medical bills and loss of salary resulting from injury, provided they file a claim with the Treasurer as soon as possible.
17. Liability insurance coverage will be provided by the Board at no cost to the Unit Member in accordance with applicable Ohio law.
18. Unit Members working less than six (6) hours (student contact time) per day, or its equivalent shall have the Board's group health and dental care costs for their coverage(s) pro-rated as follows:
    a. 5 to 5.9 hours - .9 of full-time employee Board costs
    b. 4 to 4.9 hours - .75 of full-time employee Board costs
    c. 3 to 3.9 hours - .6 of full-time employee Board costs
    d. 1.5 to 2.9 hours - .4 of full-time employee Board costs

19. The Board may select any carrier and/or self-insure the insurance programs mentioned within this Section at any time, provided that the benefits accorded are substantially equivalent to the benefits outlined in Appendix J regarding health and dental insurance included in this Agreement.

K. Payment for Non-Use of Board Provided Family Health Insurance

1. The Board will provide a payment in lieu of health insurance for non-use of Board Provided Family Health Insurance Coverage to full-time Unit Members who have the ability to obtain health insurance elsewhere. Payment in lieu of will be made per the following conditions:
    a. Applicable only to full-time Unit Members of the Oakwood City Schools who have the ability to enroll in another health insurance plan which is not provided by the Oakwood City Schools.
    b. Full-time Unit Members who waive health insurance and provide proof of alternative coverage by December 31 for the full plan year (January 1 - December 31) will be eligible.
2. The Board will pay two thousand dollars ($2,000) to those Unit Members who waive health insurance and are eligible as indicated above. Payment will not be prorated for partial years, except in cases of retirement as outlined below.
    a. Eligible Unit Members who are not retiring will be paid by the second pay of January after the end of the plan year in which they waived coverage. Payments are not subject to retirement deductions nor calculated as salary for retirement purposes.
    b. Full-time Unit Members who waive health insurance and provide proof of alternative coverage for the full plan year, but retire after fully completing a school year, will be eligible for one-half ($\frac{1}{2}$) of the payment in lieu of health insurance. Eligible Unit Members who retire will receive one thousand dollars ($1,000) as a payment in lieu of added to their final severance payment.
3. This benefit is not applicable to any other types of insurance, including dental and life.

L. Dependent Tuition Attendance

Children/dependents of Unit Members employed prior to the 2000-2001 school year (June 30, 2000) and living outside the District, may attend Oakwood Schools, by paying the appropriate rate of tuition.

M. Compensation, Payments and Deductions

1. Pay Period

Unit Members shall receive twenty-four (24) pays, twice monthly, over a twelve (12) month period. Payments will be made on the tenth and twenty-fifth of each month. When a pay date falls on a weekend or a holiday, the pay date will be on the preceding work day.

2. Deduction
   Deductions shall be made in accordance with existing payroll policies and practices and shall not be altered without first consulting the Association. Deductions shall be permitted for tax sheltered annuity programs made available by the Board in accordance with its past practice.
3. Direct Deposit
   A Unit Member may designate depositories, limited to the amount permitted in the financial/payroll software. Direct Deposit must be for the full amount of the compensation. The Board and its agents shall not be liable for any other party's errors or omissions caused by direct payroll deposits. A Unit Member submitting a direct deposit change should do so in person to the payroll coordinator and should allow two (2) payroll cycles for the change.

N. Tax Sheltered Special Pay Plan

The Board shall develop and implement, where allowed by federal regulations, a tax sheltered 403(b) Special Pay Plan that allows for the tax sheltering of severance and special payments. In compliance with IRS rules and regulations, all retiring Unit Members fifty-five (55) years of age must participate in this special pay plan upon retirement. In compliance with IRS rules and regulations, retiring Unit Members under age fifty-five (55) are not eligible to participate. Neither the Board nor Unit Members will incur any administrative cost for this program.

O. Deferred Compensation Plans

The Board shall implement a 457 Deferred Compensation Plan for use by Unit Members.

P. IRS Section 125 Flexible Benefit Plan

The Board shall continue to provide each Unit Member the opportunity to participate in the current IRS Section 125 Flexible Benefit Plan under the same terms and conditions in effect during the 1995-1996 work year.

Q. Tuition Reimbursement

1. A list of eligible Unit Members shall be maintained by the Assistant Superintendent and the OTA President. Each eligible Unit Member may be compensated up to a maximum of six hundred dollars ($600.00) annually for graduate level coursework leading to an *initial* Master degree in education or the Unit Member's area of certification/licensure at an accredited university.

Pre-approval by the Superintendent or designee is recommended to insure that the course(s) is/are eligible for reimbursement.

2. To be eligible for graduate tuition reimbursement, Unit Members must meet the following criteria:
    a. Application (see Appendix G) for reimbursement must be submitted to the Superintendent or designee by October 15 of the reimbursement year, accompanied by an official transcript indicating successful completion of the course(s) (with a grade of B or above) and a receipt showing payment to the university.
    b. The Unit Member must be employed by the Board during the year of reimbursement.
    c. Payment shall be made for tuition only and shall not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, internet hookup, or other miscellaneous fees.
3. Graduate tuition reimbursement shall be made to a Unit Member no later than the second pay in December for course(s) taken by the Unit Member between September 1 and August 31 of the previous school year.

