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STATE EMPLOYMENT RELATIONS BOARD

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PROFESSIONAL AGREEMENT

between the

OAK HILLS EDUCATION ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

OAK HILLS BOARD OF EDUCATION

of the

OAK HILLS LOCAL SCHOOL DISTRICT

HAMILTON COUNTY, OHIO

2010 JUN 18 A 9:06

STATE EMPLOYMENT
RELATIONS BOARD

Effective:

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69

TABLE OF CONTENTS

	<i>Page</i>
<u>ARTICLE I:</u>	
<u>RECOGNITION</u>	
1.01 MANAGEMENT RIGHTS AND SCOPE OF BARGAINING	1
1.02 RECOGNITION OF THE ASSOCIATION	2
1.03 DEFINITIONS	2
<u>ARTICLE II:</u>	
<u>NEGOTIATIONS PROCEDURES</u>	
2.01 OPENING NEGOTIATIONS.....	3
2.02 NEGOTIATIONS SESSIONS.....	3
2.03 AGREEMENT	4
2.04 IMPASSE.....	5
2.05 PROVISIONS CONTRARY TO LAW	6
<u>ARTICLE III:</u>	
<u>ASSOCIATION RIGHTS</u>	
3.01 ASSOCIATION DUES	7
3.02 PRINTING CONTRACT	7
3.03 BOARD MEETING NOTICES/AGENDAS	7
3.04 PUBLIC INFORMATION	8
3.05 ORIENTATION DAY ADDRESS.....	8
3.06 USE OF BUILDINGS & FACILITIES	8
3.07 BULLETIN BOARDS	8
3.08 INTER-SCHOOL MAIL SYSTEM.....	8
3.09 ASSOCIATION LEAVE	9
<u>ARTICLE IV:</u>	
<u>GRIEVANCE PROCEDURE</u>	
4.01 PURPOSE	10
4.02 DEFINITIONS	10
4.03 TIME LIMITS	10
4.04 CONFORMITY WITH AGREEMENT	10
4.05 GRIEVANCE PROCESS.....	11
<u>ARTICLE V:</u>	
<u>EMPLOYMENT PRACTICES</u>	
5.01 PERSONNEL RECORDS	15
5.02 COMPLAINTS ABOUT BARGAINING UNIT MEMBERS	16
5.03 EVALUATION COMMITTEE	17
5.04 EVALUATION PROCEDURES.....	17
5.05 SERVICE ON BOARD-APPROVED COMMITTEES	19
5.06 IN-SERVICE DAY	19
5.07 INTERNAL SUBSTITUTION	19
5.08 STUDENT TEACHER/PROTÉGÉE	20
5.09 POSTING OF VACANCIES	20
5.10 VOLUNTARY TRANSFER PROCEDURES	20
5.11 INVOLUNTARY TRANSFER PROCEDURES	21
5.12 CONTINUING CONTRACT ELIGIBILITY.....	22
5.13 SUPERINTENDENT RECOMMENDATIONS AND BOARD ACTIONS ON RENEWAL/NONRENEWAL.....	22
5.14 NOTICE OF CLASS ASSIGNMENT.....	22
5.15 EXTENDED LIMITED CONTRACT	22

<u>ARTICLE VI:</u>	<u>WORKING CONDITIONS</u>	
6.01	SCHOOL CALENDAR.....	23
6.02	TEACHER WORKDAY.....	23
6.03	LENGTH OF YEAR	23
6.04	DUTY-FREE LUNCH.....	25
6.05	PLANNING PERIODS	24
6.06	NUMBER OF PREPARATIONS PER DAY.....	24
6.07	TRAVELING TEACHER.....	24
6.08	CLASS SIZE.....	25
6.09	SMOKE-FREE ENVIRONMENT	26
6.10	HIRING OF CERTIFICATED STAFF MEMBERS	26
<u>ARTICLE VII:</u>	<u>LEAVES OF ABSENCE</u>	
7.01	ASSAULT LEAVE	28
7.02	MILITARY LEAVE.....	29
7.03	CHILD CARE LEAVE	29
7.04	PERSONAL LEAVE.....	30
7.05	SABBATICAL LEAVE.....	30
7.06	SICK LEAVE	31
7.07	JURY DUTY/COURT LEAVE.....	32
7.08	INSURANCE ON UNPAID LEAVES	33
<u>ARTICLE VIII:</u>	<u>COMPENSATION</u>	
8.01	PAY PLANS	34
8.02	PAYROLL DEDUCTIONS	35
8.03	REGULAR SALARIES.....	35
8.04	SUPPLEMENTAL SALARIES.....	36
<u>ARTICLE IX:</u>	<u>FRINGE BENEFITS</u>	
9.01	HOSPITALIZATION & DENTAL INSURANCE	37
9.02	GROUP TERM LIFE INSURANCE.....	39
9.03	SEVERANCE PAY	39
9.04	EDUCATIONAL PREROGATIVE	39
9.05	TUITION LOANS	40
9.06	BOARD PICKUP OF TEACHER CONTRIBUTION TO STRS.....	41
9.07	EARLY NOTIFICATION OF RETIREMENT BONUS	42
<u>ARTICLE X:</u>	<u>CONCLUSION</u>	
10.01	SCOPE OF AGREEMENT.....	43
10.02	LENGTH OF AGREEMENT.....	43
10.03	EXECUTION OF AGREEMENT	43
<u>APPENDICES:</u>	"A" ABSENCE FORM.....	44
	"B-1" 2010-11 TEACHERS' SALARY SCHEDULE.....	45
	"B-2" 2011-12 TEACHERS' SALARY SCHEDULE.....	46
	"B-3" 2012-13 TEACHERS' SALARY SCHEDULE.....	47
	"C-1" 2010-11 SUPPLEMENTAL SALARY SCHEDULE.....	48
	"C-2" 2011-12 SUPPLEMENTAL SALARY SCHEDULE.....	52
	"C-3" 2012-13 SUPPLEMENTAL SALARY SCHEDULE.....	56

ARTICLE I:
RECOGNITION

1.01 MANAGEMENT RIGHTS AND SCOPE OF BARGAINING

- 1.0101 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement are subject to collective bargaining between the Oak Hills Local School District Board of Education, hereinafter referred to as the "Board", and the Oak Hills Education Association, hereinafter referred to as the "Association".
- 1.0102 Except as modified by a specific and express term of this written Agreement, the Board hereby retains and reserves to itself and the Superintendent all the powers, rights, authority and duties vested in them by the laws of Ohio and the United States, including but not limited to:
- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of the Board's operations;
 - D. Determine the overall methods, processes, means or personnel by which the Board's operations are to be conducted;
 - E. Discipline or terminate teachers for just cause;
 - F. Lay off, transfer, assign, schedule, promote or retain teachers;
 - G. Determine the overall mission of the School District;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the Board; and
 - J. Promulgate rules and regulations by which the employees of the Board will be governed consistent with the terms of this Contract and law.
- 1.0103 The Board is not required to bargain on subjects reserved to the management and direction of the District except as affect wages, hours, terms and conditions of employment of teachers (that is, the Board need not bargain about decisions in the exercise of its management rights but has a duty to bargain about the effect[s] of such decisions on the wages, hours, terms and other conditions of employment of teacher), and the continuation, modification or deletion of an existing provision of this Agreement.

1.02 RECOGNITION OF THE ASSOCIATION

- 1.0201 The Board recognizes the Oak Hills Education Association, as affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative for all licensed employees who are under contract to teach full-time during the school year including department chairpersons and all regularly-employed part-time teachers and nurses, excluding substitute teachers, tutors, aides and classified personnel, all other administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge teachers of the bargaining unit or have the responsibility to make recommendations thereon.
- 1.0202 The above comprises the bargaining unit in conjunction with Ohio Revised Code (ORC) 4117.

1.03 DEFINITIONS

- 1.0301 A "day" shall be a calendar day unless otherwise indicated.
- 1.0302 "To bargain collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. The parties acknowledge that the duty to bargain in good faith includes the providing of available information, in such form as exists, upon the other party's written request, if such information would be necessary and relevant to collective bargaining proposals or administration of this Agreement.
- 1.0303 A "party" shall be the Board's negotiating team members and/or the Association's negotiating team members.
- 1.0304 A "teacher" is an employee in the bargaining unit.

ARTICLE II:
NEGOTIATIONS PROCEDURES

2.01 OPENING NEGOTIATIONS

- 2.0101 A written request shall be submitted between February 1 and March 15 of the year in which this Agreement expires by the Association President or his/her designee to the Superintendent or by the Superintendent to the Association President or his/her designee.
- 2.0102 The written request of the initiating party shall include the following:
- A. Date of request
 - B. Name of chairperson of negotiations team
 - C. Three (3) proposed possible initial meeting dates which shall be no later than ten (10) days later than the date of the letter, and which shall include times and places.
- 2.0103 The receiving party shall respond in writing within five (5) days of its receipt of the initiating party's request, and shall include the following:
- A. Date of response
 - B. Acknowledgment of receipt of initiating party's request
 - C. Name of chairperson of team
 - D. Acceptance of one (1) of the three (3) proposed possible initial meeting dates, or the listing of proposed possible alternate meeting dates which shall be no later than ten (10) days later than the date of its letter, and which shall include times and places.

2.02 NEGOTIATIONS SESSIONS

- 2.0201 The parties shall meet at a time and place as mutually established under Section 2.01 of this Article for the first negotiation session. A tentative time, place, and date for the next three (3) sessions shall be established before concluding the first session.
- A. Comprehensively-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 otherwise mutually agreed.

- B. The agenda for the subsequent session shall be determined at the end of each session.
 - C. From the date of the first session, a period of forty-five (45) calendar days shall be considered the normal period for negotiations, which period may be extended by mutual agreement. At the end of the 45-day period, either the Association or the Board shall be entitled to invoke the impasse procedures.
- 2.0202 Each team shall be made up of no more than eight (8) people of that party's choice. Each team shall designate a chairperson.
- 2.0203 Each party may have no more than two (2) people to act as observers or consultants at any one time. The observers shall not speak in the negotiations sessions unless mutually agreed to by each party. Formal presentations may be made by consultants upon specific items under discussion.
- 2.0204 Either party shall have the right at any time to recess for a caucus which normally should not exceed one (1) hour in length. Each party shall be responsible for its own minutes of sessions.
- 2.0205 No action to coerce, censor or penalize any negotiation participant shall be made or implied by either party, the Board or the Association.
- 2.0206 As proposed items receive tentative agreement, they shall be reduced to writing and initialed by both parties. Such initialing shall not be considered binding nor as a final agreement by the parties. While no final agreement shall be executed without ratification by the Association and subsequent adoption by the Board, the Board and the Association mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations.

2.03 AGREEMENT

- 2.0301 When an agreement is reached through negotiations, the agreement shall be reduced to writing, signed by the chairperson of each negotiating team, and subsequently submitted to the Association's membership for possible ratification and then to the Board for its possible ratification. Both teams agree to recommend favorably to their respective groups any final tentative agreement signed at the table. The agreement will not become effective until ratified and approved by both the Association and the Board. In the event there is no complete signed off tentative agreement but a final offer, both teams will objectively present it to their respective groups.

