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NORTH COLLEGE HILL BOARD OF EDUCATION
of the
NORTH COLLEGE HILL CITY SCHOOL DISTRICT
HAMILTON COUNTY, OHIO

MASTER CONTRACT

NORTH COLLEGE HILL EDUCATION ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

Effective:
AUGUST 1, 2025 THROUGH JULY 31, 2027

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ARTICLE I:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

1.0101 The North College Hill City School District Board of Education, hereinafter referred to as the "Board", recognizes the North College Hill Education Association, an affiliate with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the exclusive and sole bargaining unit as defined herein.

1.0102 The Board agrees to negotiate with and recognizes the Association as the sole and exclusive bargaining agent for the certificated staff as defined herein, having the right to represent exclusively the members of the bargaining unit and the right to unchallenged and exclusive representation for the duration of this Contract.

1.0103 The Association has the full rights and privileges of exclusive representation as defined in Chapter 4117 of the Ohio Revised Code.

1.02 BOARD RECOGNITION

1.0201 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the District and as the employer of all personnel of this District under state law.

1.0202 The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and by which the District will be governed as provided by Sections 3313.20 and 3313.47 and Chapter 4117 of the Ohio Revised Code, except as modified by this Contract.

1.03 DEFINITIONS

1.0301 Bargaining Unit:
The bargaining unit covered by this Contract is defined as all certificated/licensed personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all Assistant Superintendents, administrative assistants, principals and assistant principals, supervisors, and all others for whom certification/license in supervision or administration is required as a condition of employment, substitute teachers, teachers' aides, and all other non-certificated/licensed employees of the Board and administrative personnel as defined in ORC 4117.

1.0302 Member of the Bargaining Unit:
Member as used herein shall mean member of the bargaining unit.

1.0303 Days:
Refers to normal postal delivery days unless otherwise indicated.

1.0304 Good Faith:
Good faith is defined as the willingness to consider, propose, and make counterproposals in an effort to reach a mutually-agreed position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is

obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.

1.0305 Party:
Shall be construed to mean the Association and/or the Board.

ARTICLE II:
COLLECTIVE BARGAINING

2.01 REQUEST FOR NEGOTIATIONS

The Association and the Board shall mutually agree upon the dates, the time and the location of the negotiations sessions before April 15th. The Association shall email a letter confirming the date, time and location of the negotiations sessions.

2.02 PROFESSIONAL NEGOTIATION SESSIONS

2.0201 The parties shall meet at a time and place as established under Section 2.01 of this Article for the first negotiation session.

2.0202 A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

2.0203 Specific written proposals shall be exchanged by the parties at the first session unless otherwise mutually agreed. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless mutually agreed

2.0204 The agenda for the subsequent session shall be determined at the end of each session.

2.0205 All sessions shall be scheduled after school hours unless otherwise mutually agreed.

2.03 NEGOTIATION TEAMS

2.0301 Each team shall consist of up to five (5) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.

2.0302 Each team may call upon professional and lay consultants (in addition to their team members) to present testimony and facts concerning matters under discussion. No more than two (2) consultants may be used by each team in any negotiation session. The cost of such consultants shall be borne by the party using their services. The team using a consultant shall provide notice of that fact one (1) day prior to the session naming the person who will make the presentation and the subject of same.

2.0303 Each team may have up to two (2) observers present at each session. The observers may not participate in the bargaining process. In no event shall the total number of team members and observers exceed seven (7) at any session.

2.0304 While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their teams will be clothed with all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach tentative agreement.

2.04 INFORMATION

The parties agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter(s) under negotiation.

2.05 CAUCUS

Either team may call for a caucus at any time. A caucus shall not be for longer than one (1) hour unless an extension is mutually agreeable to both teams.

2.06 PROPOSALS

Negotiation proposals shall in form and detail specify that to which agreement is sought so that without clarification or supplementation and, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto.

2.07 ITEM AGREEMENT

As the teams reach tentative agreement on negotiation items, the items shall be reduced to writing and initialed by both teams. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be revised or withdrawn by either team at any time during the negotiations process.

2.08 AGREEMENT

2.0801 When tentative agreement on all issues is reached through negotiations, the outcome will be reduced to writing, signed by the spokespersons of both negotiation teams, and submitted to the Association's membership for its consideration with a recommendation for acceptance by the Association's bargaining team, and to the Board for its consideration with a recommendation for acceptance by its team.

2.0802 The ratification vote by the Association's membership shall be communicated in writing to the Board President by the Association President. Upon receipt of that written notification that the Association has ratified that tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of that tentative agreement.

2.0803 If the agreement is ratified and approved by both the Association and the Board, it shall become part of the minutes of the Board and shall become an amendment to and included in this Contract.

2.0804 The Contract shall treat all members of the bargaining unit equally.

2.09 IMPASSE - MEDIATION/ARBITRATION

2.0901 If an agreement has not been reached after sixty (60) days from the first meeting with the bargaining teams, either party may declare impasse and call for the services of

the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2.0902 The mediation period shall be thirty (30) calendar days from the first meeting with the mediator. After the thirty (30) day period has expired and if an agreement has not been reached, then the impasse procedures of this Contract shall be deemed to have been completed and an impasse shall exist.

2.0903 After completion of the impasse procedures contained in this Contract, and if agreement has not been reached as provided herein, and if the contract provisions being negotiated have expired, then in that event, the Association shall have the right to exercise its strike option as provided in ORC 4117 so long as it has complied with the requirements of ORC 4117 to do so. It is agreed that this impasse procedure shall supersede or replace the impasse procedure contained in ORC 4117.

ARTICLE III:
ASSOCIATION RIGHTS

3.01 ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights as the sole and exclusive agent of the bargaining unit. No other organization which does and/or may desire status as the agent of the bargaining unit shall be granted these organizational rights.

3.02 BULLETIN BOARDS

The Association shall have the use of a bulletin board in the teachers' lounge in each building.

3.03 PAYROLL DEDUCTION

3.0301 Dues for the Association and all of its affiliates as established in the Association constitution shall be accomplished by the Board Treasurer in accordance with the Payroll Deduction provision of this Contract on the basis of one (1) deduction per pay period from the pay of each member who so requests.

3.0302 All the dues of the Association and its affiliates which are deducted from each member's paychecks shall be forwarded by the Board Treasurer or his/her designee to the Association Treasurer by direct deposit.

3.04 INTER SCHOOL MAIL AND ELECTRONIC COMMUNICATIONS EQUIPMENT

The Association may use the inter school mail system and other electronic communications and technological equipment.

3.05 SCHOOL MAILBOXES

The Association may use the mailboxes if a copy of any material placed in the mailbox is provided the building principal simultaneously with its placement in the mailbox.

3.06 EQUIPMENT

Upon the request directed to the principal, and if not in use for educational purposes, the Association building representative(s) may use, in the building, copiers, overhead projector, computers, software, and other electronic equipment, provided the Association pays the cost of any supplies used while operating said equipment or damage done to the equipment as a result of the negligent operation of same by the building representative.

3.07 USE OF BUILDINGS

If the Association desires to use a portion of a building for Association business, it shall direct a request to the principal. If the building is available, the Association may use same on the date requested.

3.08 BOARD AGENDA

The Association President or his/her designee shall be contacted when an agenda is completed for dispersal and shall receive copies of all agendas for Board meetings and copies of all approved Board minutes via email. Copies of agendas and minutes shall be provided to all Association building representatives via email.

3.09 ASSOCIATION-ADMINISTRATION MEETINGS

The Superintendent and/or his/her designee shall meet with the Association President and/or his/her designee, if requested by either party, at mutually convenient times, to discuss matters of concern.

3.10 ASSOCIATION LEAVE

The Board shall authorize leave with pay to a maximum collective total of ten (10) days each school year for members elected or appointed to represent the Association at Association meetings, conferences, and conventions for valid educational purpose. To be valid, such request shall be submitted by the Association President to the Superintendent.

3.11 OPENING DAY AGENDA

Upon request, a member of the Association shall be included on the agenda of the opening day meeting for a period of thirty (30) minutes (or less if requested by the Association).

3.12 ACCESS

The Association President or his/her designee may visit the bargaining unit members of each school of the District before and after the student day at that school and during the duty-free lunch periods of those members. Either prior to or immediately upon arrival of the Association President or his/her designee at any school, he/she shall advise that building principal or that principal's designee of his/her desire to visit the member(s) of the bargaining unit of that school and secure the permission of that principal or that principal's designee to make the visit. Permission shall not be unreasonably withheld.

3.13 SCHOOL DIRECTORY

A digital copy of the directory shall be provided to the Association President each year. Each year a directory is not provided, the Association President shall receive a list of all bargaining unit members and their addresses and telephone numbers, unless unlisted, no later than October 1 of that year.

3.14 PUBLIC INFORMATION

Upon Association request, the Association shall receive a copy of all public information at the same charge that is required of any taxpayer of the District.

ARTICLE IV:
GRIEVANCE PROCEDURE

4.01 GRIEVANCE POLICY

4.0101 The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby the bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievance(s). Such procedure shall be available to all members and no reprisals, of any kind, shall be taken against any member initiating or participating in the procedure.

4.0102 The purpose of the grievance procedure is to secure at the lowest possible level solutions to grievances without fear of reprisal.

4.0103 Both parties agree that grievance procedures shall be kept as informal as appropriate to all levels of this procedure.

4.02 DEFINITIONS

4.0201 Grievance:

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the negotiated Contract entered into between the Board and the Association.

4.0202 Grievant:

A. A grievant is any bargaining unit member(s) having a grievance.

B. If a grievance affects more than one (1) bargaining unit member but less than the entire bargaining unit, a group grievance may be filed with members affected by the grievance signing same.

C. If a grievance affects the entire bargaining unit, the Association may file a grievance in writing at Step Three.

4.0203 Day:

A. Day as used herein shall mean member workday during the period of time beginning with the first day of work until May 1 of each work year.

B. From May 1 until the start of the next work year, day shall mean postal delivery day.

C. However, extensions of time limits shall be granted if a witness(es) and/or the grievant(s) is(are) not available for a hearing within the required time at that step.

4.03 STEP ONE

4.0301 Any member(s) having a grievance shall first discuss such grievance with his/her building principal, or his/her designee, within twenty (20) days of the occurrence of the act or condition which is the basis of said grievance. The member shall advise the principal, or his/her designee, at this meeting that this is Step One of the grievance procedure.

4.0302 The building principal or his/her designee shall reply within three (3) days of this meeting to the grievant(s) with reference to the grievance.

4.04 STEP TWO

4.0401 If the building principal or his/her designee's reply does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) shall have the right to lodge a written grievance with his/her building principal or his/her designee within ten (10) days of the receipt of the reply of that building principal or his/her designee at Step One. Failure to file a written grievance within ten (10) days of the receipt of the building principal or his/her designee's reply at Step One shall constitute a waiver of the grievance.

4.0402 The written grievance shall be on a standard form on the hard drive supplied by the Board and shall be available in a folder marked "High School", "Middle School", or "Elementary School."

A. The form shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific Board policy, building policy and/or provisions of the Contract allegedly violated, misinterpreted or misapplied.