Article VIII - Professional Communications Council (PCC)

A. A committee shall be established as an aid to communications between the parties to this Agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of four (4) other persons appointed by the Superintendent, and the President of the OTA (or designee) and a maximum of four (4) additional persons selected by the OTA.

B. The Committee shall meet regularly, at least once every other month, throughout the year, except that meeting may be canceled by mutual agreement of the Superintendent and the President of OTA.

C. The Committee shall attempt to resolve any problems, general or specific, which may have system wide implications and which are brought before the Committee by either the Superintendent or the President of the OTA after the Complaint Procedure has been followed.

D. The Committee, in conjunction with the Treasurer, shall meet at least two (2) times throughout the year to monitor district finances.

Article IX - Local Professional Licensure Committee (LPLC)

A. The purpose of the Local Professional Licensure Committee is to review, and approve professional development plans for certificate/licensure renewal for all Oakwood School educators. The Ohio Department of Education titles this committee as the Local Professional Licensure Committee (LPLC).

B. The mission of the Local Professional Licensure Committee (LPLC) shall be to provide an efficient system for credential renewal for Oakwood educators by establishing criteria, guidelines, and procedures by which all professional development plans will be reviewed.

Recognizing that professional development plays a critical role in enhancing and vitalizing education in the Oakwood Schools, the LPLC shall encourage professional development experiences which expand and enrich student learning.

C. Committee Scope

The LPLC will:

a. Operate as a District committee.
b. Become knowledgeable regarding licensing regulations and endorsements.
c. Be knowledgeable regarding staff development and school improvement plans for Oakwood Schools.
d. Accept and approve Individual Professional Development Plans (IPDP).
e. Grant prior approval and final approval for professional development activities including contact hours for certificate/license renewal.
f. Determine a recommendation regarding certificate/license renewal.

2. Committee Size
   The LPLC shall consist of seven (7) members including five (5) Unit Members and two (2) administrators.
3. Committee Selection
   The five (5) Unit Members of the LPLC shall include four (4) OTA elected representatives from the buildings and one (1) representative appointed by the OTA Executive Committee. The election process shall be administered by the Oakwood Teachers' Association in accordance with yearly elections. The two (2) administrators on the LPLC shall be appointed by the Superintendent and shall include the Assistant Superintendent and one (1) building Principal.
4. Committee Term Lengths
   LPLC members will serve four (4) year terms with terms beginning July 1 and ending June 30. Members shall not succeed themselves on the committee.
5. Filling Committee Vacancies

Vacancies that occur during terms among the Unit Member representatives will be filled by recommendation of the OTA President. Administrative vacancies will be filled by recommendation of the Superintendent.

6. Committee Chair
   At the first meeting of each school year the members of the LPLC shall elect a Chairperson. The Chair shall conduct all LPLC meetings, communicate information to the members of the LPLC, represent the LPLC at appropriate meetings, and sign all appropriate records.
7. Committee Recorder
   The Assistant Superintendent shall serve as the LPLC Recorder and be responsible for all record keeping and correspondence.
8. Reimbursement
   Unit Members of the LPLC shall be paid at the curriculum development rate for all committee meetings which take place outside of contractual work days.

Article X - Professional Development Committee (PDC)

A. Two (2) administrators and five (5) Unit Members, elected by OTA, serve on the Professional Development Committee.
B. The committee is charged with developing a plan for resource allocation and for determining procedures that enable staff members to access District resources for professional development. Committee members serve four (4) year terms. Members shall not succeed themselves on the committee.
C. The role of individual committee members is to contribute to the development of the District-wide professional development vision and to provide accurate information to colleagues in their efforts to make plans and access resources for professional development.
D. Updates to the Professional Development Handbook will be highlighted prior to publishing the document each school year.
E. Compensation shall be accorded as mentioned in the Supplemental Assignments in Appendix A.

Article XI - Employment of Retired Certified Personnel

A. During the term of this Agreement, the Board is authorized to fill any bargaining unit vacancy with a previously retired certificated/licensed applicant (i.e., retired from any public school District in Ohio, including Oakwood City School District) subject to conditions provided below.

B. For purposes of salary schedule placement, a Previously Retired Teacher ("PRT") may be granted up to a maximum of ten (10) years service credit upon initial employment.

C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

D. PRTs will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. This provision shall supersede the renewal and nonrenewal provisions contained in ORC 3319.11.

E. PRTs may be re-employed from year to year under limitations described in paragraph D, above, with Board approval, but shall not be eligible for continuing contract status. This provision shall supersede the tenure provisions contained in ORC 3319.08 and 3319.11 and the provisions contained in Article IV(G) of this Agreement.

F. PRTs will begin accruing seniority from the date of rehire, but will start at zero (0) years of seniority.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment. This provision shall supersede the severance pay provisions contained in ORC 124.391 and Article VII(H) of this Agreement.

H. PRTs shall be eligible to participate in the District's hospitalization, dental, or other insurance programs offered to employees.

I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. The PRT must participate in the normal District application procedures. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of their last pre-retirement individual contract of employment in order to be considered for additional employment.

J. Oakwood PRTs will be initially evaluated under the Informal Evaluation Plan and will follow the building rotation as their employment continues. Mentoring is not mandated. Non-Oakwood PRTs will be evaluated under the Two (2) Observation Plan and Mentored.

K. PRTs shall be OTA members or Fair Share Fee Payers as provided in the Agreement.

L. PRTs may not participate in Unpaid Extended Leave or Sabbatical Leave.

M. PRTs shall be entitled to all other contract benefits available to bargaining Unit Members unless otherwise limited by specific provisions of this Article.