- 2.0302 The negotiated Agreement shall be presented to the Association within eight (8) working days of the final negotiating session for ratification when school is in session or within a reasonable time frame, not to exceed thirty (30) calendar days, when school is not in session. Upon ratification by the Association, written notice shall be sent by the Association to the Board confirming that fact. At that time, the negotiated Agreement shall be placed on the agenda of the next regularly-scheduled meeting of the Board for ratification.
- 2.0303 If no regular meeting of the Board is scheduled within fourteen (14) calendar days of receipt of the notice of ratification by the Association, a special meeting shall be scheduled by the Board for ratification. Upon adoption by the Board, the negotiated Agreement shall supersede any existing Board policies with which it may be in conflict.

2.04 **IMPASSE**

- 2.0401 If the parties are using the conventional bargaining process and have not reached agreement on a successor agreement by June 1 of the year in which this Agreement expires, either party may request the appointment of a federal mediator. The mediator will meet with the parties no more than three (3) times by June 30 in an effort to resolve the remaining issues. If an impasse remains after June 30 the Association then shall have the right to exercise its rights as outlined in ORC 4117.14(D). The parties may, however, mutually agree to continue bargaining or use some other step to resolve the dispute.
- 2.0402 If the parties are using the compacted process of bargaining and have not reached agreement on a successor agreement at the end of not more than three (3) days, either party may request the appointment of a federal mediator. The mediator will meet with the parties no more than three (3) times within twenty (20) calendar days after the end of the three (3) day bargaining sessions in an effort to resolve the remaining issues. If an impasse remains after the twenty (20) days mediation period has ended, the Association then shall have the right to exercise its rights as outlined in ORC 4117.14(D). The parties may, however, mutually agree to continue bargaining or use some other step to resolve the dispute.
- 2.0403 In the event all of the impasse procedures set forth in this Agreement have been fully completed and no agreement has been reached between the parties and the effective date of the Agreement provisions at issue have expired, and/or the entire contract has expired and the Association has given the statutory notice to strike required by ORC Chapter 4117, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this Agreement. The Board agrees that this provision of the Professional Agreement provides the Association the contractual right to strike on the issues that are negotiable under the reopener provisions of this Agreement.

2.05 **PROVISIONS CONTRARY TO LAW**

- 2.0501 Consistent with ORC Chapter 4117, this Agreement shall supersede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with this Agreement.

- 2.0502 If it is determined by a court of law with jurisdiction over this School District or by an act of the Federal and/or State Legislature(s), that all or part of a negotiated provision is contrary to law, then that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect.

- 2.0503 If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by either party on that provision to obtain a workable provision within the established legal structure.

- 2.0504 Where this Agreement is silent about a subject, applicable state law shall govern.

ARTICLE III:
ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organization rights as the 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:

3.01 ASSOCIATION DUES

- 3.0101 Payroll deduction of Association dues at no cost to the Association and/or its members.
- 3.0102 Any member of the bargaining unit beginning work on or before October 17 who desires the deduction of his/her Association dues from his/her paychecks shall provide the Board Treasurer with a written authorization for said deduction no later than October 31 of each year. Said member shall have his/her dues deducted in fifteen (15) equal consecutive installments beginning with the sixth (6th) paycheck.
- 3.0103 Any teacher beginning work after October 17 who desires the deduction of his/her Association dues from his/her paychecks shall file a written authorization within fourteen (14) calendar days of his/her first workday. The total amount of his/her Association dues shall be prorated into fifteen (15) equal consecutive installments beginning with his/her second paycheck; if such teacher will receive fewer than fifteen (15) paychecks, his/her dues deduction shall be prorated into the total number of paychecks he/she receives.

3.02 PRINTING CONTRACT

The Board shall arrange for printing of the final Agreement between the parties, and the Association shall pay for one-half (½) the cost of printing.

3.03 BOARD MEETING NOTICES/AGENDAS

- 3.0301 Notice to the Association President of Board meetings in the same manner as a person requesting notification pursuant to the Ohio Revised Code Section 121.22 and/or successor sections. In the case of an emergency meeting, the Association President will be notified of said meeting at the telephone number he/she provides to the Superintendent for that purpose.
- 3.0302 A copy of the agenda of each regular Board meeting, if prepared, shall be provided electronically to the Association President and posted on the District website, for each regularly scheduled Board meeting. The agenda for each regular Board meeting held during the school year will be delivered to the Association President's school, and for those meetings held during the non-school year, mailed to the Association President's home.

3.04 PUBLIC INFORMATION

Upon request, one (1) copy of all public information, without charge for the first one hundred (100) pages each school year at current cost per copy per page thereafter.

3.05 ORIENTATION DAY ADDRESS

Time will be provided for the Association President to address the staff at the total staff orientation day meeting. If no total staff orientation day meeting is held, the Association President and/or Association building designees will be provided time to address staff at the opening day building meetings.

3.06 USE OF BUILDINGS & FACILITIES

3.0601 Access to the schools by Association representatives, provided such presence is made known to the school office and such presence does not interfere with teachers of the bargaining unit during their regularly-scheduled classes and study halls.

3.0602 The Association shall have use of a portion of a building and/or facilities for Association business. The Association shall direct a request for such use to the principal of that building. If the portion of the building and/or its facilities are available, the Association may use same at the date and time requested.

3.0603 The Association shall be granted use of communications and technological equipment upon request directed to the principal, if said equipment is not in District use, provided the Association pays the cost of any supplies used while operating said equipment or any damage done to the equipment as a result of the negligent operation of the equipment by the Association, and provided that such equipment is not used to incite, encourage, or condone an illegal strike by teachers at any time. The dissemination of information about contract negotiations, ratification of a contract, a strike vote, or strike notice is not prohibited.

3.07 BULLETIN BOARDS

Use of bulletin boards in faculty lounges, faculty lunchrooms, and faculty workrooms.

3.08 INTER-SCHOOL MAIL SYSTEM

3.0801 Use of the inter-school mailing system without cost to the Association.

3.0802 The Association may use the teachers' individual building mailboxes and/or individual teachers' network electronic mail accounts to conduct Association business and/or provide notice to members, provided a copy of any general Association material placed in said mailboxes and e-mailed to teachers is either placed in the building principal's mailboxes and sent to the

Superintendent in the intra-District mail simultaneously with its placement in said mailboxes and/or carbon copied through the electronic mail system to the Superintendent and principal. Such material may not be used to incite, encourage, or condone an illegal strike by teachers at any time.

3.09 ASSOCIATION LEAVE

A collective total of twenty-five (25) days of leave with pay and fringe benefits per school year to Association members for Association business.

**ARTICLE IV:
GRIEVANCE PROCEDURE**

4.01 PURPOSE

The grievance procedure is a method by which a teacher of the bargaining unit, a group of teachers of the bargaining unit, or the Association, can express a grievance as defined in this written Agreement, without fear of reprisal, and obtain a fair hearing at the lowest level possible. The primary purpose of this procedure shall be to obtain equitable solutions to grievances at the lowest level and in the shortest period of time.

4.02 DEFINITIONS

4.0201 A "grievance" is defined as a complaint involving an alleged violation, misinterpretation or misapplication of a specific term of this Agreement.

4.0202 "Grievant" shall be an individual teacher, group of teachers, or the Association.

4.0203 A "day" is defined as a workday when a grievance is filed between the first workday of the school year and May 15. Time limits pertaining to a grievance submitted on or after May 16 shall include all calendar days except official state holidays.

4.03 TIME LIMITS

4.0301 Every effort shall be made to expedite the grievance process. Failure of grievant to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior level of hearing. A failure on the part of an administrator or the Board or their designee to adhere to time limits shall move the grievance to the next step. The time limits may, however, be extended by mutual agreement of the parties concerned; such extension shall be expressed in writing.

4.0302 If any grievance is not initiated at Level Two within fifteen (15) days after the occurrence of the act or condition which is the basis of the grievance, said grievance and the right to file it shall be waived.

4.04 CONFORMITY WITH AGREEMENT

4.0401 Nothing required by this formal grievance procedure shall be construed as preventing any teacher of the bargaining unit or group of teachers of the bargaining unit having a complaint or problem from discussing the matter informally with any appropriate representative of the administration and having such matter adjusted without the intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of the negotiated Agreement and as long as an Association representative has the opportunity to be present at the adjustment.

- 4.0402 The Board shall have an affirmative duty to notify the Association of the date, time and place of a meeting with an individual to discuss his/her grievance only at and after Level Two.
- 4.0403 At Level One, the teacher's concern will be in the nature of a complaint and the Level One discussion will involve only the grievant and the supervisor or principal.

4.05 GRIEVANCE PROCESS

4.0501 Level One: Informal Procedure

- A. The grievant(s) shall first discuss a potential grievance with his/her/their/its supervisor or principal who is the subject of the grievance.
- B. Neither the grievant(s) nor the supervisor/principal shall be accompanied by anyone at this level of the grievance procedure.
- C. Said supervisor/principal shall reply within seven (7) days to the grievant(s) with reference to the grievance.

4.0502 Level Two: Principal

- A. In the event the grievant(s) is/are not satisfied with the disposition of the grievance at the informal level, the grievant(s) may file a grievance in writing with the supervisor/principal using the form furnished by the Board. Said grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provisions of the Agreement allegedly violated, misinterpreted, or misapplied.
- B. After the receipt of a written grievance, timely filed, the supervisor/principal shall arrange a hearing with the grievant(s) to be held within seven (7) days at a time mutually agreeable. The grievant(s) and the supervisor/principal each may be accompanied at said hearing by an employee of the District each assigned respectively by the District and the Association. A written statement of the action taken and the specific reason(s) therefore shall be sent to the grievant(s) on the prescribed form within seven (7) days after the hearing.

4.0503 Level Three: Superintendent

- A. In the event that the grievant(s) is/are not satisfied with the disposition of the grievance at Level Two, the grievant(s) may appeal the grievance in writing to the Superintendent or his/her designee on the prescribed form. Such appeal in writing must be filed with the Superintendent or his/her designee no later than seven (7) days after the grievant(s) receives the response of the supervisor/principal under Level Two of this procedure.

- B. Upon receipt of the Level Three appeal, the Superintendent or his/her designee shall arrange a hearing within seven (7) days concerning the grievance at a time mutually agreeable.
- C. The grievant(s) may be represented by an Association representative at this level of the grievance procedure.
- D. Within seven (7) days after this hearing, the Superintendent or his/her designee will issue his/her decision along with the specific reasons, in writing, on the prescribed form. A copy(ies) will be furnished to the grievant(s). All Association grievances as previously defined herein shall be initiated at Level Three of the grievance procedure.