B. A copy of such grievance shall be filed with the Superintendent.

4.0403 The member shall have the right to request a hearing before the building principal or his/her designee.

A. If such a hearing is requested, the member shall be advised in writing of the time, place and date of the hearing, which shall occur at a time mutually agreeable within ten (10) days of the request for such hearing.

B. The hearing between the member and the building principal or his/her designee shall involve those two (2) parties only, unless either of the parties request and notifies the other party in writing at least three (3) days in advance of the scheduled hearing that they wish to be represented by another employee of the District and/or representative, in which case, both parties may be represented by an employee of the District and/or a representative.

4.0404 The building principal or his/her designee shall take action on the grievance within ten (10) days after his/her receipt of said grievance or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing on the standard form and copies sent only to the grievant and the Superintendent.

4.05 STEP THREE

4.0501 If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such an appeal within ten (10) days from receipt of the

form containing the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

A. Upon request, a hearing shall be conducted by the Superintendent, or his/her designee, within ten (10) days after the receipt of the request.

B. The grievant shall be advised in writing of the time, place and date of such hearing which shall be at a time mutually agreeable, and shall have the right to be represented at such hearing by counsel or by a representative of the Association.

4.0502 The Superintendent or his/her designee shall take action on the appeal of the grievance within ten (10) days after receipt of the appeal, or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing on the standard form at the time the action is taken and copies sent only to the grievant and the building principal or his/her designee.

4.06 STEP FOUR

4.0601 If the grievant is not satisfied with the decision at Step Three, the grievant only, with the consent of the Association, may appeal the decision to binding arbitration within ten (10) days of receipt of the Superintendent's decision. The decision of the arbitrator shall be binding on all parties.

4.0602 The notice of appeal at Step Four shall be filed with the Board Treasurer.

4.0603 The parties shall request a list of arbitrators from the American Arbitration Association.

A. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified.

B. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.

4.0604 The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the grievant, the Board and the arbitrator.

4.07 ARBITRATOR - WRITTEN DECISION

4.0701 Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written decision. The decision shall be transmitted simultaneously to the grievant and the Board.

4.0702 The arbitrator shall not have the power to add to, subtract from or modify this Contract.

4.08 EXPENSES

The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representative.

4.09 MISCELLANEOUS

4.0901 A grievance may be withdrawn at any step without prejudice or record.

4.0902 No reprisal(s) of any kind shall be taken by or against any party(ies) in interest, any participant(s) in the grievance procedure, or any member(s) by reason of such participation.

4.0903 Should a hearing scheduled at Step Three or Step Four require the grievant(s), Association Representative, and/or witnesses to be released from his/her/their regular assignments, he/she/they shall be released without loss of pay.

4.0904 All documents, communications and records dealing with the processing of each grievance shall be filed in a confidential file separately from the personnel files of the participants.

4.0905 Any time limits set forth in the grievance procedure may be extended by mutual agreement of the parties concerned. Such an extension shall be expressed in writing.

ARTICLE V:
EMPLOYMENT PRACTICES / MEMBER RIGHTS

5.01 PERSONNEL RECORDS

5.0101 File Location

A personnel file of each member shall be maintained at the Superintendent's office. This shall be considered a confidential file and the only official file of recorded information of professional staff members maintained by the Board and Administration.

5.0102 Review of File

A. If a bargaining unit member wishes to review the file maintained by the Board on him/her, he/she shall make a request to the Superintendent. The member may review the file within two (2) business days in the presence of the Superintendent or his/her designee during regular office hours at the central office.

B. The following persons may review the Board's file on a bargaining unit member:

(1) Board members
(2) Superintendent
(3) Assistant Superintendent
(4) Building principal or administrative personnel
(5) Secretary to the Superintendent or Assistant Superintendent
(6) Those persons so authorized by the affected member
(7) Treasurer
(8) Assistant to the Treasurer

C. Any person reviewing a file other than the Superintendent, Assistant Superintendent, Treasurer, or their secretaries fulfilling clerical functions, shall sign a notice indicating he/she has reviewed the file and said notice shall remain as a part of the file.

5.0103 Contents of File

A. All material placed in the personnel file of the member shall include the following:

(1) The date the item was placed in the file.
(2) If the information being placed in the file is evaluative or of a disciplinary nature, the member in whose file the entry is being made shall date and initial the document indicating he/she has received a copy of it. If the member refuses to initial the material, it may be placed in the file with a notation by the administrator and a witness, that the member refused to initial the material.

B. The member's initialing shall not indicate agreement with the contents of the material, but indicates only that the material has been inspected by that member. He/she will also be told that he/she has the opportunity to reply to such material with a written statement to be attached to the filed copy.

5.0104 Removal of Materials From File

A. The information in the personnel file may be removed upon mutual agreement of the member and the Superintendent.

B. The member shall file a written request for removal of material with the Superintendent and serve a copy on the administrator involved if the administrator is still an employee of the Board.

5.0105 Anonymous Materials

Anonymous letters or material shall not be placed in a member's file nor shall they be made a matter of record.

5.0106 Prohibitions

At no time nor under any circumstances will the non-public information in any file be open to the public or to any person not authorized by the member except as otherwise provided herein to the extent permitted by law.

5.0107 Copies of Materials

A. A member will be entitled to a copy of any material in his/her file, except pre-employment information, free of charge.

B. Anyone, other than those individuals listed in Section 5.0102, requesting copies of material contained in a member's file will be provided only that information authorized by ORC Chapter 1347 to be released to said individual. If a person other than those listed in Section 5.0102 is provided copies of material contained in a member's file, the member shall be notified of the identity of the person to whom the material was released and the nature of the information provided.

5.0108 Relationship to Chapter 1347 Ohio Revised Code

The rules governing the personnel files as outlined in this Article shall be supplemental to and in addition to Chapter 1347 of the Ohio Revised Code.

5.02 TEACHER EVALUATION SCHEDULE AND PROCEDURES

The following observation procedures shall be utilized for those teachers not required to be evaluated under the Ohio Teacher Evaluation System.

Teachers evaluated under OTES shall be evaluated in accordance with Board policy and the attached Memorandum of Understanding, which can be grieved by the Association.

5.0201 Pre-Observation

A. At a meeting prior to October 1 each year, the principal shall review the evaluation procedure with his/her teachers and answer any questions teachers may have about the process. Teachers absent from this scheduled meeting shall be responsible for information covered at the meeting, and shall solicit answers to questions not covered at the meeting within a period of fifteen (15) days of the meeting.

B. No professional staff member shall be evaluated on his/her classroom performance except after observations of the classroom work of the professional staff member by the administrator(s)/supervisor(s) charged with the responsibility of evaluating the professional staff member.

5.0202 Nature of Observation

A. Observations of work performance of a member of the bargaining unit shall be conducted with the knowledge of the bargaining unit member.

B. Formal observation denoted later shall be for at least thirty (30) consecutive minutes. Members of the bargaining unit may be observed on other occasions at the discretion of the administration and said observations may be for less than thirty (30) minutes if deemed appropriate by the administrator(s)/supervisor(s).

5.0203 Observation Schedule Eligibility

A. First year limited contract teachers shall be on schedule A"; satisfactory performance will result in indefinite placement on schedule "B".

B. Teachers eligible for tenure shall be on schedule "A". Satisfactory performance shall result in indefinite placement on schedule "B".

C. Tenured teachers on "new assignment" shall be on schedule "B"; with satisfactory performance the subsequent year, they shall enter the tenured teacher sequence beginning with schedule "C".

D. The sequence for tenured teachers shall be C, D1, D2, C, D1, D2, etc.

E. Any teacher with unsatisfactory performance who has not been terminated shall be evaluated on schedule "A" the following year.

F. The primary responsibility for observing performance of teachers lies with building administrators/supervisors. The following observation schedules are minimums not maximums and members of the bargaining unit may be observed on other occasions. In any year an administrator may assign a teacher to observation schedule "A" or "B".

(1) Schedule "A" requires at least two (2) evaluations with at least two (2) formal observations each. The first two (2) formal observations shall be completed prior to January 31. The other two formal observations shall be completed between February 1 and March 31. By February 10 and April 10, respectively, the teacher shall be provided with a written evaluation which shall include information derived from the two (2) formal observations and any other evaluative information deemed appropriate to support the evaluation.

(2) Schedule "B" requires one (1) evaluation and at least two (2) formal observations. Formal observations shall be completed before March 31. By April 10, the teacher shall be provided with a written evaluation which shall include information derived from the two (2) formal observations and any other evaluative information deemed appropriate to support the evaluation.

(3) Schedule "C" requires one (1) evaluation and one (1) formal observation. The observation is to be completed prior to May 15. By the end of the school year the teacher shall be provided with a written evaluation which shall include information derived from the formal observation and any other evaluative information deemed appropriate to support the evaluation.

(4) Schedule D1 is the first year of self-evaluation.

(5) Schedule D2 is the second year of self-evaluation.

5.0204 Formal Post-Observation Procedures

A post-observation conference will occur and a written report will be given to the teacher for signature within five (5) school days of the observation. The five (5) day guideline may be extended by mutual agreement of the teacher and the evaluator or if extenuating circumstances arise from extended absence on the part of either party.

5.0205 Administrative Assistance

Should deficiencies be observed, the evaluator shall provide the professional staff member with written recommendations for improving the deficiencies noted. Evaluators may recommend that teachers critique video tapes, do self-evaluations, develop and pursue job targets, try alternative instructional techniques, prepare more detailed lesson plans, etc. In addition, it shall be the staff member's responsibility to independently develop and utilize any other strategies necessary to improve his/her deficiencies.

5.0206 Formal Evaluation Report

A. A conference between the evaluator and professional staff member shall be held at which time the evaluation report will be reviewed. This report shall be placed in the staff member's personnel file after he/she has had the opportunity to review such material. The professional staff member will acknowledge that he/she has had the opportunity to review said material by affixing his/her signature to a copy of the evaluation report to be filed. It is understood that the teacher's signature in no way indicates agreement in whole or in part with the contents of the observation(s) or evaluation. If a teacher fails to sign the evaluation after being given the opportunity to do so, this fact will be noted on the form and the form will be placed in the file without the signature.

B. The professional staff member shall have the right to submit a written response to any material included in an evaluation. This written response will be submitted to the immediate supervisor for review and a copy shall be provided for attachment to the evaluation in the personnel file housed at Central Office.

5.0207 This schedule does not have to be followed if an employee cannot be observed because of absenteeism, except that an evaluation will be provided by April 10th based on available observation evaluations and other available materials.

5.0208 A teacher up for contract renewal consideration shall be evaluated pursuant to 3319.111 of the Ohio Revised Code. The provisions of 5.02 of this contract shall not govern the evaluation of a teacher up for contract renewal consideration except that the time lines set forth in 5.0203 (F)(1) shall be applicable and supersede and replace the time lines contained in 3319.111, Ohio Revised Code .