Article XII - Job Share Program

A. This program shall be voluntary only and each current employee desiring to participate shall find their partner from among current employees.

B. To be eligible, participants must have completed three (3) years in the Oakwood City School District, except in unusual circumstances.

C. Only two (2) employees may participate per each full-time equivalent position.

D. Application (Appendix H) for this program must be reviewed with your principal and filed annually with the Superintendent between December 1 and January 15 for the next school year.

E. The Superintendent shall have administrative flexibility in determining applicant eligibility, number of participants, and program guidelines.

F. In the event of any disagreement between the parties to this Agreement concerning the application or use of this Article, the Superintendent will settle the dispute and the decision shall be final and not subject to the grievance procedure.

G. Evaluation of this program will be ongoing.

Article XIII - Exceptional Needs Students

A. When determining class lists, building Principals will take into consideration the effects of the needs of students with exceptionalities on class size. The type of adaptations needed, the presence of an intervention specialist/educator and/or enrichment specialist in a given class, and the availability of educational aides, will also be considered important factors when determining pupil/educator ratios and class assignments.

B. Forms will be distributed the first week of school summarizing exceptional needs accommodations. Affected Unit Members will sign that they have received this form. When revisions are made, updates will be distributed to all affected Unit Members.

C. Unit Members may initiate a request for exceptional needs collaboration.

D. Any Unit Member who has a need to know information regarding an exceptional needs student has the option of requesting a review of the IEP/WEP following the District procedures for conducting IEP/WEP reviews.

E. Unit Members, including both classroom educators and intervention specialists, are encouraged to collaborate with the Principal during the process of assignment of students to classes. It is understood that the Principal has the final decision regarding student placement.

F. Whenever possible, curriculum committees will include Unit Member representation on behalf of exceptional needs students.

Article XIV - Conclusion

A. Topic/Headings

The topic headings and Table of Contents found within this Agreement are included solely for the convenience of the parties and are not to be construed as having substantive meaning for any purpose, including, but not limited to, language interpretation disputes.

B. Severability and Conflicts

If, during the term of this Agreement, there is a change in state or federal law, which would invalidate any provision of this agreement, as determined by a court of competent jurisdiction, or a state or federal agency having jurisdiction, such provision shall be considered severable from this Agreement and no other provision of this Agreement shall be affected by such determination. The parties will meet to negotiate any necessary

change in the Agreement relative to the affected provision within sixty (60) days by demand of either party. Any provision of this contract which may legally supersede federal law shall prevail. Unless otherwise specified, it is the intention of the parties that the provisions of this agreement and the rights and benefits defined herein shall supersede and replace any conflicting state laws or state rules and regulations, except where prohibited by Section 4117.10(A) of the Ohio Revised Code.

C. Form

The terms and conditions of employment established herein represent the entire Agreement of the parties. There are no oral agreements or practices carried forward during the term of this Agreement. For the entire term of this Agreement, each party voluntarily and unqualifiedly waives the right to negotiate, and further, each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

D. Effect

In the event any federal or state law conflicts with any provision of this Agreement, the federal or state law shall prevail and the provision or provisions so affected shall no longer be operative to the extent they were in conflict with law. Remaining portions of this Agreement shall continue in full force and effect for the duration of the Agreement. Any provision made wholly or partially inoperative by this provision shall be subject to immediate negotiations as provided for elsewhere in this Agreement.

E. Duration

This Agreement shall become effective July 1, 2025 and shall remain in effect through June 30, 2027. In agreement and witness of the foregoing provisions and following appendices constituting this whole Agreement, officials for the Board and Association do place their signature this 25th day of June 2025.

FOR THE BOARD:

PRESIDENT:

TREASURER:

SUPERINTENDENT:

FOR THE ASSOCIATION:

PRESIDENT:

James R. Lane

Appendix A - Supplemental Assignments

CO-CURRICULAR OR STUDENT ACTIVITY SUPPLEMENTALS

This category structure groups student activities that share characteristics of time commitment, organizational responsibility and complexity, visibility and communication needs, and student numbers. There will, of course, always be differences among activities in the same category, however, the overall balance among the factors is considered similar enough to warrant the same level of compensation.

Group A — Activities in this category typically involve a very substantial amount of time commitment, a very high degree of complexity and organizational responsibility, and large numbers of students. The duration of the activity may be concentrated into one part of the school year or continue throughout. The mix of these factors may vary from activity to activity, but a typical pattern is:

- has contact hours that exceed two hundred (200) hours outside the school day
- has large organizational responsibilities that may include managing expensive equipment
- has high visibility and heavy parental demands, and/or coordination with other internal and external parties
- involves more than thirty (30) regularly participating students

Group B — Activities in this category typically have high time commitment, significant organizational responsibilities, and many regular student participants. The mix of these factors may vary from activity to activity, but a typical pattern is:

- a year-long activity requiring one hundred fifty (150) or more contact hours outside of the school day
- has organizational responsibilities that are high, for example, coordinating a project
- requires extensive communication with faculty, staff, and parents over a long period of time
- involves more than twenty (20) regularly participating students

Group C — Activities in this category might include clubs that meet on a routine basis before school, at lunch, or after school. The mix of these factors may vary from activity to activity, but a typical pattern is:

- a year-long academic club requiring one hundred (100) or more contact hours outside the school day
- has moderate organizational responsibilities
- requires working with officers or a small group of students, with several special events or other high profile products
- involves more than ten (10) regularly participating students

Group D — Activities in this category meet less routinely than those in Group C. The mix of these factors may vary from activity to activity, but a typical pattern is:

- has up to one hundred (100) contact hours outside of school day
- has some organizational responsibility
- has some communication with students, faculty, or parents, and may have a special event
- involves between one (1) and ten (10) students

2025-2026 CO-CURRICULAR OR STUDENT ACTIVITY SUPPLEMENTAL ASSIGNMENTS,
(Adopted June, 2025)

Group A

Academic Decathlon (2)
Band Director
Debate Coach
Destination Imagination Advisor (2)
- if up to 3 advisors, all at B
Financial Literacy Course Facilitator
Orchestra Director
Speech Coach
Spring Musical Director (Cast)
Vocal and Synergy Director
Yearbook (Acorn)

Group B

Asst. Speech and Debate Coach
Asst. Spring Musical Director
Fall Play Director
Newspaper (Dome)
Quiz Bowl
Spring Musical Director (Orchestra)

Group C

6th Grade Band (2)
Drama Club
EdTV (2)
Elem. Chorus Director (2)
JH Play Director
JH Yearbook
Lumberjack Leaders (3)
Model UN (2)
OHS NHS (2)
Power of the Pen (2)
ROX Advisor (7)
Spring Musical Technical Advisor
Student Council (4)

Group D

Asst. Music Director
Circle of Friends
Director of 8th grade Field Trip
Ecology Club Advisor
Elem Muse Machine Coord.
Elem. Student Council (2)
Elem. Yearbook Advisor (2)
Engineering Team
Fall Play Technical Advisor
Foreign Language Honor Society Advisor
French Club Advisor
Handbell Choir
HS Interact Club
JH Academic Team
JH NHS
JH Student Council (2)
Outdoor Education Coordinator (2, 0.5)
Pep Band
School Store
Spanish Club Advisor
Tech Team (4)
Theater Supervisor

2025-2026 NON-CO-CURRICULAR OR STUDENT ACTIVITY SUPPLEMENTAL ASSIGNMENTS,
(Adopted June, 2025)

FLEXIBLE SUPPLEMENTAL CONTRACTS

Lange School (1)
E.D. Smith School (3)
Harman School (3)
Oakwood Junior High School (2)
Oakwood High School (4)

****

When a position is divided the total cost may not exceed the FTE. For example, LEVEL II – Weight Rm Supervisor (3) might be split into 6 positions with each person paid at .5

LEVEL I

High School Intervention Coordinator
JH Football Cheer Coach (2)
Mentor Teachers
STEM Champions (5)

LEVEL II

9/JV Basketball Cheer Coach (2)
High School Reserve Football Cheer Coach (1)
Noon Supervision - Elementary (11)
(1 person per each position)
Noon Supervision - Secondary (7)
(1 person per each position)
Weight Room Supervisor (3)

LEVEL III

ACT Prep Course Instructor, OHS (3)
Asst Jr High Cross Country Coach
Asst Jr High Field Hockey Coach
Asst Jr High Football Coach (2)
Asst Jr High Track Coach (3)
Asst Jr High Wrestling Coach
High School Athletic Event Supervisor (4)
High School On-Line Course Facilitator
PSAT Prep Course Instructor, OHS (2)
SAT Prep Course Instructor, OHS (2)
Varsity "O" Advisor

LEVEL IV

Asst Boys Golf Coach
Asst Girls Golf Coach
Asst Boys Lacrosse Coach (2)
Asst Girls Lacrosse Coach (2)
Asst Boys Tennis Coach
Asst Girls Tennis Coach
Jr High Athletic Event Supervisor
Jr High Baseball Coach
Jr High Basketball Cheer Coach (1)
Jr High Boys Basketball Coach (2)
Jr High Girls Basketball Coach (2)
Jr High Boys Lacrosse Coach (2)
Jr High Girls Lacrosse Coach (2)
Jr High Cross Country Coach
Jr High Field Hockey Coach
Jr High Football Coach (2)
Jr High Softball Coach
Jr High Track Coach
Jr High Volleyball Coach (2)
Jr High Wrestling Coach
Varsity Football Cheer Coach (1)
Weight Room Coordinator

LEVEL V

Asst Baseball Coach (2)
Asst Boys Soccer Coach (2)
Asst Cross Country Coach (2)
Asst Field Hockey Coach (2)
Asst Girls Soccer Coach (2)
Asst Softball Coach (2)
Asst Swim Coach (2)
Asst Track Coach (3)
Asst Volleyball Coach (1)
Cheerleader Coordinator
Department Chairpersons (+ $50 per teacher)
- English • Fine Arts • Guidance • Lead Therapist
- Math • Practical Arts • Preschool Supervisor
- Science • Social Studies • Special Education
- World Language

MTSS Chairperson (4)
Professional Dev. Committee Members (5)
Technology Integration Support (4)
Varsity Basketball Cheer Coach (1)

LEVEL VI

Asst Boys Basketball Coach (3)
Asst Football Coach (5)
Asst Girls Basketball Coach (3)
Asst Wrestling Coach (2)

LEVEL VII

Lange School Teacher Leader
Varsity Boys Golf Coach
Varsity Girls Golf Coach
Varsity Boys Tennis Coach
Varsity Girls Tennis Coach