4.0504 Level Four: Arbitration

- A. If the grievant(s) is/are not satisfied with the decision at Level Three, with respect to a grievance alleging a violation, misinterpretation, or misapplication of this Agreement, the Association may appeal the decision to arbitration within seven (7) days of receipt of the Board's decision by filing a written demand for arbitration with the Board Treasurer.
- B. The decision of the arbitrator shall be binding.
- C. The parties shall mutually agree to use the following four (4) arbitrators:
 - 1. Michael Paolucci
 - 2. Robert Stein
 - 3. Mitch Goldberg
 - 4. Frank Keenan

Assignment of grievances shall be made on a continuous rotating basis among the four (4) above-mentioned arbitrators. In the event an arbitrator is unable to remain on the list, the parties shall meet to mutually agree upon a replacement.

- D. The arbitrator's hearing shall be held at the earliest possible time which is mutually convenient to the Association, the Board and the arbitrator. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and locale of the hearing.
- E. The arbitrator shall issue his/her decision within the time limits prescribed by the AAA and his/her report shall be transmitted simultaneously to the Association and the Board. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement or to impair or disregard any Board or Association rights set forth in this Agreement. The arbitrator has the authority to determine arbitrability if such an issue exists.

- F. No later than ten (10) work days prior to the scheduled arbitration hearing a disclosure conference must be held between a representative of the Board and the Association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose any of the above-referenced materials at or prior to this disclosure conference shall not result in the exclusion of said evidence, exhibit and/or testimony at the arbitration hearing.
- G. The cost for the arbitration shall be the responsibility of the unsuccessful party in the arbitration proceeding.
- H. Each party shall be responsible for the fees and expenses of its representative.

4.0505 Right to Representation:

During the term of this negotiated Agreement, no teacher of the bargaining unit may be represented by any teacher organization and/or attorney or advocate other than the Association representatives or an attorney provided by the Association in any grievance initiated. However, a teacher may have personal legal representation present at a grievance meeting and/or hearing for the purpose of observation only.

4.0506 Miscellaneous:

- A. A grievance may be withdrawn at any level without prejudice or record, except as stated herein. If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all costs and fees associated with said withdrawal unless the allocation of the costs and fees are mutually agreed to by the employer and the Association as part of a settlement of the grievance.
- B. Forms for filing and appealing grievances will be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible to all teachers of the bargaining unit without request to their administrators.
- C. The Board and the Association will cooperate with each other in the investigation of any grievance.
- D. No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any members of the Association by reason of such participation.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. Records of the grievance will be kept confidential, as permitted by law.

- G. To the extent permitted by law, when a teacher with a grievance applies for other employment or is employed outside the District, no records, documents and/or communications relating to said grievance shall be forwarded to or shared with the other employer.

- H. The Association's representative shall not lose pay or benefits for attending grievance meetings with representatives of the Board scheduled by mutual agreement or by Board representatives.

**ARTICLE V:
EMPLOYMENT PRACTICES**

5.01 PERSONNEL RECORDS

- 5.0101 The Board's personnel file of each teacher of the bargaining unit shall be maintained at the Superintendent's office.
- A. The non-public contents of the file shall be considered confidential; said file shall be the only file of information pertaining to the teachers of the bargaining unit maintained at the Superintendent's office.
 - B. In addition, the principal of each building may maintain a file for each teacher assigned to his/her building.
 - (1) The non-public contents of the principal's file shall be considered confidential.
 - (2) The principal's file on a traveling teacher shall be kept at the building in which the traveling teacher spends the majority of his/her time.
 - C. Non-public records include medical records, confidential law enforcement investigative records, and records the release of which is prohibited by state or federal law. Observation and evaluation reports shall be considered confidential records to the extent allowed by law.
- 5.0102 Each teacher shall have access to his/her personnel files excluding pre-employment information at the Superintendent's office, and at his/her school office, if a file is located there, between 8:00 a.m. and 4:00 p.m., Mondays through Fridays, exclusive of holidays; said access shall be on the same day requested by the teacher, or on a later day if mutually agreeable.
- A. Such inspection shall be in the presence of the Superintendent or principal or his/her designee.
 - B. If the Superintendent or building principal expects to be absent when a teacher is going to review his/her personnel file, the Superintendent or principal shall designate someone to supervise the review and secure the file(s) upon completion of the review.
 - C. The teacher at his/her option shall have the right to be accompanied by an Association Representative.
 - D. The teacher shall have the right to make copies of any document(s) contained in his/her personnel files.
 - E. Cost of making such copies shall be paid by the teacher.

- 5.0103 Access by a person other than the teacher shall be in accordance with Chapter 1347 and Chapter 143 of the Ohio Revised Code and any other applicable law.
- 5.0104 No material shall be placed in a teacher's file unless it is dated with the date it is placed in the file, the teacher involved has been given an opportunity to review same prior to its placement in his/her file, and it is signed by the administrator placing the information in the file.
- A. The teacher shall be given the opportunity to sign the material prior to its placement in his/her file.
 - B. If the teacher refuses to sign the material, the administrator shall indicate that fact on the material in the presence of the teacher.
 - C. The teacher's signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher.
 - D. The teacher may at his/her option place a reply in his/her file(s) at any time to any material that is placed in his/her file.
- 5.0105 A teacher may file a written request with the Superintendent for him/her to consider the removal of a document in the teacher's file. The written request must state the reasons for the requested removal.
- 5.0106 This section of the Agreement shall not limit and/or waive the rights accorded to teachers by Chapter 1347 of the Ohio Revised Code and any subsequently added sections.

5.02 COMPLAINTS ABOUT BARGAINING UNIT MEMBERS

- 5.0201 It is the policy of the Board to provide the teachers in this School District with prompt and reasonable notice by the administrative staff of any specific complaint directed to that teacher in connection with his/her professional performance in this District. Any complaint about a unit teacher will be investigated by the administration before consideration by the Board.
- A. The unit teacher involved will be informed and will be given an opportunity for explanation, comment and presentation of the facts from his/her point of view, at each administrative level.
 - B. He/she will also be given the opportunity to meet with the person(s) making the complaint if the complainant agrees.
- 5.0202 Complaints by the public which are not specific in nature or which do not relate to a specific incident or to a specific teacher, but rather to a perceived condition or event or series of events prevalent in the District or in a building may be discussed by the administrator with the staff as a whole or particularly without the necessity of identifying the complainant or complainants as the case may be.

- 5.0203 Wherever possible, complaints should be made directly to the individual involved. Thus a classroom concern should first be directed to the teacher. Usually, matters can be resolved by means of a conference. If the conflict is not resolved, the matter should be referred to the next appropriate level. This could involve supervisors, assistant principals, or principals.
- 5.0204 If not resolved at the school level, the matter should be brought to the attention of the Superintendent. Finally, the Board or an appropriate committee of the same, may meet to consider any complaint which the Superintendent has not satisfactorily resolved.
- 5.0205 Complaints received by members of the Board will be referred to the Superintendent. The Superintendent or members of the District office administration will refer complaints to the building principal. The principal shall seek to have the complaint handled by the appropriate member of his/her staff.
- 5.0206 The source of complaints which will require a recommended change in professional performance, demeanor, and/or which will result in disciplinary action must be disclosed. However, if such changes or actions are a result of administrative investigation, then it is not a complaint by the public and 5.0206 shall not apply.
- 5.0207 Anonymous complaints shall be disregarded, except to be a basis for investigation per 5.0206.

5.03 EVALUATION COMMITTEE

- 5.0301 The parties shall establish an evaluation committee composed of the Director of Personnel, three (3) administrators appointed by the Superintendent and the Association President, and three (3) teachers appointed by the Association President.
- 5.0302 This committee shall meet to determine evaluation criteria and forms.
- 5.0303 This committee shall meet during the spring of any school year, upon written request of either party, to review the evaluation criteria and forms used during that school year.

5.04 EVALUATION PROCEDURES

- 5.0401 The language contained in this Section (5.04) shall supersede and replace ORC 3319.111 in its entirety.
- 5.0402 Observation Scheduling
- A. All teachers in their first full year in the Oak Hills Local School District will be formally observed a minimum of four (4) times during the school year.

- B. All teachers in their second full year in the Oak Hills Local School District will be formally observed a minimum of four (4) times during the school year.
 - C. All teachers in their third full year in the Oak Hills Local School District will be formally observed a minimum of two (2) times during the school year.
 - D. For those teachers requiring four (4) evaluations, a minimum of two (2) observations shall be completed during each semester of the school year (two [2] in the first semester and two [2] in the second semester).
 - E. All other limited contract teachers and teachers on continuing contracts will be formally observed a minimum of once every five (5) years on a rotating cycle. Teachers in this category will be assigned a year to begin the five-year cycle. It is the responsibility of the building principal to evaluate teachers out of cycle when he/she deems it necessary. A teacher in this category may be observed in a year not on the regular five-year cycle if the teacher is notified by the principal or administrator before the Christmas vacation of that year.
- 5.0403 Observations may be done by building administrators, supervisors, and other certified central office administrators as deemed necessary.
- 5.0404 Formal observations will be a minimum of thirty (30) minutes in duration.
- 5.0405 A post-observation conference will occur and a written report will be given to the teacher for signature within ten (10) school days of the observation. The ten (10) day guideline may be extended by mutual agreement of the teacher and administrator/supervisor or if extenuating circumstances arise from extended absence on the part of either party. This shall apply only to formal observations.
- 5.0406 Observation reports shall include specific recommendations as to any improvements needed and as to a means by which the teacher may obtain assistance in making such improvements.
- 5.0407 An end-of-the-year summary evaluation may be completed if deemed appropriate by the building administrator or if requested by the teacher. An end-of-the-year summary evaluation shall be completed for any teacher recommended for contract nonrenewal prior to Board of Education action.
- 5.0408 A teacher shall be given at least twenty-four (24) hours notice for the first observation of a given school year, unless an alternative is mutually agreed to by the teacher and the administrator/supervisor. This shall apply only to formal observation.
- 5.0409 At the request of a traveling teacher, at least one (1) observation shall be completed by an administrator from each building in which he/she teaches. No later than September 15, a building administrator will be designated to coordinate the above observation requests and to maintain the building personnel file.

- 5.0410 Within the first thirty (30) days of the school year, all teachers will receive a packet of the procedures, forms and criteria to be used in the evaluation process.
- 5.0411 Informal observations, with no written reports on the Oak Hills teacher evaluation form, will be completed periodically. Informal observations have no minimum duration and may or may not be announced.
- 5.0412 Written informal observation reports will not be placed in a teacher's personnel file, unless requested in writing by the teacher.
- 5.0413 Teachers up for renewal shall be evaluated in accordance with the provisions of this Contract. In addition, in the event a teacher is on leave and unavailable to be observed or evaluated as required by the Contract, the administration is relieved of the obligation to observe and/or evaluate the teacher in accordance with the contractual timelines and the Board may non-renew the limited contract of that teacher even though the timelines for observations/evaluations of said teacher have not been complied with by the administration.

5.05 SERVICE ON BOARD-APPROVED COMMITTEES

- 5.0501 No teacher of the bargaining unit shall be involuntarily assigned to a Board-approved committee without his/her prior consent.
- 5.0502 No teacher of the bargaining unit shall be evaluated negatively because of his/her refusal to accept assignment to a Board-approved committee.