5.03 TERMINATION - FROM OHIO REVISED CODE 3319.16 AND 3319.161

5.0301 The contract of a teacher may not be terminated except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the board of education; or for other good and just cause. Before terminating any contract, the employing board shall furnish the teacher a written notice signed by its treasurer of its intention to consider the termination of his contract with full specification of the grounds for such consideration. The board shall not proceed with formal action to terminate the contract until after the tenth day after receipt of the notice by the teacher. Within ten days after receipt of the notice from the treasurer of the board, the teacher may file with the treasurer a written demand for a hearing before the board or before a referee, and the board shall set a time for the hearing which shall be within thirty days from the date of receipt of the written demand, and the treasurer shall give the teacher at least twenty days' notice in writing of the time and place of the hearing. If a referee is demanded by either the teacher or board, the treasurer shall also give twenty days' notice to the superintendent of public instruction. No hearing shall be held during the summer vacation without the teacher's consent. The hearing shall be private unless the teacher requests a public hearing. The hearing shall be conducted by a referee appointed pursuant to section 3319.161 of the Revised Code, if demanded; otherwise, it shall be conducted by a majority of the members of the board and shall be confined to the grounds given for the termination. The board shall provide for a complete stenographic record of the proceedings, a copy of the record to be furnished to the teacher. The board may suspend a teacher pending final action to terminate his contract if, in its judgment, the character of the charges warrants such action.

5.0302 Both parties may be present at such hearings, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to

be issued by the treasurer of the board. In case of the failure of any person to comply with a subpoena, a common pleas judge of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt. Any member of the board or the referee may administer oaths to witnesses. After a hearing by a referee, the referee shall file his report within ten days after the termination of the hearing. After consideration of the referee's report, the Board by a majority vote may accept or reject the referee's recommendation on the termination of the teacher's contract. After a hearing by the board, the board by majority vote may enter its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision, after hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from the minutes, and if the teacher has suffered any loss of salary by reason of being suspended, he shall be paid his full salary for the period of such suspension.

5.0303 Any teacher affected by an order of termination of contract may appeal to the court of common pleas of the county in which the school is located within thirty days after receipt of notice of the entry of such order. The appeal shall be an original action in the court and shall be commenced by the filing of a petition against the board, in which petition the facts shall be alleged upon which the teacher relies for a reversal or modification of such order of termination of contract. Upon service or waiver of summons in said appeal, the board shall immediately transmit to the clerk of said court for filing a transcript of the original papers filed with the board, a certified copy of the minutes of the board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the board or a certified transcript of all evidence adduced at the hearing or hearings before the referee, whereupon the cause shall be issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it deems advisable, at which it may consider other evidence in addition to the transcript and record.

5.0304 Upon final hearing, the court shall grant or deny the relief prayed for in the petition as may be proper in accordance with the evidence adduced in the hearing. Such an action is a special proceeding within the purview of section 2505.02 of the Revised Code and either the teacher or the board may appeal therefrom.

5.0305 In any court action the board may utilize the services of the prosecuting attorney or city solicitor or director of law as authorized by section 3313.35 of the Revised Code, or may employ other legal counsel.

5.0306 For the purpose of providing referees for the hearings required by section 3319.16 of the Revised Code, the superintendent of public instruction shall compile a list of resident electors from names that he shall solicit annually from the state bar association.

5.0307 Upon receipt of notice that a referee has been demanded by a teacher or by a board of education, the superintendent of public instruction shall immediately designate three persons from such list, from whom the referee to hear the matter shall be chosen, and he shall immediately notify the designees, the teacher, and the board of the school district involved. If within five days of receipt of the notice, the teacher and board are unable to select a mutually agreeable designee to serve as referee, the superintendent of public instruction shall appoint one of the three designees to serve as referee. The appointment of the referee shall be entered in the minutes of the Board. The referee appointed shall be paid his usual and customary fee for

attending the hearing which shall be paid from the school district general fund upon vouchers approved by the superintendent of public instruction and presented to the treasurer of the district. No referee shall be a member of, an employee of, or teacher employed by the board of education nor related to any such person by consanguinity or marriage. No person shall be appointed to hear more than two contract termination cases in any school year.

5.04 NONRENEWAL OF LIMITED CONTRACTS

The limited contract of a teacher shall be non-renewed as provided in 3319.11, Ohio Revised Code, except upon appeal, the issue shall be whether or not the Board complied with Section 3319.111, Ohio Revised Code, and the time lines contained in 5.0203 (F)(1) of the contract rather than the time lines contained in 3319.111, Ohio Revised Code.

5.05 REDUCTION IN FORCE

5.0501 Procedures

A. If it becomes necessary to reduce the total number of teaching positions from one school year to another as the result of declining pupil enrollment or for financial reasons, reduction by attrition will be used to the extent possible. Financial reasons shall not include a financial shortfall created as the result of the Board voluntarily reducing the voted millage and then refusing to place an operating levy on the ballot.

B. Reduction in force shall be defined as the reduction of, the elimination of, or the failure to fill a position in the bargaining unit.

1. If it becomes necessary to reduce the number of staff positions of members of the bargaining unit for the reasons set forth in R.C. §3319.17 of the Ohio Revised Code, upon recommendation of the Superintendent, the Board shall first suspend the contracts of members within each teaching field affected, giving preference to those on continuing contract. In implementing the reduction, the Board shall identify the staff person(s) currently assigned to a position or assignment to be reduced.

2. Seniority shall not be the basis for making a decision regarding a reduction in force except between teachers who have comparable evaluation. A teacher's evaluation rating for the purposes of reduction in force shall be based on a rolling three-year average and shall not include student growth measures. The order of reductions shall be:

   1st: Limited contract teachers with ineffective rating
   2nd: Limited contract teachers with developing rating
   3rd: Limited contract teachers with skilled and accomplished rating
   4th: Continuing contract teachers with ineffective rating
   5th: Continuing contract teachers with developing rating
   6th: Continuing contract teachers with skilled and accomplished rating.

5.0502 Association Notice

A. When it is determined that a staff reduction is necessary, the Superintendent shall give notice and a list of those members who he/she intends to

recommend for contract suspension because of declining enrollment or for financial reasons to the Association President by April 1, except in emergency situations.

B. The Association may meet with the Superintendent as provided herein by Article III, Association Rights.

5.0503 Seniority

A. Seniority as used in this Contract shall mean the number of continuous years of District service commencing with the most recent date of employment by the Board.

(1) Seniority shall be determined further by next considering the date of each member's first day of work in the District.

(2) If the date of initial employment by the Board and the first day of work of two (2) or more members coincide, the times and dates on which those members accepted District employment shall be controlling as to seniority.

(3) Paid leaves of absence shall not be considered a break in seniority.

B. Members whose contracts are suspended due to a staff reduction shall not be considered to have a break in seniority if said members are returned to active contract status within the first forty-five (45) workdays of the member work year during which the first year of contract suspension is effective.

5.0504 Suspension Rights

Each member who has been notified that his/her teaching contract has been suspended shall be granted the following rights:

A. The right to review seniority and certification records. This right shall be available to members whose contracts have been suspended pursuant to a reduction in force.

B. The right to immediate reinstatement to his/her former teaching contract status if a position opens for which the member is certificated.

C. The right to resign after July 10. The Board shall accept without reservation the resignation of each member with a suspended teaching contract who requests said resignation after July 10.

5.0505 Recall

A. Any member whose contract is suspended because of declining enrollment or for financial reasons will be placed on a priority list for re-employment for two (2) years.

(1) If a vacancy occurs in such a member's area of certification, qualified members on the priority list will be considered for the vacancy before consideration of outside applicants.

(2) If a member refuses an offered vacancy for which he/she is certificated, his/her name shall be removed from the priority list and the Board's obligation hereunder terminated.

The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused, or non-deliverable notices, as well as failure to respond within ten (10) days of the posting of the notice, shall constitute refusal of vacancy.

5.0506 5.05 of the contract shall supersede and replace 3319.17 of the Ohio Revised Code.

5.06 VACANCIES, TRANSFERS AND ASSIGNMENTS

5.0601 During each member work year the Superintendent or his/her designee shall post electronic notices of all District vacancies for the next school year. Positions filled during the member work year shall be declared vacant for the following school year. Each posting shall include the qualifications necessary for the vacancy, information on how to apply, and the deadline for applications. If a member(s) wishes to be notified of vacancies or supplemental duties, he/she shall so notify the Superintendent or his/her designee who then shall notify that member of such vacancies.

5.0602 During each of the months of June, July, and August a current list of vacancies, including the buildings in which the vacancies exist, shall be posted electronically. To receive lists of vacancies during these months, each bargaining unit member desiring said lists shall furnish the Superintendent or his/her designee electronically for this purpose. The member also shall furnish the Superintendent or his/her designee a list of the position(s), should it/they become vacant, for which the member wishes to receive a notice(s).

5.0603 Each vacancy notice shall be posted electronically on the district website for no fewer than seven (7) calendar days if posted prior to the end of the school year. Vacancies posted after the end of the school year and before July 10 and prior to the start of the next school year shall be posted, however, said positions may be filled at any time after the posting in the discretion of the Superintendent. Each member who submits a voluntary transfer request form for a specific vacancy shall be considered for a posted vacancy occurring prior to July 10 before it is filled but the administration may interview other candidates for the position during the posting time. The term vacancy shall be limited to positions to be filled for the next school year occurring as a result of newly created positions, transfers, resignations, retirements, leaves, deaths, and contract suspensions.

5.0604 Voluntary Transfers

A. Each bargaining unit member who wishes to transfer shall be considered for that transfer only after completing and date-signing the necessary form (Appendix "C"). Each member applying for a transfer shall receive a written acknowledgment of a receipt of his/her request from the Superintendent or his/her designee.

B. No member requesting a transfer shall be limited to a maximum number of requests, but the offer of any vacant position by the Superintendent or his/her designee for which that member has applied, and acceptance of that position by the member, shall automatically eliminate that member from further consideration for voluntary transfer for the current school year unless there is a

mutual agreement between the member and the Superintendent or his/her designee to consider a further voluntary transfer.

(1) All requests for transfer shall be kept by the Superintendent or his/her designee until the beginning of the following school year.

(2) A member may revoke his/her request for transfer at any time prior to his/her acceptance of that transfer.

5.0605 Involuntary Transfers

A. The term "involuntary transfer" shall mean an administration-initiated transfer of a member which has not been requested by that member.

B. The Superintendent is delegated with the sole discretion to assign and transfer members in the District.

(1) Nevertheless, upon request, a member being transferred involuntarily may meet with the Superintendent and be provided the written reasons for the transfer.

(2) If a member requests, he/she may be accompanied by an Association representative.

C. Performance of or refusal to accept a supplemental duty(ies) shall not be a determining factor when involuntary transfers are made except for Foreign Language Teacher/Foreign Language Club, Instrumental Music/Bands and Orchestra, Vocal Music/Vocal Music Director, English Drama Teacher/Director of Dramatics and forensics.

5.0606 Orientation

A. It shall be the responsibility of the Administration to provide adequate orientation when each involuntary transfer occurs.

B. Such orientation shall include:

(1) texts and materials (teacher's and student's);
(2) course of study;
(3) responsibilities and duties;
(4) building manuals; and,
(5) a tour by a building administrator of the building facilities to which the member is to be assigned.

5.0607 Moving of Classroom Materials

A. It shall be the responsibility of the Board to provide transportation/custodial personnel for the purpose of moving classroom materials when a transfer occurs.