LEVEL VIII

Varsity Baseball Coach
Varsity Cross Country Coach
Varsity Field Hockey Coach
Varsity Boys Lacrosse Coach
Varsity Girls Lacrosse Coach
Varsity Boys Soccer Coach
Varsity Girls Soccer Coach
Varsity Softball Coach
Varsity Swim Coach
Varsity Track Coach
Varsity Volleyball Coach

LEVEL IX

Jr High Athletic Director
Varsity Boys Basketball Coach
Varsity Girls Basketball Coach
Varsity Football Coach
Varsity Wrestling Coach

Appendix B - Supplemental Forms

Proposed Student Activity Supplemental Form

Proposed Activity _____ Building _____

Name of Advisor _____

I. Expected Student Contact Time (beyond educator contract day)

A. Frequency of student meetings

B. Length of meetings

C. Describe what will be taking place during meetings and when they will be held.

II. Organizational responsibilities / complexity (include volunteers here)

A. Describe what will be required to organize and execute the group's mission.

B. How many volunteers will be used throughout the time this group is active?

III. Visibility / communication with groups

A. Describe events that will be in the public eye.

B. Describe the expected frequency and types of communication required for the group to function.

IV. Expected number of student participants

A. Predicted number of regular student participants

B. Total number of students that may be impacted by the activity

Student Activity Supplemental Tracking Form

Activity _____ Building _____

Name of Advisor _____

I. Student Contact Time (beyond teacher contract day)

A. Frequency of student meetings

B. Length of meetings

C. Describe what is taking place during meetings and when they are held.

II. Organizational responsibilities / complexity (include volunteers here)

A. Describe what is required to organize and execute the group's mission.

B. How many volunteers are used throughout the time this group is active?

III. Visibility / communication with groups

A. Describe events that are in the public eye.

B. Describe the frequency and types communication that help the group function

IV. Student participants

A. Number of regular student participants

B. Total number of students impacted by the activity

Appendix C - Supplemental Salary Schedule

Supplemental Index 2025-2027

BASE	47,516		2025-2026			
Level	0 to < 5 yrs Experience		5 to <10 yrs Experience		10 + yrs Experience	
9 / A	7,032	0.148	7,793	0.164	8,220	0.173
8	6,320	0.133	6,937	0.146	7,317	0.154
7	5,132	0.108	5,702	0.120	5,940	0.125
6	4,039	0.085	4,467	0.094	4,657	0.098
5 / B	3,469	0.073	3,754	0.079	3,944	0.083
4	2,756	0.058	2,994	0.063	3,184	0.067
3	1,996	0.042	2,138	0.045	2,233	0.047
2 / C	1,663	0.035	1,806	0.038	1,853	0.039
1 / D	1,188	0.025	1,235	0.026	1,283	0.027
Flexible	450	450	450	450	450	450

BASE	48,704		2026-2027			
Level	0 to < 5 yrs Experience		5 to <10 yrs Experience		10 + yrs Experience	
9 / A	7,208	0.148	7,987	0.164	8,426	0.173
8	6,478	0.133	7,111	0.146	7,500	0.154
7	5,260	0.108	5,844	0.120	6,088	0.125
6	4,140	0.085	4,578	0.094	4,773	0.098
5 / B	3,555	0.073	3,848	0.079	4,042	0.083
4	2,825	0.058	3,068	0.063	3,263	0.067
3	2,046	0.042	2,192	0.045	2,289	0.047
2 / C	1,705	0.035	1,851	0.038	1,899	0.039
1 / D	1,218	0.025	1,266	0.026	1,315	0.027
Flexible	450	450	450	450	450	450

* All partial supplemental positions will receive a full year of experience.

Appendix D - Other Compensation Salary Schedule

Hourly rates for the following assignments or other duties designated by the superintendent will be paid at the hourly rate for MA +0 (185 days, 7.5 hours per day):

School Year	Hourly Rate
25-26	$37.50
26-27	$38.44

Saturday School
A.M./P.M. Detention
Home Instruction
Academic Decathlon Prep
LPLC Comm.
Mentor Comm.
*Curriculum Development
*Textbook Selection

*Curriculum Development and Textbook Selection to be pre-approved by Superintendent

High School Summer School (three (3) hours of instruction plus a maximum of one (1) hour of plan)

Summer and School Year Intervention: Secondary and Elementary (one (1) hour instruction plus a maximum of one-half ($\frac{1}{2}$) hour preparation)

Credit Flex per approved plan and outside contracted day

Optional Professional Development Days — $150.00 per day (25-26); $154.00 per day (26-27)

Board-Approved, Overnight Student Trips (without supplemental or other compensation) — One (1) day substitute pay per night. One (1) comp day may be substituted for one (1) day of substitute pay.

Sub Coverage Compensation

Coverage for a Period: When, at the request of an administrator, an educator voluntarily serves as an internal substitute, the affected educator shall receive extra compensation of three-fourths (¾) of hourly rate MA +0 per hour, or a fraction thereof; this applies if this results in the educator having no planning/prep period on the given day or otherwise determined appropriate by the administrator.