5.06 IN-SERVICE DAY

The first day of school is a teacher workday. The first three and one-half (3½) hours of the day is District program time (building level and/or general). The second three and one-half (3½) hours is reserved for teachers to work in their rooms. The duty-free lunch period is separate from this seven (7) hour time period.

5.07 INTERNAL SUBSTITUTION

- 5.0701 Substitutes shall be employed when available for all teachers of the bargaining unit who are absent.
- 5.0702 After reasonable effort has been made to secure a substitute, if it becomes necessary to secure another teacher of the bargaining unit to cover the assigned class(es) of an absent teacher, the principal shall secure the teacher(s) in the following manner:
 - A. First, an attempt shall be made to cover each assigned class voluntarily from among those qualified teachers of the bargaining unit with a planning period. The principal shall attempt to equalize the opportunities to volunteer.

- B. If no teacher of the bargaining unit voluntarily accepts said opportunity, the principal may assign a teacher to cover the assigned class on a rotating basis from those teachers on a planning or supervisory period.
- C. If a teacher of the bargaining unit is required to teach or cover a class during his/her planning period for a teacher who is absent, the teacher filling in shall be compensated at the rate of twenty-five dollars (\$25.00) for each planning period.

5.08 STUDENT TEACHER/PROTÉGÉE

- 5.0801 No teacher of the bargaining unit shall be assigned a student teacher/protégée without his/her prior consent.
 - A. Student teacher supervision/protégée mentoring is not considered a regular duty as covered by the teaching contract of any teacher, and shall be a voluntarily-accepted assignment.
 - B. No teacher/protégée shall be evaluated negatively because of his/her refusal to accept a student teacher/protégée.
- 5.0802 Upon his/her request, the teacher considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college and/or university. A copy of that contract will be provided at the teacher's request, at his/her cost. Guidelines for mentoring a protégée shall be mutually determined by the Board and the Association in compliance with the law.

5.09 POSTING OF VACANCIES

- 5.0901 Vacancies shall be posted at the appropriate location on the District's website.
 - A. A vacancy shall be defined as any newly-created bargaining unit position or a bargaining unit position created by resignation, retirement, termination, or transfer.
 - B. The posted notice shall contain the certificate(s) required, description of vacancy, and the deadline for filing applications.

5.10 VOLUNTARY TRANSFER PROCEDURES

- 5.1001 Any teacher of the bargaining unit desiring a change in building location and/or subject area/grade level assignment for the following work year shall so notify his/her current building principal in writing by April 1 of that school year.
 - A. Transfer requests shall include: reasons for transfer, the grade level, position, or building sought, and the teacher's current certification.

- B. Copies of the transfer request should also be sent to the Director of Personnel and to the Association President.
 - C. Transfer requests shall be renewed once a year to assure active consideration by the administration.
 - D. A filed request to be transferred to a posted vacancy, unless rescinded, shall constitute consent to the transfer if granted.
- 5.1002 Transfer requests on file with the Director of Personnel shall be considered along with all applications of applicants desiring employment with the District for any posted vacancy and/or any desired change in building location and/or subject area/grade level.
- 5.1003 It is understood all positions are filled in the sole discretion of the Board subject only to the notification provision herein and all applicable laws.

5.11 INVOLUNTARY TRANSFER PROCEDURES

In an effort to ensure that assignments created by involuntary transfers are done in a fair and equitable manner, the following procedures shall be followed:

- 5.1101 An administrator shall discuss the reasons for transfer(s) with those involved as soon as feasible after the needs are identified. One (1) or more of the following factors shall be considered and discussed in making the transfer recommendation:
- A. Teacher, supervisor, department chairperson's input
 - B. Certification
 - C. Needs of school(s) and/or District
 - D. Special skills of teacher
 - E. Contract status of teacher
 - F. Reason for vacancy (return from leave of other staff, etc.)
 - G. Performance level of teacher
 - H. Seniority
- 5.1102 If the transfer is to occur during the school year, it shall normally be planned for natural breaks of quarters or semesters.
- 5.1103 If the transfer is to occur at the beginning of the next school year, the teacher shall normally be informed by the end of the current school year.
- 5.1104 In event circumstances are such that the final disposition of the transfer may not be known until after the school year ends, the principal shall notify any affected teacher(s) as soon as possible as to the status of the teacher's assignment.
- 5.1105 Disagreements as to the transfer shall be fully discussed with the individual who may be accompanied by a representative of his/her choice during these discussions.

- 5.1106 Unsatisfactory resolutions of the assignment shall be discussed with the Director of Personnel prior to the final recommendation to the Superintendent.
- 5.1107 When a teacher is notified of an intended transfer of him/her to another building, the teacher may request a tentative schedule for the new assignment, which will be provided as soon as feasible. The administration may change the schedule as circumstances change.

5.12 CONTINUING CONTRACT ELIGIBILITY

Teachers shall be eligible for continuing contract status in accordance with ORC Section 3319.11, provided however that no teacher shall be deemed eligible to be considered for a continuing contract nor be deemed employed on a continuing contract by operation of law unless the teacher, no later than November 1st of the school year in which the teacher's employment contract is to expire, files with the Oak Hills Superintendent or his/her designee, a letter of intent that they will meet all legal qualifications of a continuing contract prior to receipt of a new contract for the following year. The Board shall provide to each teacher a hard copy containing all the information on the state eligibility requirements for obtaining a continuing contract not later than September 15th of each school year. Failure by the teacher to provide written notice of continuing contract eligibility by November 1st may result in the teacher receiving a one year limited contract. Grades/transcripts initially eligible for continuing contract must be received by the Superintendent or Superintendent's designee prior to April 15th of each year. This provision supersedes and replaces those requirements of Ohio Revised Code Section 3319.08 and 3319.11.

5.13 SUPERINTENDENT RECOMMENDATIONS AND BOARD ACTIONS ON RENEWAL/ NONRENEWAL

Contract non-renewal shall be accomplished in accordance with ORC 3319.11.

5.14 NOTICE OF CLASS ASSIGNMENT

All members of the bargaining unit shall be informally notified by the end of the school year of their tentative grade level or class assignment(s) for the following school year. If the assignment is changed after the end of the school year, the teacher shall be promptly notified of the change.

5.15 EXTENDED LIMITED CONTRACT

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on or before April 15. The teacher may be placed on an extended limited contract of either one (1) or two (2) years. If the teacher is reemployed at the end of the extended limited contract period, he/she shall be given a continuing contract. This Article intends to supersede Ohio Revised Code 3319 as it relates to the process for the provision of an extended limited contract to an employee.

ARTICLE VI:
WORKING CONDITIONS

6.01 **SCHOOL CALENDAR**

6.0101 The calendar and any amendments and/or changes thereto shall be set by the Board in its sole discretion. However, under Article I, Section 1.01, Subsection 1.0103, the Association has the right to bargain the effects of the placement of the days that will be used as makeup days in the calendar.

6.02 **TEACHER WORKDAY**

6.0201 The Board shall provide the Association notice of building schedules for the next school year prior to the end of each school year. If the Board or the administration propose any change in building schedules, the Board recognizes its duty to bargaining over any effects the schedule change may have on the terms and conditions of teachers' employment.

6.0202 A teacher's workday may exceed the length of his/her regular workday if his/her attendance is required by his/her principal or other administrator at a meeting or conference, excluding mandatory presence at PTA meetings. However, teachers may be required to attend no more than two (2) PTA meetings each school year.

6.0203 A reasonable effort will be made to schedule required meetings and conferences during the regular workday.

6.0204 The length of the regular workday for all full-time teachers shall be seven and one-half (7½) consecutive hours including lunch period.

6.03 **LENGTH OF YEAR**

6.0301 The contract year for teachers shall be one hundred eighty-five (185) regular workdays, three (3) of which shall be used for half in-service, half for grade records at the end of the first three report periods.

6.0302 Notice of any proposed change in the length of year or length of the regular workday shall be given to the Association President on or before April 1 of the school year preceding the school year in which the proposed length of year/day would increase. The Board and the Association must mutually agree to any changes in the length of the work year/work day, unless otherwise required by state or federal law.

6.04 **DUTY-FREE LUNCH**

Each teacher of the bargaining unit who is employed on more than a half-time contract shall be granted thirty (30) consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any school/work activity and/or duty.

6.05 **PLANNING PERIODS**

6.0501 Each teacher of the bargaining unit who is an elementary classroom teacher (grades K-5) shall be provided no fewer than five (5) planning periods per week when his/her students are in physical education, art, and music classes.

A. When student scheduling permits, physical education, art, music, remedial reading, intervention specialist teachers each shall be provided an average of five (5) planning periods per week. If the Board cannot schedule such special teachers for conference periods during the instructional day, it will provide them with duty-free time before and/or after the school day for the full length of time they are required to be present.

B. Whenever possible, planning periods each shall be no less than thirty (30) consecutive minutes.

6.0502 Each teacher of the bargaining unit who works at a middle and/or senior high school(s) (grades 6-12) shall be provided one (1) planning period during each student day; each planning period shall be equal to one (1) class period in length. A special daily schedule may modify a teacher's planning period on that given day.

6.0503 The planning periods of each teacher of the bargaining unit shall be scheduled during the regular student day and shall be exclusive of the teacher's duty-free lunch period.

6.06 **NUMBER OF PREPARATIONS PER DAY**

6.0601 The number of preparations assigned to each teacher of the bargaining unit at the secondary level shall be such that workloads are equalized to the extent possible.

6.0602 Both the teachers and the course of study offered shall be considered when assigning preparations to each teacher.

6.07 **TRAVELING TEACHER**

6.0701 The term "traveling teacher" shall be defined as any teacher of the bargaining unit who has assigned duties in more than one (1) building in the District as part of his/her scheduled assignment in the same day.

- 6.0702 Number of evaluations for traveling teachers shall be made on the same basis as for non-traveling teachers.
- 6.0703 The traveling time required of any teacher of the bargaining unit shall not cause his/her workday to exceed the regular workday as defined in this Agreement.
- 6.0704 Traveling teachers shall be compensated at the IRS mileage reimbursement rate that is in effect as of July 1st for the following school year.

6.08 **CLASS SIZE**

6.0801 Grades K through 4

The District shall meet the State-mandated requirements for class sizes for grades K through 4.

6.0802 Grades K through 5

For grades K-5, "average enrollment" shall be calculated by dividing the total enrollment in each grade in each building by the number of teachers at the grade level in that building, including homeroom teachers and floating teachers but not including art, music, physical education, EXCEL, Remedial Reading, and special education teachers.

- A. For grades K-1, when the average enrollment in a grade level in a building exceeds twenty-nine (29), an aide will be provided on a shared basis at that grade level.
- B. For grades 2-3, when the average enrollment in a grade level in a building exceeds thirty-one (31), an aide will be provided on a shared basis at that grade level.
- C. For grades 4-5, when the average enrollment in a grade level in a building exceeds thirty-two (32), an aide will be provided on a shared basis at that grade level.
- D. If there are six (6) or more class sections at such a grade level in a building, two (2) aides will be provided on a shared basis at that grade level.
- E. An aide may be reassigned or withdrawn if the enrollment decreases below the triggering factor.