B. The District accepts no liability for loss or damage of members' personal property.

5.0608 Assignment

An employee's teaching assignment for the next year shall be considered definitive if he/she is not notified of a change in assignment at least twenty-one (21) calendar days prior to the first day of school. Any necessary changes in assignment occurring less than twenty-one (21) days prior to the start of school shall be discussed with the individual members involved in the same manner as involuntary transfers if requested by the member being reassigned.

5.0609 Part-Time Assignments

A. If a regular full-time member elects to perform duties which are less than seven (7) periods (high school) or seven (7) hours (elementary), his/her status for seniority purposes shall not be disturbed and each year of service, although less than full-time, shall count as an additional year for seniority purposes as long as the member works a minimum of one hundred twenty (120) days within that year.

B. Members accepting a reduction in hours may reclaim a full-time teaching assignment for the next school year in accordance with seniority by notifying the Superintendent no later than March 1 of the preceding school year of his/her desire to do so.

C. The Superintendent may require a part-time teacher to accept full-time employment when pupil enrollment and/or scheduling would warrant a full-time assignment in the judgment of the Superintendent.

5.07 TEACHERS ELIGIBLE FOR TENURE

5.0701 Any teacher who will be eligible for continuing contract/tenure at the end of the contract year must advise the building principal in writing on or before October 1 of that fact. The teacher shall send a copy of this notice to Central Office to be included in the member's personnel file.

5.0702 Continuing contract eligibility shall be determined in accordance with the provisions of Ohio law.

ARTICLE VI:
WORKING CONDITIONS

6.01 SCHOOL CALENDAR

6.0101 The Association President shall provide input for the calendar before the draft copy is received. The Association shall be furnished the proposed school calendar by the Superintendent or his/her designee at least twenty-one (21) calendar days in advance of the submission by the Superintendent or his/her designee of his/her school calendar recommendation to the Board.

6.0102 The Superintendent or his/her designee will consider any proposed calendar if presented by the Association to him/her at least ten (10) days before he/she makes his/her recommendation on the school calendar to the Board. In addition, the Superintendent or his/her designee will provide the Association President or his/her designee a copy of his/her school calendar recommendation no fewer than seven (7) calendar days prior to submitting it to the Board.

6.0103 In the event a school calendar is changed and/or amended, the Association President or his/her designee will be consulted by the Superintendent or his/her designee for the Association's input on changes and/or amendments no fewer than seven (7) calendar days prior to its submission to the Board.

6.0104 The calendar and/or any amendments thereto shall be determined by the Board.

6.02 IN-SERVICE AND RECORD-KEEPING DAYS

6.0201 Each year the teacher contract year shall include a maximum of one hundred eighty-seven (187) work days. There shall be no more than one hundred eighty (180) days on which students are scheduled to attend. Teachers shall not be required to report for the first five calamity days.

6.0202 One half of one work day at the beginning of each school year shall be designated for teacher self-directed work.

6.0203 A teacher's contract year shall consist of one-half of one day at the end of the first grading period and one-half of one day at the end of the second grading period for teacher self-directed work. The work can be done away from school and will not be reflected in the school calendar. Teachers will be required to work on the last day of the contract year after the final grading period, which is normally a non-student day. One-half of one day (second-half of the day) will be set aside for teachers to turn in their grades and comply with the necessary requirements for checking out of the building at the end of the year. The teacher will be dismissed for the second-half of the final contract day when their work has been completed.

6.0204 At the prerogative of the Central Office Administration, early release, or late start of students may be scheduled not more than once per month (except in the first and last months of the school year, which shall have no early release days). These in-service times are in addition to extended meeting times authorized under Master Contract language 6.0303(C)(1). In-service for teaching staff shall be held on these early release student days and shall last no longer than one (1) hour past the end of the normal workday as provided for in 6.0303(C).

6.0205 Staff attendance is required at in-service programs. Any request for approved absence from in-service programs must be submitted in writing at least seventy-two (72) hours in advance. Any absence must be approved by the Central Office Administration.

6.03 MEMBER WORKDAY AND PLANNING TIME

6.0301 Elementary Schools K-4

A. The length of the workday for members of the bargaining unit shall be four hundred fifty (450) consecutive minutes, including each member's thirty (30) minutes for duty-free lunch.

B. All members who work full-time at an elementary school(s) and who are classroom teachers shall be granted planning time at all such times as their pupils are being instructed by music, art and physical education teachers and/or at recess, except when it is the member's duty to supervise the recess.

C. In no case shall planning time for each member who works full time at an elementary school(s) total less than two hundred (200) minutes per week.

D. A reasonable effort will be made to schedule thirty (30) continuous minutes of planning time per day for elementary teachers. Should the teacher present a feasible alternative, at no increased cost, that overcomes a scheduling problem, the plan shall be implemented if approved by the Administration.

E. Music, art, physical education, counselors and librarians shall have planning time scheduled without assigned students and without assigned duties. These special teachers teach non-core classes. The core classes are math, science, social studies and language arts.

6.0302 Secondary Schools 5 -12

A. The length of the workday for members shall be four hundred sixty (460) consecutive minutes including each member's thirty (30) minutes for duty-free lunch. All members who work full time in the secondary schools shall have a daily planning period. Such a planning period shall be for no less than one (1) regularly scheduled class period in length.

B. All other members who work full time at the secondary schools and are not classroom teachers shall be granted planning time totaling no less than one hundred fifty (150) minutes per week.

6.0303 All Schools

A. Each member(s) who works full-time and who spends more than fifty percent (50%) of the work week in an elementary school shall have no less than one hundred fifty (150) minutes planning time each week. Each member(s) who works full time as a classroom teacher and who spends more than fifty percent (50%) of the work week in a secondary school(s) shall have a daily planning period that shall be no less than one (1) regularly scheduled secondary school class period in length.

B. The granting of the planning time/period to members shall not be cause for lengthening the workday, the school year, or the member work year.

C. Members may be required to attend meetings and perform duties occurring before or after the workday when so directed by the administration and/or the Board except as specifically limited hereafter.

(1) No member shall be required to attend more than one (1) faculty meeting each month which lasts past the end of the workday; this meeting shall last no longer than one (1) hour past the end of the workday. In an extreme emergency, members may be required by the building principal and/or Superintendent and/or assistant superintendent to attend a faculty meeting which occurs prior to the start of the workday -- such meeting may begin no more than thirty (30) minutes prior to the beginning of the member workday. An "extreme emergency" shall mean an unforeseen emergency of which that building principal and/or Superintendent and/or assistant superintendent did not have sufficient knowledge to hold a meeting prior to the end of the member workday preceding the member workday when the meeting is held. In addition, the subject(s) of all emergency faculty meetings shall be subject(s) which must be discussed with the faculty before the start of that student day. If no actual meeting

is held or the meeting lasts less than one (1) hour, members shall not be required to stay beyond the length of the actual meeting.

(2) No member shall be required to attend any meeting(s) and/or perform any duty(ies) which lasts past 9:30 p.m., unless said meeting(s) and/or duty(ies) is/are required as part of his/her supplemental contract(s).

(3) No member shall be required to attend any meeting(s) and/or perform any duty(ies) on any Saturday(s) and/or Sunday(s) unless said meeting(s) and/or duty(ies) is/are required to be performed as part of his/her supplemental contract(s).

(4) A member shall not be required to attend more than four (4) events outside of the work day. High school staff shall be required to attend the commencement ceremony at the end of the school year as one of the designated meetings.

(5) Members shall not be required to attend meetings during plan time during the student day except for conferences with parents, special education compliance meetings, 504 meetings, and/or individual meetings with building administration. Members may be required to attend instructional coaching during one plan period per week but, if required, shall receive a six hundred dollar ($600) stipend.

D. Members may volunteer to perform duties which are not required of them. There will be no reprisals for those members who do or do not volunteer.

6.0304 The amount of time involved for meetings and duties required to be performed by members outside of the regular workday on a District-wide basis shall not be increased above that which is being required on a District-wide basis as of the execution of this Contract. If the Board and/or the administration desires to increase said amount of time, this negotiated Contract shall be followed.

6.04 BUILDING ADVISORY COMMITTEE

6.0401 If requested, the building administrator shall meet once a month with a committee of three (3) persons elected by all of the members in the building to discuss building concerns.

6.0402 Matters discussed shall not include personal problems of individual members. The principal will be given a copy of the members' agenda at least five (5) calendar days prior to the meeting.

6.0403 Unresolved matters shall be referred to the Labor-Management Committee.

6.05 TRAVELING TEACHER

6.0501 The term "traveling teacher" shall be defined as a member of the bargaining unit who has been assigned regular teaching duties in more than one (1) building in the District in any workday or work week.

6.0502 The traveling time required of any member shall not cause his/her workday to exceed that of the workday as defined in this Contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) consecutive minutes in length.

6.0503 Any member who is required to use his/her personal automobile in order to fulfill his/her regular teaching assignment shall be reimbursed mileage for the use of said automobile for miles traveling between the buildings to perform said regular teaching duties at the IRS rate per mile in effect on January 1st of the preceding school year.

6.06 FIELD TRIPS

If the principal/designee approves a field trip, students shall be transported by Board vehicles if available. In the event Board vehicles are not available for the approved field trip, bargaining unit members may be permitted to utilize personal vehicles for this purpose provided it is approved by the principal in advance in writing. However, no member of the bargaining unit shall be required to use his/her own vehicles to transport students on a field trip. If the principal/designee authorizes a member of the bargaining unit to use his/her own vehicles to transport students on approved field trips, the bargaining unit member shall be insured under the Board's first carrier insurance while utilizing his/her automobile for this purpose.

6.07 STUDENT TEACHER

6.0701 No bargaining unit member shall be required to accept a student teacher. The refusal to accept a student teacher shall not be reflected in any way in that member's evaluation. Any remuneration supplied by a college and/or university for student teacher supervision shall be paid directly to the District.

6.0702 In the event a member who is a cooperating teacher deems it necessary to recommend the termination of the assignment of a student teacher, a conference shall immediately be arranged between the cooperating teacher, building principal, and student teacher. The building principal will invite the student teacher's immediate supervisor to attend. No student teachers/observers shall be placed with a first year teacher.

6.08 COMMITTEES AND TASK FORCE

6.0801 No bargaining unit member shall be required to serve on any Board or Administration initiated committee(s) or task force(s) except committee(s) or task force(s) necessary to implement courses of study, competency testing, and/or maintain North Central Association accreditation.

6.0802 The appointment and subsequent acceptance of a member to such a committee and/or task force shall not be considered a part of the regular duties and/or assignments of that member. Neither the member's acceptance nor rejection of the appointment to such a committee, nor the member's job performance on such a committee shall be reflected in any way in that member's evaluation.

6.0803 Members who serve on the Local Professional Development Committee (LPDC) shall be compensated at the rate of thirty-five dollars ($35.00) per hour, to a maximum of one thousand dollars ($1,000.00) per year. Four (4) members of the LPDC must vote in the affirmative in order to call a committee meeting.

6.09 INTERNAL SUBSTITUTION

6.0901 Substitutes shall be employed when available and necessary for the ongoing instructional program for all bargaining unit members who are absent, except those members whose assignments are GATE, speech, media specialist, psychologist, counselor and nurse.