School Year	Rate
25-26	$28.13
26-27	$28.82

Appendix E - Salary Schedules

2025 - 2026 (3% base increase)

	BA	BA +15	MA	MA +15	MA +30	MA +45
0	$47,516	$49,179	$52,030	$54,406	$57,162	$59,870
	1.000	1.035	1.095	1.145	1.203	1.260
1	$49,559	$51,222	$54,453	$56,829	$59,490	$62,151
	1.043	1.078	1.146	1.196	1.252	1.308
2	$51,602	$53,265	$56,877	$59,252	$61,818	$64,432
	1.086	1.121	1.197	1.247	1.301	1.356
3	$53,646	$55,309	$59,300	$61,676	$64,194	$66,712
	1.129	1.164	1.248	1.298	1.351	1.404
4	$55,689	$57,352	$61,723	$64,099	$66,522	$68,993
	1.172	1.207	1.299	1.349	1.400	1.452
5	$57,732	$59,395	$64,147	$66,522	$68,898	$71,274
	1.215	1.250	1.350	1.400	1.450	1.500
6	$60,345	$62,008	$66,760	$69,136	$71,512	$73,887
	1.270	1.305	1.405	1.455	1.505	1.555
7	$62,959	$64,622	$69,373	$71,749	$74,125	$76,501
	1.325	1.360	1.460	1.510	1.560	1.610
8	$65,572	$67,235	$72,224	$74,600	$76,976	$79,352
	1.380	1.415	1.520	1.570	1.620	1.670
9	$68,185	$69,848	$76,026	$78,401	$80,777	$83,153
	1.435	1.470	1.600	1.650	1.700	1.750
10	$70,799	$72,462	$77,926	$80,302	$82,678	$85,054
	1.490	1.525	1.640	1.690	1.740	1.790
11	$73,412	$75,075	$80,777	$83,153	$85,529	$87,905
	1.545	1.580	1.700	1.750	1.800	1.850
12	$76,026	$77,689	$83,628	$86,004	$88,380	$90,755
	1.600	1.635	1.760	1.810	1.860	1.910
13	$78,639	$80,302	$86,479	$88,855	$91,231	$93,606
	1.655	1.690	1.820	1.870	1.920	1.970
14	$80,872	$82,535	$89,330	$91,706	$94,082	$96,457
	1.702	1.737	1.880	1.930	1.980	2.030
15	$83,010	$84,673	$92,181	$94,557	$96,933	$99,308
	1.747	1.782	1.940	1.990	2.040	2.090
18	$85,766	$87,429	$96,077	$98,453	$100,829	$103,205
	1.805	1.840	2.022	2.072	2.122	2.172
21	$88,855	$90,518	$99,308	$101,684	$104,060	$106,436
	1.870	1.905	2.090	2.140	2.190	2.240
24	$90,518	$92,181	$101,209	$103,585	$105,961	$108,336
	1.905	1.940	2.130	2.180	2.230	2.280
27	$93,131	$94,794	$104,393	$106,768	$109,144	$111,520
	1.960	1.995	2.197	2.247	2.297	2.347
31	$94,082	$95,745	$106,531	$108,907	$111,282	$113,658
	1.980	2.015	2.242	2.292	2.342	2.392

2026 - 2027 (2.5% base increase)

	BA	BA +15	MA	MA +15	MA +30	MA +45
0	$48,704	$50,409	$53,331	$55,766	$58,591	$61,367
	1.000	1.035	1.095	1.145	1.203	1.260
1	$50,798	$52,503	$55,815	$58,250	$60,977	$63,705
	1.043	1.078	1.146	1.196	1.252	1.308
2	$52,892	$54,597	$58,299	$60,734	$63,364	$66,042
	1.086	1.121	1.197	1.247	1.301	1.356
3	$54,987	$56,691	$60,782	$63,218	$65,799	$68,380
	1.129	1.164	1.248	1.298	1.351	1.404
4	$57,081	$58,786	$63,266	$65,702	$68,185	$70,718
	1.172	1.207	1.299	1.349	1.400	1.452
5	$59,175	$60,880	$65,750	$68,185	$70,621	$73,056
	1.215	1.250	1.350	1.400	1.450	1.500
6	$61,854	$63,559	$68,429	$70,864	$73,299	$75,735
	1.270	1.305	1.405	1.455	1.505	1.555
7	$64,533	$66,237	$71,108	$73,543	$75,978	$78,413
	1.325	1.360	1.460	1.510	1.560	1.610
8	$67,211	$68,916	$74,030	$76,465	$78,900	$81,336
	1.380	1.415	1.520	1.570	1.620	1.670
9	$69,890	$71,595	$77,926	$80,361	$82,797	$85,232
	1.435	1.470	1.600	1.650	1.700	1.750
10	$72,569	$74,273	$79,874	$82,310	$84,745	$87,180
	1.490	1.525	1.640	1.690	1.740	1.790
11	$75,248	$76,952	$82,797	$85,232	$87,667	$90,102
	1.545	1.580	1.700	1.750	1.800	1.850
12	$77,926	$79,631	$85,719	$88,154	$90,589	$93,024
	1.600	1.635	1.760	1.810	1.860	1.910
13	$80,605	$82,310	$88,641	$91,076	$93,511	$95,947
	1.655	1.690	1.820	1.870	1.920	1.970
14	$82,894	$84,599	$91,563	$93,999	$96,434	$98,869
	1.702	1.737	1.880	1.930	1.980	2.030
15	$85,086	$86,790	$94,486	$96,921	$99,356	$101,791
	1.747	1.782	1.940	1.990	2.040	2.090
18	$87,911	$89,615	$98,479	$100,914	$103,350	$105,785
	1.805	1.840	2.022	2.072	2.122	2.172
21	$91,076	$92,781	$101,791	$104,226	$106,662	$109,097
	1.870	1.905	2.090	2.140	2.190	2.240
24	$92,781	$94,486	$103,739	$106,175	$108,610	$111,045
	1.905	1.940	2.130	2.180	2.230	2.280
27	$95,460	$97,164	$107,002	$109,438	$111,873	$114,308
	1.960	1.995	2.197	2.247	2.297	2.347
31	$96,434	$98,138	$109,194	$111,629	$114,065	$116,500
	1.980	2.015	2.242	2.292	2.342	2.392