6.0803 Secondary 6-12

- A. Except in certain activity-type classes such as physical education and music, the daily student load for a teacher at the secondary level (6-12) shall not exceed one hundred seventy (170) pupils, excluding study bells and homerooms.

- B. Bargaining unit members who are asked and/or requested to teach a daily student load of more than 170 pupils for reasons such as, but not limited to, the desire to have an additional class rather than a duty period, shall be permitted to do so only with the concurrence of the teacher, the building principal, the Association and the Superintendent/designee. All such requests must be made in writing by the requesting party.
- C. When calculating the student load for block classes, when only one teacher is assigned to the class the student number shall be doubled.
- D. The class size totals must be in compliance no later than September 25 for semester 1 and February 10 for semester 2.

6.0804 The provisions of Subsections 6.0803 and 6.0804 shall not be considered part of the status quo on July 1, 2010, and shall not be included in a successor agreement unless negotiated and agreed upon again by the two (2) parties.

6.09 SMOKE-FREE ENVIRONMENT

- 6.0901 Smoking and the use of tobacco products are banned in all buildings and on all property owned by the Oak Hills Local School District by all persons at all times
- 6.0902 Assistance will be provided as per the District's current health care provider, if such assistance is available, for staff members requesting help in stopping/reducing their use of tobacco.

6.10 HIRING OF RETIRED CERTIFICATED STAFF MEMBERS

- 6.1001 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article and only the conditions set forth in this Article shall apply to the employment of these individuals:
 - A. The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of fifteen (15) years of experience and a minimum of five (5) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
 - B. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
 - C. Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter 3319.111 of the Ohio Revised Code nor to take formal action to not re-employ the employee pursuant

to Chapter 3319.11 of the 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.

- D. Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
- E. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 5.12 of this Agreement.
- F. Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. Rehired teachers are eligible for the contracted health insurance.

6.1002 Pursuant to the authority provided by R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio.

**ARTICLE VII:
LEAVES OF ABSENCE**

7.01 ASSAULT LEAVE

- 7.0101 Any assault upon any teacher of the bargaining unit should be reported as soon as possible to the administrator in charge, who shall investigate the incident as soon as possible.
- A. Assault leave will be available to a teacher to the extent permitted by this provision for physical injuries received as a result of the assault.
- B. In addition, nothing herein shall preclude the Board from granting additional assault leave if, in its sole discretion, the Board deems it appropriate.
- 7.0102 The teacher requesting assault leave shall sign an assault leave form as soon as possible to justify the use of his/her assault leave and said teacher must file a police report. A copy of the police report shall be provided to the Superintendent or Superintendent's designee. The administration shall initiate student or staff disciplinary proceedings, if applicable.
- 7.0103 In addition, the teacher shall furnish a physician's report to his/her principal if he/she has requested more than four (4) or more days of assault leave; said report shall indicate the nature of the injury, the physician's opinion of the causal relationship of the injury to the alleged assault, and the probable duration of the injury.
- A. The administrator in charge shall, after his/her investigation of the incident, write a report which shall be based upon:
- (1) the assaulted teacher's signed assault leave form;
 - (2) the physician's report(s), if submitted;
 - (3) the police report(s); and,
 - (4) other facts and data gathered in his/her investigation.
- B. The administrator shall forward the report of the alleged assault to the Superintendent or Superintendent's designee, with a copy being sent at the same time to the assaulted teacher.
- 7.0104 The duration of an assault leave granted by the Superintendent or Superintendent's designee shall not exceed thirty (30) days with pay per school year per teacher. Any teacher requiring more than thirty (30) days must petition the Board for approval.
- 7.0105 Any teacher granted assault leave shall receive his/her salary and fringe benefits during the course of said leave.
- 7.0106 Application for assault leave shall be made by completing an "Assault Leave Request" form (Appendix "A") and providing copy of the filed police report to the Superintendent or the Superintendent's designee.

7.02 MILITARY LEAVE

Military leave shall be pursuant to ORC 3319.14, ORC 5903.02, ORC 5903.03, and any and all other state and federal laws, rules, and regulations.

7.03 CHILD CARE LEAVE

7.0301 Notwithstanding the provisions of the Family Medical Leave Act, a teacher of the bargaining unit may be granted a child care leave of absence for the purpose(s) of child rearing without pay if approved by the Board in its sole discretion.

7.0302 A teacher on child care leave may continue to participate in the group insurance plan(s) if allowable by the insurer(s) and provided the teacher pays one hundred percent (100%) of his/her premium(s) for the length of his/her leave.

7.0303 The teacher shall submit written notification of his/her desire to take child care leave, when possible, at least sixty (60) calendar days prior to the date upon which the leave is requested to begin. In the case of adoption, notification of child care leave shall be submitted as soon as possible prior to the anticipated commencement of the leave.

7.0304 Child care leave generally shall not exceed one (1) work year.

A. The Board and teacher mutually may agree that the teacher return later than one (1) year so that the return can coincide with the beginning of a school year.

B. In no case will the leave exceed three (3) semesters.

7.0305 The teacher returning from child care leave shall be returned to his/her former position or to a position consistent with that teacher's certification.

7.0306 The teacher shall remain on leave until the completion of the leave if and as approved by the Board.

7.0307 A teacher shall return from leave at the start of a semester, or a date mutually agreed upon by the Board and the teacher.

7.0308 A teacher shall confirm in writing to the Superintendent at least forty-five (45) days prior to the termination of the approved leave that he/she shall return to work or resign at the completion of the leave.

7.0309 At a female teacher's request, child care leave may commence at the termination of her sick leave benefits due to childbirth.

7.0310 A teacher's application for and/or use of an unpaid health leave for pregnancy-related reasons shall not be grounds for denial of an unpaid child care leave.

7.0311 A limited contract will not be extended past its expiration date by parental leave.

7.04 PERSONAL LEAVE

7.0401 Each teacher shall be entitled to three (3) days of unrestricted personal leave each work year without loss of pay and fringe benefits.

7.0402 Teachers employed on a regular contract less than an entire school year shall be entitled to this leave pro rata, with one (1) leave day accrued for each sixty (60) regular workdays.

7.0403 When possible, application for this leave shall be made to the teacher's principal no less than three (3) workdays in advance of such leave.

7.0404 No more than ten percent (10%) of the teachers in any one building, or six (6) teachers per building, whichever is greater, will be granted leave on any one day solely for the reason of personal leave which cannot be handled after school hours or on a weekend(s).

A. Any teacher requesting this leave after such ten percent (10%) or six (6) of the teachers of his/her building have been granted leave for personal leave may be granted leave if the leave request is approved by the Superintendent or his/her designee.

B. In addition, any teacher requesting this leave for personal leave who has his/her leave request denied, upon request shall receive a written denial to his/her leave request stating that the denial was based only upon the fact that the greater of ten percent (10%) or six (6) of the teachers in his/her building have been granted leave on the day(s) requested or that the other requirement(s) of the leave section of the Agreement were not met.

7.0405 Any teacher requesting a leave day(s) immediately preceding and/or immediately following a holiday or vacation period shall submit his/her request and the written reason(s) for his/her request to his/her principal, who shall forward his/her request to the Director of Human Resources for final discretionary approval.

7.0406 Application for leave shall be made by completing a "Personal Leave Request" form (Appendix "A").

7.05 SABBATICAL LEAVE

7.0501 Upon request, a teacher having at least three (3) years of service to the Oak Hills School District may be granted a sabbatical leave for up to one (1) year.

- 7.0502 A teacher granted sabbatical leave shall receive payment as follows:
- A. 3-6 years in District: \$2,000.00
 - B. 7-11 years service in District \$3,000.00
 - C. Over 11 years service in District..... \$4,000.00
- 7.0503 A teacher granted sabbatical leave must return to the District for a minimum of two (2) years of service. The above sabbatical payment shall be paid to the teacher pro rata with the regular salary over such two (2) year period.
- 7.0504 The period of leave granted shall not be credited toward experience for any purpose.
- 7.0505 The granting or refusal of a request for sabbatical leave is solely within the discretion of the Board and the Board's refusal to grant a sabbatical leave request is not subject to the Grievance Procedure.

7.06 SICK LEAVE

- 7.0601 Each full-time bargaining unit teacher shall be granted up to fifteen (15) sick leave days each school year.
- A. Sick leave days shall be granted at the rate of one and one-fourth (1¼) days per calendar month of completed service, beginning with the first day of work.
 - B. Part-time teachers shall be granted sick leave in accordance with Ohio Revised Code Section 3319.141.
 - C. After five (5) consecutive days of sick leave usage, the teacher shall provide written notice of expected date of return. After six (6) consecutive weeks of sick leave usage, a teacher may be required by the administration to provide written verification from his/her medical care provider.
- 7.0602 Each teacher's cumulative total of unused sick leave days shall be limited to two hundred fifty-two (252) days.
- 7.0603 Each newly employed full-time teacher shall be advanced five (5) sick leave days at the start of the teacher's work year.
- 7.0604 Upon approval of the Superintendent, sick leave may be used for:
- A. Personal illness, injury, pregnancy
 - B. Exposure to contagious disease

- C. Illness, injury, or death in the immediate family. "Immediate family" as used in this Agreement shall mean: spouse, mother, father, sister, brother, grandparent, child, step-child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparent, a person who is in loco parentis, or any person living with the teacher in the same household.

- 7.0605 No less than one-half (½) day shall be deducted from a teacher's accumulated sick leave.
- 7.0606 A teacher shall complete a "Sick Leave" form, attached hereto as Appendix "A".
- 7.0607 Pursuant to the Ohio Revised Code, any teacher having terminated employment with the Board shall have his/her accumulated sick leave reinstated upon re-employment within ten (10) years of the termination of his/her employment, provided he/she has not used such sick leave in the employ of another board of education and/or other public agency(ies) of the State of Ohio or has not been reimbursed under an approved, legal severance payment plan.
- 7.0608 Pursuant to the Ohio Revised Code a teacher re-employed or newly employed by the Board who has been continuously employed by other boards of education and/or by any public agency(ies) of the State of Ohio, shall receive full credit for sick leave accumulated, both in the prior employ of the Board and in the employment of the other public agency(ies) of the State of Ohio as shown in the records of the last employing organization to the maximum of the sick leave accumulation permitted teachers by the Board at the time of said teacher's employment or re-employment.

7.07 JURY DUTY/COURT LEAVE

7.0701 Jury Duty:

Teachers shall be released from duty without loss of pay or benefits for jury duty.

- A. Teachers must report anticipated jury duty absence to their principal(s) as soon as possible.
- B. The teacher may retain the per diem fee, as well as mileage or other out-of-pocket reimbursement from the court for jury duty.

7.0702 Court Leave:

- A. Teachers shall be released from duty, without loss of pay or benefits, for absence due to the teacher's compliance with a subpoena to appear in a court of law, provided that:

- (1) Neither the teacher nor the Association is a party in the litigation adverse to the Board or adverse to any individual Board member or administrator; and,
 - (2) The court appearance is somehow connected with the teacher's employment or school activities (for example, where the teacher is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the teacher is subpoenaed to be a witness in custody litigation involving a pupil).
- B. Such leave shall not be deducted from the teacher's sick leave or personal leave, except that a teacher may use his/her personal leave for an absence required by court subpoena that does not come within the terms of Section 7.0702 above, if personal leave otherwise is available to the teacher.