6.0902 After a reasonable effort has been made by the administrator to secure a substitute(s), if no substitute(s) has been secured, it shall be necessary to secure another member to cover the assigned class(es) of each absent member. The principal or his/her designee shall secure the member(s) only in the following manner:

A. First, an attempt shall be made by the building principal or his/her designee to cover each class of the absent member with members who volunteer for said duty. The principal or his/her designee shall attempt to equalize the opportunities to volunteer.

B. If no member voluntarily accepts said opportunity, the assignment of the class to a member shall be made on a rotating basis.

6.0903 Each time it becomes necessary to secure another member to cover the assigned class(es) of an absent member, the member shall be compensated at the rate of thirty-eight dollars ($38.00) per bell/hour.

6.10 DUTY-FREE LUNCH

6.1001 Each bargaining unit member shall be granted no less than thirty (30) consecutive duty-free minutes for lunch each workday during which time he/she shall not be required to perform any duty(ies) except in an extreme emergency situation.

6.1002 The granting of the lunch period to members shall not cause the lengthening of the member workday.

6.1003 With approval of the building administrator or designee, which shall only be withheld in an emergency, bargaining unit members may leave the building on their lunch break provided the teacher advises the administrator or designee of his/her intended destination.

6.11 LABOR MANAGEMENT COMMITTEE

6.1101 A Labor Management Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this Committee is to discuss District-wide problems or concerns arising within the District. Its purpose is neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communications regarding concerns pertaining to the smooth functioning of the education system.

6.1102 The Committee will consist of the Association President, one bargaining unit member per building appointed by the Association President and Superintendent. The Committee shall meet monthly unless altered by mutual consent. The Superintendent shall be the Chairperson and conduct the meetings.

A. Dates for meetings during the school year shall be established at the first meeting.

B. Agenda items shall be submitted to the Superintendent prior to each meeting. The Superintendent shall prepare the agenda.

C. A member of the Committee shall be designated as the Recorder for each meeting.

D. The Superintendent shall arrange for the preparation and distribution of minutes of the meeting.

ARTICLE VII:
LEAVES OF ABSENCE WITH PAY

7.01 ASSAULT LEAVE

7.0101 Any member who, as the result of a physical assault during the course of Board employment suffers a physical disability, shall be granted up to forty-five (45) days leave with full pay and insurance benefits for treatment and recovery from such disability.

7.0102 When a service-related assault on a member has occurred, the principal or other administrator in charge shall begin an investigation of the circumstances related to the assault within twenty-four (24) hours of its occurrence and file a complete written report with both the Superintendent and the Association President within five (5) work days. The member returning from assault leave shall suffer no loss of seniority and shall be placed on the salary schedule as he/she would have been had he/she not taken assault leave. The member shall be returned to his/her former job position.

7.0103 At the request of the Board the member shall furnish a signed statement on a form prescribed by the Board to justify the use of assault leave. If medical attention is required, a statement from a licensed physician specifying only the nature of the disability, its duration, and that it was caused by the assault, shall be required before assault leave is approved for payment. In addition, upon written request of the Board the member shall submit to an independent medical examination at the Board's expense by a physician he/she selects from a list of three (3) physicians submitted by the Board. The physician conducting the examination shall supply to the Superintendent, the Board, and the member only his/her medical report which shall be confined to his/her prognosis and whether or not, in the physician's professional judgment, the member's illness or injury was caused by the assault or that the assault aggravated a pre-existing condition so as to disable that member so that he/she is unable to perform his/her contractual duties.

7.0104 The Superintendent may grant additional assault leave to an injured member if in the Superintendent's sole discretion and judgment additional assault leave is warranted.

7.0105 Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

7.0106 Assault leave will be in addition to and not chargeable to any other leave.

7.02 JURY DUTY/SUBPOENA

7.0201 Each bargaining unit member who reports for, and/or who serves on, a jury(ies) on a member workday shall receive his/her full salary and insurance benefits while serving on jury duty. A bargaining unit member called to report for jury duty shall contact the jury commissioner in writing and request that his/her jury duty service be scheduled during the months when school is not in session. The employee shall provide a copy of this letter to the Superintendent/designee. If the jury commissioner will not reschedule the bargaining unit member's jury service at a time when school is not in session and requires the bargaining unit member to report for jury duty when school is in session, each bargaining unit member who reports for, or who serves on jury(ies) on a member workday shall receive his/her full salary and insurance benefits while serving on jury duty. The employee shall provide the Superintendent with a copy of the jury commissioner's denial of the employee's request. However, the Superintendent at his/her sole discretion may grant jury duty leave during the school year based on extenuating circumstances.

7.0202 Any bargaining unit member who is subpoenaed to an administrative hearing and/or court involving a matter arising out of the performance of his/her contractual duties shall receive no loss in salary while responding to said subpoena and, additionally, shall retain as his/her own any witness fees paid to him/her for responding to said subpoena.

7.0203 Such court appearances shall not be charged against any other leaves provided in this Contract.

7.03 PERSONAL LEAVE

7.0301 Annual Allowance

A. Employees shall be granted four (4) unrestricted days with pay for personal business or emergency leave each year.

B. Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to personal leave for the time actually worked at the same rate as that granted to full-time employees.

7.0302 Requests for personal or emergency leave shall be made two (2) days in advance, in the District's automated absence recording system, by the employee to the employee's immediate supervisor. However, it is recognized that an emergency may arise and the immediate supervisor may grant leave without electronic request. The employee will be required to file an electronic request upon return from leave. Personal leave is not to be taken in place of sick leave and is not to be taken on the opening day of school, the last day of school, during a scheduled professional development in-service day, or the day before or after a holiday or vacation, or during state required assessments, except as approved by the Superintendent.

7.0303 Personal leave days may be taken in succession, if necessary, as approved by the Superintendent.

7.0304 No more than ten percent (10%) of the bargaining unit members in a building may be out on personal leave on the same day. However, the Superintendent in his/her sole discretion may allow more than ten percent (10%) of staff to be out on the same day.

7.0305 At the end of the contracted work year, an employee's unused personal days shall be rolled into his/her sick leave accumulation up to the maximum sick leave accumulation allowed by this contract.

7.04 PROFESSIONAL LEAVE

7.0401 A member of the bargaining unit wishing to attend a professional conference, meeting, or convention, or to observe work in another district, provided the work being observed is related to the regular duties of the member, may be granted professional leave for such event if approved by the Board or its designee.

7.0402 Written request, on the District's automated online system, shall be filed by the member requesting the professional leave with the building principal no fewer than seven (7) workdays prior to the date of the event.

7.0403 The Board shall reimburse the member granted professional leave for the expenses or partial expenses as approved in advance by the Board or its designee. Reimbursement shall be received by the member for those expenses approved in advance upon submission to the Board Treasurer of receipts for those approved paid expenses.

7.0404 In addition, the Board may reimburse the member for additional expenses for which prior approval was not received from the Board or its designee. When reimbursement for any such additional expenses is requested, a written explanation

for those additional expenses shall be attached by the member making the request along with receipts for said paid expenses.

7.0405 Attendance shall be required by the Board at all professional meetings for which released time has been granted.

7.05 SABBATICAL LEAVE

7.0501 A member on continuing contract who has completed five (5) years of service with the District may make an application for sabbatical leave of absence for up to one (1) year.

7.0502 Prior to making the application for sabbatical leave the member shall present to the Superintendent a plan for professional growth for his/her approval. The member's application for leave shall be forwarded to the Board with the Superintendent's recommendation for approval or disapproval of the leave request.

7.0503 If the leave request is approved by the Board, the member shall be granted a leave and shall be paid while on sabbatical leave the difference between the regular pay the member would have received for services rendered had he/she been teaching and the pay required for his/her substitute or replacement. The Board will make no contribution towards or provide fringe benefits except retirement contributions, if the member elects to purchase retirement credits. The member may choose to continue participation in the group insurances by paying the premium(s) through payroll deduction and/or remittance. Such remittance shall not be required more than thirty (30) days in advance of the premium(s) due date. All applicants, except those with twenty-five (25) or more years of service, will be required to sign a contract as a condition of approval agreeing to complete one (1) year of service to the District upon the expiration of the leave. If the member fails to complete satisfactorily the program, or if the contract is not honored, the member shall refund to the Board all salary received.

7.0504 Upon return to the District the member shall advance on the salary schedule the same as if his/her period of service had not been interrupted, to include increments and salary adjustments.

7.0505 No more than two (2) members per year will be granted sabbatical leave.

7.06 SICK LEAVE

7.0601 Annual Allowance

A. Member of the bargaining unit shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service, or fifteen (15) days for each completed year of service.

B. Part-time employees shall be entitled to a prorated amount of sick leave as permitted by law.

7.0602 Manner of Calculation

A. If needed, a member shall be advanced five (5) days of sick leave. Such advancement shall be deducted from the monthly accumulation of that member until the advancement is repaid in full.

B. Pursuant to the Ohio Revised Code (3319.141), a member re-employed by the Board who, since leaving the employ of this Board has been continuously employed by other boards of education of this state or a county or municipal government(s) in Ohio, will receive full credit for sick leave accumulated to a total equal to the maximum allowed the members at the time of that member's re-employment by the Board.

7.0603 Accumulation of Sick Leave

The number of sick leave days shall be unlimited. Each member shall be provided a monthly statement indicating his/her number of accumulated sick days.

7.0604 Approved Use of Sick Leave Days

A. Upon approval of the responsible administrative official, sick leave may be used by all members for the following:

(1) Personal illness
(2) Personal injury
(3) Exposure to contagious disease
(4) Illness, injury or death in the immediate family
(5) Pregnancy
(6) Doctors' appointments

7.0605 Assault Leave Days

Assault leave days due to injury incurred in the course of the member's employment shall not be charged against the member's sick leave days.

7.0606 Immediate Family

For the purposes of this Contract, immediate family shall include: father, mother, sister, brother, son, daughter, or others in loco parentis, husband, wife, daughter-in-law, mother-in-law, father-in-law, sister-in-law, son-in-law, brother-in-law, grandfather, grandmother, grandchild, or any other member of the member's household.

7.0607 Bereavement Leave

Up to two (2) sick days a year may be used for the purposes of bereavement. The usage is one day per each death. No more than ten (10) teachers per day per building are permitted to be out on bereavement leave. However, the Superintendent, in his/her sole discretion, may allow more than ten percent (10%) of staff to be out on the same day. This section does not apply to those individuals covered in 7.0606.

7.0608 Doctor's Note

The building administrator/Superintendent may request a doctor's note if entering five (5) or more consecutive days for sick leave.

7.0609 Sick Leave Donation

A bargaining unit member may donate accumulated sick leave to another member who has exhausted their accumulated sick leave at a rate of 1 to 1, for a maximum of up to one (1) day per person per school year. All donations must be on forms

provided by the Treasurer. A member receiving the donated leave must use leave in accordance with the provisions set out in Section 7.06. A person may not receive more than thirty (30) days per year.

7.07 PARENTAL LEAVE

7.0701 Parental leave is a paid leave of absence for child rearing following childbirth, adoption or the placement of a child in foster care. Parental leave entitles the employees to a maximum of ten (10) days of sick leave to be used immediately following the birth, adoption or placement of a child in foster care. If additional sick leave is necessary for the care of/bonding with the child, the employee will need to provide a letter from the doctor or placing agency.