Appendix F - Educator Evaluation Forms

Evaluation Timeline
Professional Growth Plan (PGP)
Professional Growth Plan (PGP) - Counselor
Professional Improvement Plan (PIP) - Notification Letter
Professional Improvement Plan (PIP)
Walkthrough
High Quality Student Data (HQSD) Verification
Post-observation Conference
Final Holistic Rating - Two/Three Observation
Final Holistic Rating - Informal
Final Holistic Rating - Counselor
Ohio Teacher Evaluation System (OTES) Rubric
Ohio School Counselor Evaluation System (OSCES) Rubric

Appendix G - Application for Tuition Reimbursement

Name _____ Date _____

Building _____ Assignment _____

Social Security Number _____

_____ Pre-Approval _____ Final

College or University _____

Semester/Quarter (e.g., Fall '07) _____

Is course part of work required for Master Degree? _____ Yes _____ No

When is Master Degree expected to be awarded? _____

Course Code and Title:

1. _____
2. _____
3. _____

Amount to be reimbursed $_____ (cannot exceed $600 total per year)

Signature _____ Date _____

1. Attach OFFICIAL transcript and proof of payment to Application.
2. Return Application to Oakwood Schools Board Office no later than October 15 for Final Application for Reimbursement of Previous Year September 1 – August 31.

_____ Pre-Approved for Reimbursement pending documentation and completion.

_____ Approved for Reimbursement of $_____.

_____ Not Approved for Reimbursement.

Approval Signature _____ Date _____

Appendix H - Application for Job-sharing

_____
Dates – program implementation

Teachers Requesting "Job-Sharing" Arrangements

Name	Name
Address	Address
Phone	Phone
Percentage of School Day	Percentage of School Day
Current Assignment	Current Assignment
Signature	Signature

Please respond to the following and attach a document to this cover page.

1. Give a brief background of the current position for which you would like to Job-Share.
2. How will this position change as a result of Job-Sharing.
3. Both partners are responsible for professional development, open house activities, related staff functions and communication and collaboration between the partners and with staff. Exceptions to building level meetings will be at the discretion of the administration. How will other responsibilities be divided? Be sure to include information about students (including special needs students), schedules, duties, curriculum extended time (if applicable).
4. How will the benefit package be divided? Include information about sick days, personal days, and medical, dental, and life insurance.
5. What will the educational benefits be for the students, the District, and the teachers who are Job-Sharing?

Turn this application in to the Superintendent after reviewing with your Principal between December 1 and January 15.

Approved: _____ _____ _____
Principal Location Date

Approved: _____ _____
Superintendent Date

Appendix I - Retirement Eligibility Incentive

Please note that this page is informational ONLY and subject to change per STRS.

Members enrolled in the STRS Ohio Defined Contribution Plan or Combined Plan should request a *Service Retirement and Plans of Payment* brochure specific to their plan for information about their retirement income options.

STRS Ohio's primary purpose under the Defined Benefit Plan is to provide lifetime benefits for the retired member. Members qualify for lifetime unreduced benefits after meeting one of the eligibility requirements indicated in Table 1 below.

Table 1

Eligibility Requirements for Unreduced Benefit	
For Retirement Dates	Minimum Age and Years of Service
6/1/2025 - 5/1/2030	Any age and 32 yrs; or age 65 and 5 yrs.*
6/1/2030 - 5/1/2032	Any age and 33 yrs; or age 65 and 5 yrs.*
On or after 6/1/2032	Any age and 34 yrs.; or age 65 and 5 yrs.*

If a member retires before the age and years of service requirements shown in Table 1, benefits are reduced. Eligibility requirements for lifetime actuarially reduced benefits are indicated in Table 2 below.

Table 2

Eligibility Requirements for Actuarially Reduced Benefit	
For Retirement Dates	Minimum Age and Years of Service
6/1/2025 - 5/1/2030	Any age and 27 yrs.; or age 60 and 5 yrs.*
6/1/2030 - 5/1/2032	Any age and 28 yrs.; or age 60 and 5 yrs.*
On or after 6/1/2032	Any age and 29 yrs.; or age 60 and 5 yrs.*

If you leave Ohio public service and do not withdraw your STRS Ohio account, you will be eligible to receive a benefit when you meet one of the age and service requirements listed in Table 1 or Table 2.

The effective retirement date is the first day of the month following the latter of the last day of teaching or other Ohio public service, or attainment of age and service requirements. Credit which was certified before retirement may be purchased up to three months following the effective date of retirement.

*Must have 5 years of qualifying service credit, which includes: earned credit with STRS Ohio, Ohio Public Employees Retirement System (OPERS), or School Employees Retirement System (SERS); restoration of credit with STRS Ohio, OPERS, or SERS; interrupted teaching due to military service; and transferred credit from Ohio Police & Fire Pension Fund, Highway Patrol Retirement System, or Cincinnati Retirement System.