7.08 INSURANCE ON UNPAID LEAVES

Notwithstanding a teacher's rights under the Family Medical Leave Act, a teacher on contractual unpaid leave status, including sabbatical leave, child care leave, etc., may continue group insurance coverage for him/herself (and dependents) by making timely payment of the entire premium to the Board Treasurer at the teacher's expense. Any teacher on a contractually-approved unpaid leave shall not accrue seniority for pay and/or reduction in force purposes while teacher is on unpaid leave status.

ARTICLE VIII:
COMPENSATION

8.01 **PAY PLANS**

- 8.0101 The Board shall provide twenty-four (24) pays to each bargaining unit member, on or about the first and fifteenth day of each month, starting with September first.
- A If the first of the month falls on a Saturday or Sunday, that paycheck shall be provided on the preceding Friday or last non-holiday before Saturday or Sunday. This procedure shall be followed except that the January first paycheck shall be provided on the first workday in January, so that it will not be switched to a different calendar year and that the first July paycheck shall be provided on the first workday in July so that it will not be switched to a different fiscal year.
- B If the fifteenth of the month falls on a Saturday or Sunday, that paycheck shall be provided on the preceding Friday or last non-holiday before Saturday or Sunday.
- 8.0102 The Association recognizes that any funds not expended as a result of twenty-four (24) pays are not available for salary negotiation purposes as they are a true encumbrance of funds from the previous year's commitment.
- 8.0103 All teachers in the Oak Hills Local School District shall be required to be on a direct deposit plan.
- 8.0104 The Board Treasurer's office shall place into each teacher's handbook a list of all possible voluntary payroll deductions for which the teacher is eligible. This list shall include all companies currently authorized to accept contracts for tax sheltered annuities and/or individual retirement accounts (IRA's).
- A To initiate or make any changes in any of the deductions, a teacher should contact the Board Treasurer's office.
- B Association dues will be administered in accordance with the Association Dues Deduction provision of this Agreement.
- 8.0105 Regular teacher salaries shall be determined by reference to the salary schedule attached hereto (Appendix "B"). The annual salary notice described in ORC 3319.12 shall not be issued. However, the District shall issue a Salben notice to teachers by October 30th of each year.

8.02 PAYROLL DEDUCTIONS

- 8.0201 The Board shall provide payroll deduction(s) in any amount and at no charge to teachers and/or the Association for the following items:
- A. Taxes (city, state, and Federal)
 - B. Association dues
 - C. Credit union
 - D. Medical insurance
 - E. State Teachers Retirement System
 - F. Annuities from the present list of companies in which a deduction would amount to fifty dollars (\$50.00) or more per period, and for which at least five (5) teachers enroll for deductions.
 - G. Disability income
 - H. United Appeal
 - I. Individual Retirement Account (IRA)
- 8.0202 The payroll deduction of any of the above items when optional can only be initiated upon written request of the teacher, and shall be continuous until revoked by the teacher in writing, exclusive of Association dues deduction.
- 8.0203 The Board Treasurer or his/her designee shall present to the Association President or his/her designee, no later than August 1 of each year, a list of all items which can be deducted, both voluntarily and involuntarily, from teachers' paychecks during the following school year. This list shall include the number of installments into which each item may be divided and from which paycheck(s) each item shall be deducted.
- 8.0204 A Section 125 Plan allowing for the sheltering of the employee's qualifying medical and dental expenses and dependent daycare shall be available. The maximum amounts allowable shall be two thousand four hundred dollars (\$2,400.00) for healthcare and five thousand dollars (\$5,000.00) for dependent daycare. Such plans shall be offered by a company acceptable to the Board and at no cost to the Board.

8.03 REGULAR SALARIES

Teachers shall be compensated in accordance with the Teachers' Salary Schedule attached hereto as Appendix "B-1, B-2 and B-3". These salary schedules shall become effective July 1, 2010, July 1, 2011 and July 1, 2012.

8.04 **SUPPLEMENTAL SALARIES**

- 8.0401 Teachers shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule attached as Appendix "C-1, C-2 and C-3". Members who hold full-year supplemental contracts will be paid in two (2) installments: one at the end of each semester. Members who hold seasonal supplemental contracts will be paid at the end of the season's activities.
- 8.0402 No more than two (2) members may split a supplemental contract. Where more than two (2) members currently split a supplemental contract, those members will be grandfathered. However, when those members vacate those supplemental positions, the requirement of no more than two (2) members to a contract will prevail.
- 8.0403 The Board need not fill any or all positions listed on the schedule in any particular school year.
- 8.0404 The Board may create a supplemental position without bargaining with the Association, but has a duty to bargain upon Association request concerning the supplemental salary for the position.
- 8.0405 A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.
- 8.0406 Experience must be based on consecutive years of experience in the supplemental position within the District.
- 8.0407 The Board may grant a teacher credit for experience in the activity from outside the District.
- 8.0408 A coaching change within a sport shall result in a supplemental salary placement on the lowest step of the new position that does not result in a salary decrease. If there is no step of the new position that does not result in a decrease, then the salary will be the top step of the of the new position.
- 8.0409 Only vacancies in supplemental positions created by retirement, resignation, non-renewal, or termination need be posted in accordance with Section 5.09 of this Agreement. Supplemental positions to be refilled in the succeeding year by the incumbent need not be posted.
- 8.0410 If the teacher base salary upon which the Supplemental Salary Schedule is based is changed after the opening of school in a given year, the new Supplemental Salary Schedule salaries will be paid beginning with the next installment of supplemental salaries after the signing of such an agreement.
- 8.0411 Supplemental salaries shall be determined by multiplying the percentage listed in the Supplemental Salary Schedule, Appendix "C", by the BA Step 0 salary from the existing Teachers' Salary Schedule, Appendix "B". The experience factor, as listed at the bottom of Appendix "C", will be applied by multiplying the experience factor by the supplemental salary amount.

ARTICLE IX:
FRINGE BENEFITS

9.01 HOSPITALIZATION & DENTAL INSURANCE

9.0101 Copies of Insurance Agreements:

- A. The Association President shall be provided with a copy of the complete agreements, including complete specifications for coverages, between the Board of Education and Health, Dental, Liability, and Life Insurance carriers.
- B. Copies of said agreements will be provided to the Association within fifteen (15) days of the effective date of any new agreement or change in an agreement.
- C. The provision of said agreements shall be in addition to explanatory booklets, pamphlets, etc., provided to the individual certified employee.
- D. After meeting with the Association and arriving at a consensus on alternatives regarding changes in carrier policies, the Board may implement conditions and limitations which the carrier insists upon so long as these conditions or limitations are being implemented in the carrier's benefit package throughout the greater Cincinnati area.

9.0102 A. The Board may determine the manner and means of providing the benefits set forth in this Article after consulting with the Association and getting its input, so long as the benefits meet the specifications of this Agreement.

B. Any insurance plan offered in accordance with this Section shall conform to the School Employee Health Care Board's best practice of standards for public school districts health plans, as more fully set forth in Ohio Administrative code Chapter 3306-02.

9.0103 The Board shall provide a health maintenance plan and, if there continue to be enough enrollees, a hospitalization/major medical insurance plan.

9.0104 Hospitalization Premiums:

- A. The Board shall contribute ninety percent (90%) of the premium cost for those enrolling in single, double, or family health benefit coverage.
- B. If the monthly premium cost of single, double or family coverage increases during the remainder of this Agreement by more than thirty percent (30%) above the following monthly base rates:

Single	Base Rate	\$290.00
Double	Base Rate	\$672.00
Family	Base Rate	\$773.00

The Board shall then contribute sixty-five percent (65%) and the individual shall contribute thirty-five percent (35%) of the cost which exceeds thirty percent (30%) over above listed base rates.

- C. If the monthly premium cost of single, double or family coverage increases during the remainder of this Agreement by more than forty percent (40%) above the following monthly base rates:

Single	Base Rate	\$290.00
Double	Base Rate	\$672.00
Family	Base Rate	\$773.00

The Board shall then contribute fifty percent (50%) and the individual shall contribute fifty percent (50%) of the cost which exceeds forty percent (40%) over the above listed base rates.

- D. The Board shall apply that part of the teacher's salary which is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. The Board shall comply with IRS and federal law requirements in doing so.

9.0105 Dental Premiums:

- A. For the single or family dental insurance plan, the Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the total premium cost.
- B. If the monthly premium cost for dental insurance coverages increases during the remainder of this Agreement by more than thirty percent (30%) above the average of the monthly costs for January, 1995 and January, 1996 (which is \$16.69 for a single plan and \$51.71 for a family plan), the Board shall contribute sixty-five percent (65) and the individual shall contribute thirty-five percent (35%) of the cost which exceeds thirty percent (30%) over the \$16.69 and \$51.71 family plan costs.
- C. If the monthly premium cost for dental insurance coverage increases during the remainder of this Agreement by more than forty percent (40%) above the average of the monthly costs for January, 1995 and January, 1996 (which is \$16.69 for a single plan and \$51.71 for a family plan), the Board shall contribute fifty percent (50%) and the individual shall contribute fifty percent (50%) of the cost which exceeds forty percent (40%) over the \$16.69 single and \$51.71 family plan costs.
- D. The Board shall apply that part of the teacher's salary which is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. The Board shall comply with IRS and federal law requirements in doing so.

9.02 GROUP TERM LIFE INSURANCE

- 9.0201 The Board shall provide each teacher of the bargaining unit, at no cost to the teacher, group term life insurance in the amount of forty-nine thousand dollars (\$49,000.00).
- 9.0202 Teachers who teach less than full-time shall be entitled to a prorated share of this insurance coverage.
- 9.0203 Through payroll deduction, teachers may purchase up to an additional thirty thousand dollars (\$30,000.00) in life insurance coverage at their own cost.

9.03 SEVERANCE PAY

- 9.0301 A teacher of the bargaining unit who retires from active service with the District shall be eligible for severance pay if he/she:
- A. Accumulates sick leave pursuant to the provisions of the Ohio Revised Code.
 - B. Retires from the employ of the Board and applies for retirement benefits from the State Teachers Retirement System of Ohio.
- 9.0302 The teacher shall receive a sum equal to twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of sixty-three (63) days. Severance pay shall be payable to the teacher within sixty-five (65) days of his/her final date of service with the District. Three (3) days of additional severance shall be paid for those who retire at the maximum sick leave accumulation provided for under this agreement (i.e., those who retire with an accumulated balance of two hundred fifty-two (252) sick days will receive severance calculated at sixty-six (66) days).