7.0702 The employee may submit a written request for parental leave at any time, but under normal circumstances, should do so no later than thirty (30) days prior to the beginning of the parental leave so that continuity of instruction may be maintained.

7.0703 The teacher using parental leave shall be given, upon return to duty, the same position occupied prior to the commencement of the ten (10) day leave.

7.08 MATERNITY LEAVE

For individuals requesting leave as part of maternity/parental/adoption:

A. FMLA allows for up to twelve (12) weeks of unpaid leave during a twelve (12) month period if a member has worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period.

B. The District will require a member to use their accrued sick leave for any amount of time prior to their due date if medically required, and for time medically required for recovery (approximately six (6) calendar weeks) immediately following delivery. Eight weeks immediately following delivery will be permitted if a c-section occurs during delivery.

C. The member will be required to contact or have someone contact the Personnel Office within forty-eight (48) hours of their delivery so that their leave may be calculated properly.

D. If a member is required by doctor's order to stay off work for longer than six (6) weeks after delivery, the member may use accrued sick leave to cover these days also.

E. Any days after the six (6) weeks post-delivery period that are not medically required will be at an "FMLA-unpaid" status.

F. For Parental Leave--the non-birthing parent with a newborn may use accrued leave for a maximum of two (2) calendar weeks immediately following the birth of a child. Any additional time will be at an "FMLA-unpaid" status.

ARTICLE VIII:
LEAVES OF ABSENCE WITHOUT PAY

8.01 CHILD CARE LEAVE

8.0101 Each member of the bargaining unit shall have an unpaid leave of absence to care for a newly-born infant or newly-adopted child, who is five (5) years of age or less, for up to, but not more than, one (1) member work year, as requested by that member.

8.0102 The member shall request in writing said leave at least sixty (60) days prior to the anticipated date of the birth of the baby, and, in the case of adoption, when notice of adoption is received.

A. The leave request shall begin thirty (30) work days after the birth of the baby unless there are extenuating medical problems for the member and/or child which would permit the member to use sick leave. In that event, child care leave shall begin at the time the member is medically able to return to work.

B. The ending date of the leave shall be specified in the leave request and shall coincide with the first member workday of a quarter.

C. A member may return earlier from leave with the permission of the Superintendent.

D. The leave begins ten (10) work days after the birth of the child for the non-birth parent.

8.0103 The forms for child care notification shall be available online.

8.0104 Each member on child care leave shall have the right to participate in any or all of the group insurance plans provided he/she pays to the Board Treasurer in advance each month the full premium due for the insurance(s) desired.

8.0105 The member returning from child care leave:

A. Shall be returned to his/her former position or to a position for which he/she is certificated;

B. Shall neither gain nor lose seniority;

C. In addition, his/her use of leave shall not affect his/her placement on the salary schedule; and,

D. The member must have worked one hundred twenty (120) days in any one school year to move up on the salary schedule.

8.0106 At the option of a female member who so requests, child care leave shall commence at the termination of her sick leave benefits used for pregnancy. Sick leave may not be used for child care leave.

8.02 MEDICAL LEAVE

8.0201 Upon written request of bargaining unit member to the Board, the Board shall grant an unpaid leave of absence to that member for not more than two (2) consecutive school years where illness or other disability of the member or the member's spouse or relative living in the member's household is the reason for the request. Upon subsequent request such leave may be renewed by the Board. Without request a Board may grant medical leave and renewals thereof to any member because of physical or mental disability, but such member may have a hearing on such unrequested leave of absence or its renewals in accordance with 3319.16 of the Ohio Revised Code.

8.0202 A member on medical leave shall remain in the group insurance plans provided by the Board and be allowed to continue said coverage, provided the member pays the full amount of the group rate premium(s) for said coverage to the Board Treasurer in advance each month.

8.0203 The member returning from medical leave shall suffer no loss of seniority and shall resume the contract status he/she had prior to such leave. Said member shall be returned to his/her former teaching position or to a position for which he/she is certificated.

8.0204 If a teacher wishes to purchase retirement credit for time on leave for illness for spouse or children, or relatives, he/she shall pay his/her portion of the retirement contribution as well as all of the Board's portion of the retirement contribution required to be paid for the time purchased.

8.0205 Medical leave shall be administered in accordance with the provisions of the Ohio Revised Code.

8.03 SERVICE LEAVE

8.0301 Upon written notification to the Board, a member may be granted an unpaid leave of absence for the purpose of serving in the Peace Corps, VISTA, or similar organization. If granted, such leave shall be for a period no less than the minimum time required when serving that organization.

8.0302 Each member returning from such leave:

A. Shall be returned to his/her former position or to a position for which he/she is certificated;

B. Shall be given credit on the salary schedule for all years of service in the District; and,

C. Shall suffer no loss of seniority because of service leave.

8.04 INSURANCE BENEFITS WHILE ON UNPAID LEAVE

Any bargaining unit member on any approved unpaid leave of absence may continue to participate in any and/or all insurance programs at the group rates, provided he/she pays the full amount of the premium to the Board Treasurer in advance each month.

8.05 UNPAID ABSENCES

The Superintendent may grant an unpaid leave of absence, for a short duration of not more than one (1) week to a member who experiences unusual circumstances and must be away from work for reasons not covered by this Contract. Benefits will not be affected for this type of unpaid leave.

ARTICLE IX:
COMPENSATION AND FRINGE BENEFITS

9.01 SALARY SCHEDULE

For the 2025-2026 contract year, there shall be a two percent (2%) base increase on the salary schedule. For the 2026-2027 contract year, there shall be a two percent (2%) base increase on the salary schedule. All horizontal steps shall be honored.

9.02 PAY PLANS AND PLACEMENT ON SALARY SCHEDULE

9.0201 Members shall be paid in twenty-four (24) equal installments on the 15th and 30th of the month. All employees shall be paid through electronic deposit. The first paycheck of each school year shall be issued on August 30.

9.0202 Years of Service/Vertical Placement

One hundred twenty (120) days of teaching under contract shall be the equivalent of one (1) year of experience.

9.0203 Horizontal Placement/Advancement

A. All credit to be accepted for horizontal placement/advancement on the salary schedule shall be semester hours or the equivalent number of quarter hours which meet the following criteria:

(1) The official transcript indicating the completion of the courses must be filed by September 15 with the Board Treasurer.

(2) Letters from class instructor(s) indicating completion of the courses shall be acceptable provided the official transcript is filed by November 1.

B. Upon receipt of the official transcript(s), the member will be placed on the appropriate step of the salary schedule and receive a lump sum payment for the amount accrued prior to the filing of the transcript(s).

C. All credit to be accepted for horizontal placement/advancement on the salary schedule must meet the following criteria:

(1) Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for teacher certification; other related course work may be accepted if applicable to the classroom.

9.03 PAYROLL DEDUCTIONS

9.0301 The Board shall provide payroll deduction(s) in any amount at no charge to the member for the following items:

A. Income Taxes (City of North College Hill, State of Ohio and Federal)
B. Association dues
C. Credit Union
D. Medical insurance(s)
E. State Teachers Retirement System
F. Annuities/Individual Retirement Accounts
G. United Way
H. Income protection insurance and/or disability income insurance
I. Fund for Children and Public Education
J. Cancer insurance
K. Life insurance
L. North College Hill Scholarship Fund
M. Others which are mutually agreed upon by the Association and the Board

9.0302 The payroll deduction of any or all of the above items, when optional on the part of the member, can only be initiated upon written request of the member and shall be continuous until revoked by that member in writing. Any deduction must be in an amount of not less than five dollars ($5.00) per pay period.

9.0303 No later than August 31st of each year all members shall receive a list of all medical insurance enrollment periods. Members can request payroll deductions at any time during the calendar year.

A. However, members are encouraged to request these deductions by October 1st of each school year.

B. Each request for further changes, additions, and/or deletions for medical insurance, the credit union, annuities, Association dues, and/or United Way made after October 1st shall be implemented no later than thirty (30) days after said written request is received by the Board Treasurer or his/her designee.

9.04 HEALTH INSURANCE

The Board shall make available health insurance and provide the health coverage available through the Greater Cincinnati Health Consortium with the Board paying eighty-five percent (85%) of the single premium or eighty-five percent (85%) of the family premium for all eligible employees.

9.05 DENTAL INSURANCE

The Board shall not be required to provide duplicate coverage for two (2) members of the bargaining unit who can be covered under one (1) dental plan. The Board shall make available the dental insurance plan provided by the Cincinnati Health Consortium and pay eighty-five percent (85%) of the premium for said coverage.

9.06 GROUP TERM LIFE INSURANCE

The Board shall provide each member with a term life insurance policy with a face value of one and one-half (1½) times the amount of the member's annual salary rounded to the next one thousand dollars ($1,000.00).

9.07 TUITION REIMBURSEMENT

9.0701 Upon approval of the Superintendent, members shall be remunerated at the rate of one hundred fifty dollars ($150.00) per semester hour for graduate work completed with a grade of "B" or better, for a maximum of nine (9) semester hours per contract year, providing the member returns to teach in the fall of the succeeding year. Any member receiving college credit reimbursement and leaving the Board employ before the end of the school year in which payment is received shall have the full amount of the reimbursement deducted from his/her final paycheck. If approved, payment shall be paid out as soon as coursework has concluded and all tuition reimbursement paperwork has been verified and approved by the Superintendent. Payments will be made outside of the regular payroll payments and will be paid as an account's payable transaction..

9.0702 To establish eligibility for consideration a member must be accepted in graduate school and the work taken must be applicable to an approved graduate program. A member must seek approval for his/her course work at least six (6) weeks prior to commencement of the course work. However, members with a master's degree or above shall be eligible for college credit reimbursement for additional graduate credit work with the prior approval of the Superintendent subject to the conditions and limitations of the foregoing paragraph.

9.08 EDUCATIONAL PREROGATIVE

9.0801 A child who resides with a teacher who is employed in the bargaining unit but whose residence is outside of the North College Hill City School District shall be admitted to the District Schools tuition free subject to the limitations and conditions of this Section.

A. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by June 15 of each year as to the teacher's desire to have his/her children attend the District Schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District Schools and supply all information required by law for children being admitted to a school district, including the transfer of records from the district previously attended.

B. If a teacher moves out of the School District during the school year or is issued a contract after June 15, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his/her children, along with the other information normally required for admission.

9.0802 If the Superintendent determines that the cost of educating a particular child admitted under this Section exceeds the per pupil cost of the District, he/she shall determine the amount of such excess cost and require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District Schools. The Superintendent's determination may not be challenged or grieved except on the basis that his/her determination has been arbitrary or capricious.

9.0803 The admission of a pupil under this Section shall not require the District to begin or implement any new program.

9.0804 The Superintendent in his/her sole discretion may assign or reassign any pupil admitted under this Section.

9.0805 The teacher must pay the full difference with a fractional break for all children more than two (2). If a teacher enters three (3) children under this provision, he/she will be charged for two and one-half (2½) children. If four (4) children are entered, he/she will be charged for three (3) children. This provision will only apply to teachers employed as of September 1, 1995.