Appendix J - Healthcare Information

Insurance Premiums

UHC Benefit Summary - PPO

UHC Benefit Summary - HDHP (100%, no co-insurance)

UHC Benefit Summary - HDHP (90% / 10% co-insurance)

CVS Caremark

Delta Dental Benefit Summary

VSP Vision Benefit Summary

MEMORANDUM OF UNDERSTANDING

Developing and Teaching Distance Learning and On-line Courses

The Oakwood City Board of Education (Board) and the Oakwood Teachers Association (Association) hereby enter into this Memorandum of Understanding.

This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2025 through June 30, 2027 as if written therein. The terms and conditions of this Memorandum are as follows:

1. The number of distance learning and on-line courses offered will be subject to the approval of the Principal and department chairperson.

2. Participation in distance learning and on-line courses will be voluntary on the part of Unit Members.

3. There will be no reduction in Unit Members due to offering distance learning or on-line courses.

4. Minimum and maximum student enrollment in distance learning and on-line courses will be consistent with classroom guidelines.

5. The number of hours of compensation for development of distance learning and on-line courses will be mutually determined by the Unit Member, Department Chairperson and Principal.

6. Compensation for distance learning and on-line courses developed for the Board will be at the curriculum rate of pay.

7. A Unit Member may develop distance learning and/or on-line courses and retain copyrights in accordance with Board policy. No compensation will be offered.

8. Any Unit Member who teaches a distance learning or on-line course shall be compensated as follows:

    a. If the course is a separate preparation for the Unit Member and taught outside the school day, the Unit Member shall be compensated at 20% (⅕) of the BA base for a full credit course and 10% of the BA for a half-credit course.

    b. If the course is not a separate preparation for the Unit Member and is taught outside the school day, the Unit Member shall be compensated at 16.7% (⅙) of the BA base for a full credit course and 8.34% (1/12) of the BA base for a half-credit course.

    c. If the course is a separate preparation for the Unit Member and is taught during the school day, as defined in Article IV, G of the Agreement, the Unit

Member shall be compensated at 3.5% of the BA base for a full credit course and 1.75% for a half-credit course.

d. If the course is part of the assigned courses, as defined in Article IV, G of the Agreement, for the Unit Member for that semester or year, no extra compensation will be provided.

9. The Board and Association will review this Memorandum of Understanding for modification and renewal after one (1) year of actual implementation of the Memorandum of Understanding.

All other provisions of the negotiated Agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

In agreement and witness to all of the above, the Board and Association respective Agents place and date their signatures.

Oakwood City Schools

Neil Gupta

Neil Gupta, Superintendent

7/2/2025

Date

Oakwood Teachers Association

James R. Lane

~~Matt Deters~~, James R. Lane President

7/7/25

Date

MEMORANDUM OF UNDERSTANDING

Insurance

The Oakwood City Schools Board of Education (Board) and the Oakwood Teachers' Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2025 to June 30, 2027 as if written therein. The following terms and conditions of this Memorandum are as follows:

The continuation of insurance benefits and wage payments through August 31 shall apply to Unit Members who submit a written notice of resignation or retirement and fulfill all contractual obligations through the conclusion of the instructional year.

Eligible Unit Members will receive:

a. Pay according to their regular salary distribution schedule through August 31 of the same year.
b. Insurance benefits (health, dental, vision, etc.) will continue through August 31.
c. The employee's termination date will be reported as August 31 for the purposes of benefits and COBRA notification.

This agreement shall not apply to employees who:

a. Resign or retire effective before the end of the instructional year;
b. Are non-renewed and not otherwise covered by this agreement;
c. Fail to meet contractual obligations prior to separation.

James R. Lane

Matt Deters, President OTA & Date

James R. Lane

Neil Gupta 7/2/25

Neil Gupta, Superintendent & Date

MEMORANDUM OF UNDERSTANDING

Retirement Incentive

The Oakwood City Schools Board of Education (Board) and the Oakwood Teachers' Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2025 to June 30, 2027 as if written therein. The following terms and conditions of this Memorandum are as follows:

This MOU establishes a shared understanding that balances flexibility for employees impacted by STRS changes with the need to maintain the integrity and intent of the district's retirement incentive program.

A. If a Unit Member becomes newly eligible for retirement solely due to a change in STRS policy during the current school year (e.g., adjustments to minimum age or years of service), and was not previously eligible under the prior STRS rules, that Unit Member will be eligible to receive the district's retirement incentive during the first year of eligibility under the new rules and the next school year.

   Example: STRS changes the eligibility during the 2024-2025 school year, and a Unit Member is newly eligible to retire because of the rule change. The Unit Member will be eligible for the retirement incentive for the 2024-2025 school year and the 2025-2026 school year.

B. However, if a Unit Member was already eligible to retire under STRS Unreduced guidelines prior to a rule change and chose not to retire, they will not be considered first eligible, and will not be eligible for the district retirement incentive in subsequent years, regardless of changes to STRS rules.

   Example: STRS has different years of service requirements for first-time retirement eligibility over several years. An Unit Member is initially eligible during the 2029-2030 school year with 32 years service but chooses to not retire. The Unit Member is ineligible for the retirement incentive even though the STRS retirement requirement for the 2030-2031 school year is 33 years of service.

James R. Lane

~~Matt Deters,~~ President OTA & Date

James R. Lane

Neil Gupta 7/2/25

Neil Gupta, Superintendent & Date