9.04 EDUCATIONAL PREROGATIVE

- 9.0401 A child who resides with a teacher who is employed in the bargaining unit but whose residence is outside of the Oak Hills Local School District shall be admitted to the Oak Hills Schools 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 Oak Hills Schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the Oak Hills 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.
- 9.0402 If the Superintendent determines that the cost of educating a particular child admitted under this Section exceeds the per pupil cost of the District by more than twenty percent (20%), he/she shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the Oak Hills Schools. The Superintendent's determination may not be challenged or grieved except on the basis that his/her determination has been arbitrary or capricious.
- 9.0403 The admission of a pupil under this Section shall not require the District to begin or implement any new program.
- 9.0404 The Superintendent in his/her sole discretion may assign or reassign any pupil admitted under this Section.
- 9.0405 The teacher shall pay the full difference between the state's contribution per pupil and the District's expenditure per pupil cost with a fractional cost break for all children. The state's contribution per pupil shall be determined to be the lesser of either the per pupil amount deducted for community schools as indicated on the District's pass form for the current fiscal year or the tuition rate as determined by the Ohio Department of Education for the current fiscal year. The calculation shall be made on April 1 or the first workday thereafter using the per pupil expenditure as provided by the Ohio Department of Education for the previous school year. This educational prerogative provision will only apply to teachers employed as of September 1, 1993.

9.05 TUITION LOANS

- 9.0501 The District shall provide an interest-free tuition loan to qualifying unit teachers. In order to qualify for a loan, the unit teacher must meet the following criteria:
- A. Full-time employee of District for three (3) years.
 - B. Enroll in a course of study as approved by the Director of Personnel or designee.
 - C. The Board shall make the payment directly to the university at the teacher's written request. The loan will immediately become due and payable thirty (30) days after completion of the quarter or semester unless the teacher provides evidence of successful completion of the course(s).
 - D. Sign an interest-free note payable to the Board in the amount of the loan and due eighteen (18) months from the date of signing.

- 9.0502 In the event the unit teacher fails to repay the loan pursuant to the terms of the note, or within the thirty (30) days conditioned in paragraph (C) above, and remains in the employ of the Board, the Board Treasurer is authorized to deduct the amount of the note in five (5) equal installments from the employee's regular payroll checks.
- 9.0503 No loan shall exceed one thousand dollars (\$1,000.00) to any employee during any given school year, and the maximum amount available for all employees shall not exceed five thousand dollars (\$5,000.00) during any given school year.
- 9.0504 Applications for loans shall be accepted and processed in May and December each year by a committee established by the Director of Personnel; provided, however, that the Director of Personnel or designee may give preference to those applications for tuition loans for courses taken in areas of critical educational need within the District as determined by the Director of Personnel and the committee.

9.06 BOARD PICKUP OF TEACHER CONTRIBUTION TO STRS

- 9.0601 The total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement.
- A. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary.
- (1) A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher.
- (2) A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher.
- B. The Board's total combined expenditures for teachers' total annual salaries otherwise payable under this Agreement (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- 9.0602 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pickup.
- A. The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the pickup.

- B. The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the pickup.
 - C. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- 9.0603 The pickup shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- 9.0604 The pickup shall be included in the base salary for the purpose of determining supplemental duty salary.
- 9.0605 The Board shall not be liable, either monetarily or otherwise, for the consequences of any adverse ruling by the Internal Revenue Service or a court of law holding the within provisions illegal or invalid.

9.07 EARLY NOTIFICATION OF RETIREMENT BONUS

Any teacher eligible to retire under STRS guidelines who submits their irrevocable letter of resignation for retirement purposes along with proof of retirement eligibility to the Superintendent or Superintendent's designee six (6) months prior to the date of the teacher's date of separation for retirement purposes, will be eligible to receive a cash bonus of one thousand dollars (\$1,000.00). The payment of the early notification of retirement bonus shall be made at the next pay period subsequent to the Board of Education's official acceptance of the teacher's letter of resignation and proof of retirement eligibility. Payment of the retirement notification bonus shall occur no later than forty-five (45) calendar days after the Board's receipt of the teacher's letter of resignation and proof of retirement eligibility.

ARTICLE X:
CONCLUSION

10.01 SCOPE OF AGREEMENT

10.0101 This written Agreement constitutes the entire agreement between the parties on all issues presented and considered during the negotiation of this written Agreement and replaces and supersedes any and all previously negotiated written or oral agreements or understandings by and between the Association and the Board.

10.0102 This provision shall not operate to bar future negotiations over any subject(s) or matter(s) which the Board and the Association mutually agree to negotiate.

10.02 LENGTH OF AGREEMENT

This Agreement shall be in effect for a period beginning July 1, 2010 through June 30, 2013.

10.03 EXECUTION OF AGREEMENT

This negotiated Agreement executed by and between the parties on the 7th day of June 2010, in Hamilton County, Ohio.

OAK HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION:

By Richard W. Allen
President

By Renee York
Treasurer

OAK HILLS EDUCATION ASSOCIATION:

By Debra M. Herndon
President

By Charles H. Johnson
Negotiations Chairperson

APPENDIX "A"

OAK HILLS LOCAL SCHOOL DISTRICT

ABSENCE FORM

EMPLOYEE NAME _____ DATE _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

BUILDING/LOCATION _____

SICK LEAVE

Dates of Absence _____ Total Days _____

_____ Personal Illness Comments _____

_____ Family Illness or Injury Comments _____

_____ Death of Immediate Family Member Comments _____

If required by the Board _____ Name of Physician _____

_____ Date of Consultation _____

VACATION

Dates of Absence _____ Total Days _____

PERSONAL LEAVE

Dates of Absence _____ Total Days _____

Prior approval by your principal/supervisor is required.

OTHER LEAVE

JURY _____ ASSAULT _____ MILITARY _____ ASSOCIATION _____

Dates of Absence _____ Total Days _____

TOTAL DAYS ABSENT _____

Employee Signature Date _____ Supervisor/Principal Signature _____ Date _____

*Falsification of any portion of the document is grounds for suspension or termination of employment under
Sections 3319.081 and 3319.16 of the Ohio Revised Code
Rev. 07/01; 05/07*

APPENDIX "B-1"

OAK HILLS LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective July 1, 2010

Yrs. Exp.	Index	Class II Bach.	Index	Class III 150 Hrs	Index	Class IV Masters	Index	Class V M+15	Index	Class VI M+30
0	1.0000	37,702	1.0600	39,964	1.1300	42,604	1.1800	44,489	1.2300	46,374
1	1.0900	41,095	1.1100	41,850	1.1900	44,866	1.2300	46,374	1.2800	48,259
2	1.1400	42,981	1.1600	43,735	1.2400	46,751	1.2899	48,632	1.3400	50,521
3	1.1900	44,866	1.2200	45,997	1.2899	48,632	1.3400	50,521	1.3900	52,406
4	1.2400	46,751	1.2700	47,882	1.3400	50,521	1.3900	52,406	1.4400	54,291
5	1.2899	48,632	1.3200	49,767	1.3900	52,406	1.4400	54,291	1.4900	56,176
6	1.3499	50,894	1.3700	51,652	1.4400	54,291	1.4900	56,176	1.5400	58,061
7	1.4000	52,783	1.4200	53,537	1.5000	56,553	1.5500	58,439	1.5900	59,947
8	1.5000	56,553	1.5200	57,307	1.6000	60,324	1.6500	62,209	1.7000	64,094
9	1.5500	58,439	1.5700	59,193	1.6500	62,209	1.7000	64,094	1.7500	65,979
10	1.6000	60,324	1.6200	61,078	1.7000	64,094	1.7500	65,979	1.8000	67,864
11	1.6500	62,209	1.6700	62,963	1.7500	65,979	1.8000	67,864	1.8500	69,749
12	1.7500	65,979	1.7700	66,733	1.8500	69,749	1.9000	71,634	1.9500	73,519
13	1.7500	65,979	1.7700	66,733	1.9000	71,634	1.9500	73,519	2.0000	75,405
14	1.7500	65,979	1.7700	66,733	1.9000	71,634	2.0000	75,405	2.0500	77,290
15	1.7500	65,979	1.7700	66,733	1.9000	71,634	2.0000	75,405	2.1000	79,175
16	1.8000	67,864	1.8200	68,618	1.9500	73,519	2.0500	77,290	2.1500	81,060
17	1.8000	67,864	1.8200	68,618	1.9500	73,519	2.0500	77,290	2.1500	81,060
18	1.8000	67,864	1.8200	68,618	1.9500	73,519	2.0500	77,290	2.1500	81,060
19	1.8000	67,864	1.8200	68,618	1.9500	73,519	2.0500	77,290	2.1500	81,060
20	1.8500	69,749	1.8700	70,503	2.0000	75,405	2.1000	79,175	2.2000	82,945
21	1.8500	69,749	1.8700	70,503	2.0000	75,405	2.1000	79,175	2.2000	82,945
22	1.8500	69,749	1.8700	70,503	2.0000	75,405	2.1000	79,175	2.2000	82,945
23	1.8500	69,749	1.8700	70,503	2.0000	75,405	2.1000	79,175	2.2000	82,945
24	1.8750	70,692	1.8950	71,446	2.0250	76,347	2.1250	80,117	2.2250	83,888
25	1.9000	71,634	1.9200	72,388	2.0500	77,290	2.1500	81,060	2.2500	84,830

APPENDIX "B-2"

OAK HILLS LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective July 1, 2011

Yrs. Exp.	Index	Class II Bach.	Index	Class III 150 Hrs	Index	Class IV Masters	Index	Class V M+15	Index	Class VI M+30
0	1.0000	38,456	1.0600	40,764	1.1300	43,456	1.1800	45,378	1.2300	47,301
1	1.0900	41,917	1.1100	42,686	1.1900	45,763	1.2300	47,301	1.2800	49,224
2	1.1400	43,840	1.1600	44,609	1.2400	47,686	1.2899	49,605	1.3400	51,531
3	1.1900	45,763	1.2200	46,917	1.2899	49,605	1.3400	51,531	1.3900	53,454
4	1.2400	47,686	1.2700	48,840	1.3400	51,531	1.3900	53,454	1.4400	55,377
5	1.2899	49,605	1.3200	50,762	1.3900	53,454	1.4400	55,377	1.4900	57,300
6	1.3499	51,912	1.3700	52,685	1.4400	55,377	1.4900	57,300	1.5400	59,223
7	1.4000	53,839	1.4200	54,608	1.5000	57,684	1.5500	59,607	1.5900	61,146
8	1.5000	57,684	1.5200	58,454	1.6000	61,530	1.6500	63,453	1.7000	65,376
9	1.5500	59,607	1.5700	60,376	1.6500	63,453	1.7000	65,376	1.7500	67,299
10	1.6000	61,530	1.6200	62,299	1.7000	65,376	1.7500	67,299	1.8000	69,221
11	1.6500	63,453	1.6700	64,222	1.7500	67,299	1.8000	69,221	1.8500	71,144
12	1.7500	67,299	1.7700	68,068	1.8500	71,144	1.9000	73,067	1.9500	74,990
13	1.7500	67,299	1.7700	68,068	1.9000	73,067	1.9500	74,990	2.0000	76,913
14	1.7500	67,299	1.7700	68,068	1.9000	73,067	2.0000	76,913	2.0500	78,835
15	1.7500	67,299	1.7700	68,068	1.9000	73,067	2.0000	76,913	2.1000	80,758
16	1.8000	69,221	1.8200	69,990	1.9500	74,990	2.0500	78,835	2.1500	82,681
17	1.8000	69,221	1.8200	69,990	1.9500	74,990	2.0500	78,835	2.1500	82,681
18	1.8000	69,221	1.8200	69,990	1.9500	74,990	2.0500	78,835	2.1500	82,681
19	1.8000	69,221	1.8200	69,990	1.9500	74,990	2.0500	78,835	2.1500	82,681
20	1.8500	71,144	1.8700	71,913	2.0000	76,913	2.1000	80,758	2.2000	84,604
21	1.8500	71,144	1.8700	71,913	2.0000	76,913	2.1000	80,758	2.2000	84,604
22	1.8500	71,144	1.8700	71,913	2.0000	76,913	2.1000	80,758	2.2000	84,604
23	1.8500	71,144	1.8700	71,913	2.0000	76,913	2.1000	80,758	2.2000	84,604
24	1.8750	72,106	1.8950	72,875	2.0250	77,874	2.1250	81,720	2.2250	85,565
25	1.9000	73,067	1.9200	73,836	2.0500	78,835	2.1500	82,681	2.2500	86,527