9.0806 The Board will annually review by May 1st of each year Section 9.0805 to consider any waiver of tuition due or to alter the application to teachers employed after September 1, 1995.

9.09 SEVERANCE PAY

9.0901 The Board, pursuant to ORC Section 124.391, shall pay any member at the time of retirement from the North College Hill City School District one-third (1/3) of that member's accumulated but unused sick leave, with a maximum limit of seventy-five (75) days.

9.0902 Such payment shall be made at the time of confirmation by the State Teachers Retirement System that age and service requirements have been met for retirement benefits.

9.0903 Such payment shall be made in accordance with Board-adopted special pay/403(b) or 457 deferment plan based upon the member's per diem rate at the time of retirement from the District.

9.0904 The Board Treasurer shall provide notice to all retiring bargaining unit members of this provision at the time that the Board accepts their retirement resignation.

If a member of the bargaining unit dies while employed by the Board, and at the time of death said member was eligible to retire and eligible to receive retirement benefits from STRS, the estate of the deceased member shall be paid severance pay in accordance with the severance pay provisions that are outlined in Section 9.09 of the Contract.

9.10 125 PLAN

9.1001 The Board shall offer a Section 125 Plan to employees of the Board which shall allow for the sheltering of an employee's portion of the premium paid by him/her for qualifying insurance and dependent daycare. This plan shall be offered if a minimum of twenty (20) employees elect to avail themselves of this opportunity. The maximum allocation an employee may make is two thousand four hundred dollars ($2,400.00) per year for health care and five thousand dollars ($5,000.00) for dependent daycare.

9.1002 This 125 Plan is offered on condition that:

A. The institution of the 125 Plan shall be at no cost to the Board.

B. If a participant ceases to be employed by the Board and has used more funds than he/she has contributed at the time he/she ceases to be employed, the overage shall be deducted from any money owed the participant by the Board. If the amount owed the participant by the Board is not sufficient to pay back the overage, a participant shall be responsible to the Board for the payment of the full amount of the overage.

9.11 RETIRED EMPLOYEES RE-EMPLOYED BY BOARD IN BARGAINING UNIT POSITIONS

9.1101 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Board. There shall be no expectation that any such teacher, whether formerly an employee of the Board or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

9.1102 The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board not to exceed a maximum of ten (10) years. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

9.1103 Individuals employed pursuant to this provision shall be encouraged to secure their health insurance coverage through STRS or other sources if other means of obtaining health insurance are available to the teacher. However, if a teacher hired pursuant to this provision wishes to utilize the health insurance plan offered by the Board, the Board shall be obligated to provide that employee a single plan and pay the same percentage for the single plan premium as it does for other members of the bargaining unit. If the teacher employed pursuant to this provision wishes to utilize the Board's health insurance coverage and signs up for a family plan, then the Board shall be obligated to pay fifty percent (50%) of the premium of said family plan with the employee paying the remaining fifty percent (50%) of the premium.

9.1104 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

9.1105 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

9.1106 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

9.1107 In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.

9.1108 Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re-employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of four (4).

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

ARTICLE X:
CONCLUSION

10.01 SCOPE OF AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter which could have been collectively bargained but which was excluded in this Agreement. It is further agreed that the Board has no obligation to bargain collectively during the term of this Agreement with respect to the exercise of any rights retained by it pursuant to Section 1.02 of Contract and 4117.10 of the Ohio Revised Code.

10.02 IMPLEMENTATION

10.0201 This Contract shall supersede any and all rules, regulations, policies and practices of the Board and the administration which are contrary to and/or inconsistent with the terms and conditions of this Contract.

10.0202 This Contract shall be adopted only after ratification by the Association and subsequent official action and vote of the Board.

10.03 PROVISIONS CONTRARY TO LAW

10.0301 If any provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of this Contract.

10.0302 Upon the request of either party, the parties shall meet within ten (10) days to negotiate a successor provision for the provision held contrary to law.

10.0303 This contract supersedes and prevails over all other law, rules, policies, and regulations except as specifically set forth in ORC 4117.10(A).

10.04 DURATION OF CONTRACT

This negotiated Contract will commence August 1, 2025 and terminate July 31, 2027.

10.05 COPIES OF CONTRACT

10.0501 The cost of printing and binding this negotiated Contract shall be borne equally by the Association and the Board to a maximum of one hundred twenty-five (125) copies.

10.0502 Further, any subsequent revision(s), including amendment(s) or memorandum(s) of understanding, shall be distributed in the same manner as provided in the foregoing paragraph.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signatures this 5th of February, ~~2025.~~ 2026

For the

NORTH COLLEGE HILL EDUCATION ASSOCIATION-OEA/NEA

By: Robyn Mahaffey

By: Robyn Mahaffey

For the

NORTH COLLEGE HILL CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Eugene Mylarke Jr

By:

APPENDIX A:
SALARY SCHEDULES

North College Hill Education Association and North College Hill Board of Education Master Contract								
Effective August 1, 2025 through July 31, 2027								
2025-2026 (FY26)								
Prior Yr Base Salary	$46,138							
Raise %	2							
2025 Base Salary	$47,061							
		1		2		3		4
Service Years	Index	BA	Index	BA+20	Index	MA	Index	MA+20
0	1.000	$47,061	1.058	$49,790	1.116	$52,520	1.174	$ 55,249
1	1.058	$49,790	1.116	$52,520	1.174	$55,249	1.232	$ 57,979
2	1.116	$52,520	1.174	$55,249	1.232	$57,979	1.290	$ 60,708
3	1.174	$55,249	1.232	$57,979	1.290	$60,708	1.348	$ 63,438
4	1.232	$57,979	1.290	$60,708	1.348	$63,438	1.406	$ 66,167
5	1.290	$60,708	1.348	$63,438	1.406	$66,167	1.464	$ 68,897
6	1.348	$63,438	1.406	$66,167	1.464	$68,897	1.522	$ 71,626
7	1.406	$66,167	1.464	$68,897	1.522	$71,626	1.580	$ 74,356
8	1.464	$68,897	1.522	$71,626	1.580	$74,356	1.638	$ 77,086
9	1.522	$71,626	1.580	$74,356	1.638	$77,086	1.696	$ 79,815
10	1.580	$74,356	1.638	$77,086	1.696	$79,815	1.754	$ 82,545
11	1.638	$77,086	1.696	$79,815	1.754	$82,545	1.812	$ 85,274
12	1.696	$79,815	1.754	$82,545	1.812	$85,274	1.870	$ 88,004
13	1.754	$82,545	1.812	$85,274	1.870	$88,004	1.928	$ 90,733
14	1.754	$82,545	1.870	$88,004	1.928	$90,733	1.986	$ 93,463
15	1.754	$82,545	1.928	$90,733	1.986	$93,463	2.044	$ 96,192
16	1.754	$82,545	1.928	$90,733	2.044	$96,192	2.102	$ 98,922
17	1.754	$82,545	1.928	$90,733	2.044	$96,192	2.102	$ 98,922
18	1.754	$82,545	1.928	$90,733	2.044	$96,192	2.102	$ 98,922
19	1.754	$82,545	1.928	$90,733	2.044	$96,192	2.102	$ 98,922
20	1.812	$85,274	1.986	$93,463	2.102	$98,922	2.160	$ 101,651
21	1.812	$85,274	1.986	$93,463	2.102	$98,922	2.160	$ 101,651
22	1.812	$85,274	1.986	$93,463	2.102	$98,922	2.160	$ 101,651
23	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
24	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
25	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
26	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
27	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
28	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
29	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
30	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
31	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
32	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
33	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
34	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
35	1.812	$86,274	1.986	$94,463	2.102	$99,922	2.160	$ 102,651
23+ is not an indexed step and is $1,000 more than step 22								

orth Col+A1:I45lege Hill Education Association and North College Hill Board of Education Master Contra								
Effective August 1, 2025 through July 31, 2027								
2026-2027 (FY27)								
Prior Yr Base Salary	$47,061							
Raise %	2							
2026 Base Salary	$48,002							
		1		2		3		4
Service Years	Index	BA	Index	BA+20	Index	MA	Index	MA+20
0	1.000	$48,002	1.058	$50,786	1.116	$ 53,570	1.174	$ 56,355
1	1.058	$50,786	1.116	$53,570	1.174	$ 56,355	1.232	$ 59,139
2	1.116	$53,570	1.174	$56,355	1.232	$ 59,139	1.290	$ 61,923
3	1.174	$56,355	1.232	$59,139	1.290	$ 61,923	1.348	$ 64,707
4	1.232	$59,139	1.290	$61,923	1.348	$ 64,707	1.406	$ 67,491
5	1.290	$61,923	1.348	$64,707	1.406	$ 67,491	1.464	$ 70,275
6	1.348	$64,707	1.406	$67,491	1.464	$ 70,275	1.522	$ 73,059
7	1.406	$67,491	1.464	$70,275	1.522	$ 73,059	1.580	$ 75,844
8	1.464	$70,275	1.522	$73,059	1.580	$ 75,844	1.638	$ 78,628
9	1.522	$73,059	1.580	$75,844	1.638	$ 78,628	1.696	$ 81,412
10	1.580	$75,844	1.638	$78,628	1.696	$ 81,412	1.754	$ 84,196
11	1.638	$78,628	1.696	$81,412	1.754	$ 84,196	1.812	$ 86,980
12	1.696	$81,412	1.754	$84,196	1.812	$ 86,980	1.870	$ 89,764
13	1.754	$84,196	1.812	$86,980	1.870	$ 89,764	1.928	$ 92,548
14	1.754	$84,196	1.870	$89,764	1.928	$ 92,548	1.986	$ 95,332
15	1.754	$84,196	1.928	$92,548	1.986	$ 95,332	2.044	$ 98,117
16	1.754	$84,196	1.928	$92,548	2.044	$ 98,117	2.102	$100,901
17	1.754	$84,196	1.928	$92,548	2.044	$ 98,117	2.102	$100,901
18	1.754	$84,196	1.928	$92,548	2.044	$ 98,117	2.102	$100,901
19	1.754	$84,196	1.928	$92,548	2.044	$ 98,117	2.102	$100,901
20	1.812	$86,980	1.986	$95,332	2.102	$100,901	2.160	$103,685
21	1.812	$86,980	1.986	$95,332	2.102	$100,901	2.160	$103,685
22	1.812	$86,980	1.986	$95,332	2.102	$100,901	2.160	$103,685
23	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
24	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
25	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
26	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
27	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
28	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
29	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
30	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
31	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
32	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
33	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
34	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
35	1.812	$87,980	1.986	$96,332	2.102	$101,901	2.160	$104,685
23+ is not an indexed step and is $1,000 more than step 22								

APPENDIX B

NORTH COLLEGE HILL CITY SCHOOLS

CHILD CARE LEAVE FORM

Date _____

TO: SUPERINTENDENT OF SCHOOLS

FROM: _____
Name of Staff Member

THIS IS TO NOTIFY YOU OF MY INTENT TO USE CHILD CARE LEAVE FOR THE PURPOSE OF CHILD BEARING AND/OR CHILD REARING BEGINNING _____, 20____, AND ENDING _____, 20____.

IT IS MY UNDERSTANDING THAT MY USE OF CHILD CARE LEAVE SHALL BE IN ACCORDANCE WITH THE NEGOTIATED CONTRACT.

_____
Signature of Staff Member

APPENDIX C

NORTH COLLEGE HILL CITY SCHOOLS

VOLUNTARY TRANSFER REQUEST FORM

TO: SUPERINTENDENT

I HEREBY REQUEST A TRANSFER TO _____
Grade/Subject Area

AT _____ FOR _____
Building(s) School Year

_____ _____
Signature of Staff Member Date of Request

TO: _____
Name of Staff Member

YOUR REQUEST FOR TRANSFER TO _____
Grade/Subject Area

At _____ FOR _____
Building(s) School Year

WAS RECEIVED BY OUR OFFICE ON _____.
Date Received

_____
Signature of Superintendent

APPENDIX D

NORTH COLLEGE HILL CITY SCHOOLS
ENROLLMENT AUTHORIZATION/TUITION REIMBURSEMENT FORM

Name_____ Date _____

I hereby apply for approval to enroll for the following courses under the tuition reimbursement program of North College Hill City Schools

_____ during _____
(College or University) (Dates or Sessions)

Course(s)	Hours of Credit
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Employee Signature_____
Employee's signature authorizes placement in personnel file.

My signature indicates approval for the named employee to enroll in courses listed under the NCHEA/NCH Board of Education approved tuition reimbursement program. To qualify for reimbursement the course must be completed with a grade of "B" or better in an approved graduate program, and **this form must be returned six (6) weeks prior to the commencement of the course work.**

Superintendent's Signature_____

Attached are official transcripts/grade reports for courses approved on the tuition reimbursement program.

Employee Signature_____

My signature authorizes payment/reimbursement for the above coursework.

Superintendent's Signature_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **NORTH COLLEGE HILL CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **NORTH COLLEGE HILL EDUCATION ASSOCIATION** ("Association").

WHEREAS, the North College Hill City School District Board of Education (hereinafter "Board") and the North College Hill Education Association (hereinafter "Association") are parties to a current Collective Bargaining Agreement in effect from August 1, 2025 through July 31, 2027; and

WHEREAS, in accordance with the agreement reached between parties, a Memorandum of Understanding is required to be drafted outlining an evaluation rubric for instructional coaches in the North College Hill City School District;

NOW, THEREFORE, BE IT AGREED by and between the Board and the Association as follows:

1. Instructional Coaches shall not be evaluated under the OTES rubric.

2. Instructional Coaches shall be evaluated under a new evaluation rubric, attached to this Memorandum as Appendix E.

IN WITNESS WHEREOF, the duly authorized representatives of the **NORTH COLLEGE HILL CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **NORTH COLLEGE HILL EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

Date: 02/05/2026

For the Association

Date: 02/05/2026

For the Board of Education

APPENDIX E

North College Hill City School District
Instructional Coach Evaluation Rubric

Domain 1: Planning and Preparation

	Ineffective	Developing	Effective	Accomplished
1a. Demonstrates knowledge of current educational trends in Professional Development.	Demonstrates little or no familiarity with educational trends in professional development.	Demonstrates basic familiarity with educational trends in professional development.	Demonstrates thorough knowledge of educational trends in professional development	Demonstrates knowledge of educational trends in professional development is wide and deep, instructional coach is regarded as an expert by colleagues.
1b. Deeply familiar with the district's continuous improvement plan.	Demonstrates little or no knowledge of the district's plan to shape its future direction.	Demonstrates basic knowledge of the district's program to shape its future direction.	Demonstrates thorough knowledge of the district's plan to shape its future direction.	Deeply familiar with the district's plan to shape its future direction.
1c. Demonstrates knowledge of resources both within and beyond the district	Demonstrates little or no knowledge of resources available in the district for teachers to advance their skills.	Demonstrates basic knowledge of resources available in the district for teachers to advance their skills.	Is aware of resources available in the district and in the larger professional community for teachers to advance their skills.	Actively seeks out new resources from a wide range of sources to enrich teachers' skills.

Domain 2: The Environment

	Ineffective	Developing	Effective	Accomplished
2a. Creates an environment of trust and respect	Teachers are reluctant to request assistance, fearing that such a request will be treated as a sign of deficiency.	Relationships are cordial; teachers don't resist initiatives established by the lead teacher.	Relationships are respectful with some contacts initiated by teachers.	Relationships are highly respectful and trusting, with many contacts initiated by teachers.
2b. Establishes a culture for ongoing instructional improvement	Conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.	Teachers don't resist offerings of support from the instructional coach.	Promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the instructional coach.
2c. Organizes physical space for workshops or training.	Makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of equipment, or little alignment between the physical arrangement and the workshop activities.	The physical environment does not impede workshop activities.	Makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	Makes highly effective use of the physical environment, with teachers contributing to the physical arrangement.

Domain 3: Delivery and Service

	Ineffective	Developing	Effective	Accomplished
3a. Collaborates with teachers in the design of instructional units and lessons.	Declines to collaborate with classroom teachers in the design of instructional lessons and units.	Collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Initiates collaboration with classroom teachers in the design of instructional lessons and units.	Initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources when needed.
3b. Engages teachers in learning new instructional skills.	Teachers decline opportunities to engage in professional learning from the instructional coach.	Efforts to engage teachers in professional learning are partially successful with some teachers attending.	Efforts to engage teachers in professional learning are successful. And many teachers who attend workshops are engaged in acquiring new instructional skills.	Efforts to engage teachers in professional learning are very successful. Teachers who attend workshops are highly engaged.
3c. Shares expertise with staff.	The instructional coach's model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers being served.	The quality of the instructional coach's model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers being served	The quality of the instructional coach's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served.	The quality of the instructional coach's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served. The instructional coach conducts extensive follow up with teachers.

3d. Locates resources for teachers to support instructional improvement.	Fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.	Efforts to locate resources for instructional improvement for teachers are partially successful; reflecting incomplete knowledge of what is available.	Locates resources for instructional improvement for teachers when asked to do so.	Is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs.

Domain 4: Professional Responsibilities

	Ineffective	Developing	Effective	Accomplished
4a. Reflects on Practice.	Does not reflect on practice, or the reflections are inaccurate or self-serving.	Reflection on practice is moderately accurate and objective without citing specific examples about how it might be improved.	Reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Instructional coach makes some specific suggestions as to how the support program might be improved.	Reflection is highly accurate and perceptive, citing specific examples. Instructional coach draws on an extensive repertoire to suggest alternative strategies, accompanied by a prediction of the likely consequences of each.
4b. Coordinates work with Director of Teaching and Learning and other administrators.	Makes no effort to collaborate with administrative team.	Responds positively to the efforts of the administrative team.	Initiates efforts to collaborate with administrative team.	Takes leadership role in coordinating projects within or beyond the district.

4c. Engages in Professional Development	Does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	Participation in professional development activities is limited to those that are convenient or are required.	Seeks out opportunities for professional development based on an individual assessment of need.	Actively pursues professional development opportunities/makes a substantial contribution to the profession through such activities.
4c. Shows professionalism, including integrity and confidentiality.	Displays dishonesty in interactions with colleagues and violates norms of confidentiality.	Is honest in interactions with colleagues and respects norms of confidentiality.	Displays high standards of honesty and integrity in interactions with colleagues and respects norms of confidentiality.	Can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in respecting the norms of confidentially.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **NORTH COLLEGE HILL CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **NORTH COLLEGE HILL EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2025 through July 31, 2027; and

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2019-2022 school years; and

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the 2025-2027 school years, the Board and the Association agree to implement the OTES in place of the current Collective Bargaining Agreement Evaluation System (Articles 5.02 and 5.04) for all members who meet the definition of "teacher" in ORC 3319.111.

2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.

3. Prior to making any changes or modifications any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.

4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

5. It is the intent of the Board to use the OTES system to improve the performance of teachers. Given the uncertainty regarding the use of the student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2025-2026 contract years, all teachers shall be deemed to have comparable evaluations.

6. For the 2025-2026 school years, only the performance side of the OTES model will be used to make personnel decisions.

7. The observing administrator shall hold a post-observation conference with the member within ten (10) working days of each observation.

8. All teachers shall receive one formal written evaluation each school year except as follows:

   A. Teachers who received a final summative educator effectiveness rating of "Accomplished" or "Skilled" on their most recent evaluation.

      i. Teachers who receive a final summative educator effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated every three years as long as the teacher's student academic growth measure the most recent school year which data is available is average or higher

      ii. Teachers who receive a final summative educator effectiveness rating of "Skilled" on their most recent evaluation may be evaluated every two years as long as the teacher's student academic growth measured for the most recent school year for which date is available is average or higher.

      iii. In any year which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled", the credentialed evaluator shall conduct a minimum of a walk through and hold one post conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.

   B. A teacher who is on leave for 50% or more of the school year will not be evaluated.

   C. A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.

   D. Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or non-renewal, or in which the teacher shall become eligible for a continuing contract.

9. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.

10. If the Board has entered into a limited contract or extended the new contract with the teacher, pursuant to Section 3319.11 of the Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school

year in which the Board may wish to declare its intention not to reemploy the teacher.

IN WITNESS WHEREOF, the duly authorized representatives of the NORTH COLLEGE HILL CITY SCHOOL DISTRICT BOARD OF EDUCATION and the NORTH COLLEGE EDUCATION ASSOCIATION have executed this Memorandum on the dates opposite their signature.

Date: 02/05/2026 Robyn Malleffey
For the Association

Date: 02/05/2026
For the Board of Education

APPENDIX F

North College Hill City School District
1731Goodman Ave. Cincinnati. OH 45239. Ph (513) 931-8181. Fax (513) 728-4786
Dr. Eugene Blalock. Jr.. Superintendent Tiffany Williams. Assistant Superintendent

Date:_____

To Whom It May Concern,

My name is _____. I am writing to formally request that my jury duty service be rescheduled for a time when school is not in session. I am currently employed as a teacher with North College Hill City Schools, and per the terms outlined in my employment contract and bargaining unit agreement, I am required to submit a written request to the jury commissioner seeking such rescheduling.

The agreement specifies that a bargaining unit member who is summoned for jury duty during the school year must contact the jury commissioner in writing to request service during a non-school session period. In compliance with this requirement, I am submitting this request and will also provide a copy to the Superintendent or their designee, as stipulated.

The agreement further notes that if the jury commissioner declines to reschedule the service and requires jury duty during school days, the employee shall continue to receive full salary and insurance benefits during that period. Should this occur, I will promptly provide the Superintendent with written confirmation of the denial.

That said, I respectfully ask that consideration be given to rescheduling my jury service outside of the school year. My role as an NCH employee requires relationship-building and academic continuity for students. An absence during the instructional calendar would disrupt student learning, instructional pacing, and the support systems that are essential for student success.

As a dedicated educator, I take both my civic responsibilities and my professional obligations seriously. I am fully willing and prepared to serve on a jury at a time that does not conflict with the school calendar. Rescheduling my service would allow me to fulfill my civic duty without compromising the educational needs of my students.

Thank you for your time, understanding, and consideration of this request. Please feel free to contact me should any additional documentation or information be required.

Respectfully,

"In partnership with family and community, the North College Hill City School District will empower students to achieve their highest potential in a safe, caring, and respectful environment."