APPENDIX "B-3"

OAK HILLS LOCAL SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Effective July 1, 2012

Yrs. Exp.	Index	Class II Bach.	Index	Class III 150 Hrs	Index	Class IV Masters	Index	Class V M+15	Index	Class VI M+30
0	1.0000	39,225	1.0600	41,579	1.1300	44,325	1.1800	46,286	1.2300	48,247
1	1.0900	42,756	1.1100	43,540	1.1900	46,678	1.2300	48,247	1.2800	50,209
2	1.1400	44,717	1.1600	45,502	1.2400	48,640	1.2899	50,597	1.3400	52,562
3	1.1900	46,678	1.2200	47,855	1.2899	50,597	1.3400	52,562	1.3900	54,523
4	1.2400	48,640	1.2700	49,816	1.3400	52,562	1.3900	54,523	1.4400	56,485
5	1.2899	50,597	1.3200	51,778	1.3900	54,523	1.4400	56,485	1.4900	58,446
6	1.3499	52,950	1.3700	53,739	1.4400	56,485	1.4900	58,446	1.5400	60,407
7	1.4000	54,916	1.4200	55,700	1.5000	58,838	1.5500	60,799	1.5900	62,368
8	1.5000	58,838	1.5200	59,623	1.6000	62,761	1.6500	64,722	1.7000	66,683
9	1.5500	60,799	1.5700	61,584	1.6500	64,722	1.7000	66,683	1.7500	68,645
10	1.6000	62,761	1.6200	63,545	1.7000	66,683	1.7500	68,645	1.8000	70,606
11	1.6500	64,722	1.6700	65,506	1.7500	68,645	1.8000	70,606	1.8500	72,567
12	1.7500	68,645	1.7700	69,429	1.8500	72,567	1.9000	74,528	1.9500	76,490
13	1.7500	68,645	1.7700	69,429	1.9000	74,528	1.9500	76,490	2.0000	78,451
14	1.7500	68,645	1.7700	69,429	1.9000	74,528	2.0000	78,451	2.0500	80,412
15	1.7500	68,645	1.7700	69,429	1.9000	74,528	2.0000	78,451	2.1000	82,373
16	1.8000	70,606	1.8200	71,390	1.9500	76,490	2.0500	80,412	2.1500	84,335
17	1.8000	70,606	1.8200	71,390	1.9500	76,490	2.0500	80,412	2.1500	84,335
18	1.8000	70,606	1.8200	71,390	1.9500	76,490	2.0500	80,412	2.1500	84,335
19	1.8000	70,606	1.8200	71,390	1.9500	76,490	2.0500	80,412	2.1500	84,335
20	1.8500	72,567	1.8700	73,352	2.0000	78,451	2.1000	82,373	2.2000	86,296
21	1.8500	72,567	1.8700	73,352	2.0000	78,451	2.1000	82,373	2.2000	86,296
22	1.8500	72,567	1.8700	73,352	2.0000	78,451	2.1000	82,373	2.2000	86,296
23	1.8500	72,567	1.8700	73,352	2.0000	78,451	2.1000	82,373	2.2000	86,296
24	1.8750	73,548	1.8950	74,332	2.0250	79,431	2.1250	83,354	2.2250	87,277
25	1.9000	74,528	1.9200	75,313	2.0500	80,412	2.1500	84,335	2.2500	88,257

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

APPENDIX "C-1"
OAK HILLS LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
Effective 2010-2011

Position	School	Salary as % of BA-0 Teacher Salary \$37,702	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS					
Asst. HS Athletic Director	Oak Hills	15.0	\$5,655	6,108	6,560
Middle School Athletic Director	Middle Schools	10.0	3,770	4,072	4,373
Head Varsity Football	Oak Hills	16.5	6,221	6,719	7,216
Asst. Varsity Football	Oak Hills	13.0	4,901	5,293	5,686
Head 9 th Grade Football	Oak Hills	8.0	3,016	3,257	3,499
Asst. 9 th Grade Football	Oak Hills	7.5	2,828	3,054	3,280
Head 8 th Grade Football	Middle Schools	5.5	2,074	2,240	2,405
Asst. 8 th Grade Football	Middle Schools	5.0	1,885	2,036	2,187
Head 7 th Grade Football	Middle Schools	5.0	1,885	2,036	2,187
Asst. 7 th Grade Football	Middle Schools	4.5	1,697	1,832	1,968
Head Varsity Golf	Oak Hills	6.0	2,262	2,443	2,624
Asst. Varsity Golf	Oak Hills	3.5	1,320	1,425	1,531
Middle School Golf	Middle Schools	3.5	1,320	1,425	1,531
Head Varsity Soccer	Oak Hills	14.0	5,278	5,701	6,123
Asst. Varsity Soccer	Oak Hills	8.0	3,016	3,257	3,499
Head 9 th Grade Soccer	Oak Hills	5.0	1,885	2,036	2,187
Head Varsity Basketball	Oak Hills	15.0	5,655	6,108	6,560
Asst. Varsity Basketball	Oak Hills	10.0	3,770	4,072	4,373
Head 9 th Grade Basketball	Oak Hills	6.5	2,451	2,647	2,843
Head 8 th Grade Basketball	Middle Schools	5.5	2,074	2,240	2,405
Head 7 th Grade Basketball	Middle Schools	5.0	1,885	2,036	2,187
Head Varsity Bowling	Oak Hills	6.0	2,262	2,443	2,624
Head Varsity Swimming	Oak Hills	12.0	4,524	4,886	5,248
Middle School Swimming	Middle Schools	5.0	1,885	2,036	2,187
Athletic Trainer	Oak Hills	14.0	5,278	5,701	6,123
Strength Coach	Oak Hills	14.0	5,278	5,701	6,123
Head Varsity Wrestling	Oak Hills	15.0	5,655	6,108	6,560
Asst. Varsity Wrestling	Oak Hills	10.0	3,770	4,072	4,373
Head 9 th Grade Wrestling	Oak Hills	7.5	2,828	3,054	3,280
Middle School Wrestling	Middle Schools	5.5	2,074	2,240	2,405
Head Varsity Baseball	Oak Hills	10.0	3,770	4,072	4,373
Asst. Varsity Baseball	Oak Hills	8.0	3,016	3,257	3,499
Head 9 th Grade Baseball	Oak Hills	5.5	2,074	2,240	2,405
Head Varsity Tennis	Oak Hills	7.0	2,639	2,850	3,061
Asst. Varsity Tennis	Oak Hills	5.0	1,885	2,036	2,187
Middle School Tennis	Middle Schools	4.0	1,508	1,629	1,749
Head Varsity Cross Country	Oak Hills	10.0	3,770	4,072	4,373
Asst. Varsity Cross Country	Oak Hills	7.5	2,828	3,054	3,280
Middle School Cross Country	Middle Schools	4.5	1,697	1,832	1,968

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2010-2011
Page 2 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$37,702	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS (cont'd.)					
Head Varsity Track	Oak Hills	10.0	3,770	4,072	4,373
Asst. Varsity Track	Oak Hills	7.5	2,828	3,054	3,280
Head 9 th Grade Track	Oak Hills	4.5	1,697	1,832	1,968
Middle School Track	Middle Schools	4.5	1,697	1,832	1,968
Fall Intramurals	Oak Hills	3.0	1,131	1,222	1,312
Winter Intramurals	Oak Hills	3.0	1,131	1,222	1,312
Spring Intramurals	Oak Hills	3.0	1,131	1,222	1,312
Elementary Intramurals	C.O. Harrison	4.0	1,508	1,629	1,749
Asst. Elementary Intramurals	C.O. Harrison	3.0	1,131	1,222	1,312
Elementary Intramurals	J.F. Dulles	4.0	1,508	1,629	1,749
Elementary Intramurals	Springmyer	4.0	1,508	1,629	1,749
Elementary Intramurals	Oakdale	4.0	1,508	1,629	1,749
Elementary Intramurals	Delshire	4.0	1,508	1,629	1,749
Head Varsity Volleyball	Oak Hills	14.0	5,278	5,701	6,123
Asst. Varsity Volleyball	Oak Hills	8.0	3,016	3,257	3,499
Head 9 th Grade Volleyball	Oak Hills	6.0	2,262	2,443	2,624
Head 8 th Grade Volleyball	Middle Schools	5.0	1,885	2,036	2,187
Head 7 th Grade Volleyball	Middle Schools	4.5	1,697	1,832	1,968
Head Varsity Softball	Oak Hills	10.0	3,770	4,072	4,373
Asst. Varsity Softball	Oak Hills	8.0	3,016	3,257	3,499
Head 9 th Grade Softball	Oak Hills	5.5	2,074	2,240	2,405
NON-ATHLETIC					
Alumni Advisor	Oak Hills	6.0	2,262	2,443	2,624
HS Audio Visuals	*****				
Middle School Audio Visuals	*****				
Middle School Audio Visuals	*****				
HS Band Director	Oak Hills	15.0	5,655	6,108	6,560
Asst. HS Band Director	Oak Hills	10.0	3,770	4,072	4,373
Middle School Band Director	Middle Schools	3.0	1,131	1,222	1,312
Elementary Band	Each Elementary	0.5	189	204	219
HS Bookstore	*****				
Middle School Bookstore	*****				
Head Cheerleading	Oak Hills	7.0	2,639	2,850	3,061
Asst. Coach Cheerleading	Oak Hills	4.5	1,697	1,832	1,968
Asst. Coach Cheerleading	Oak Hills	4.5	1,697	1,832	1,968
Middle School Cheerleaders	Middle Schools	2.0	754	814	875
Senior Class Advisor	Oak Hills	4.0	1,508	1,629	1,749
Jr. Class Advisor	Oak Hills	4.0	1,508	1,629	1,749
Sophomore Class Advisor	Oak Hills	3.5	1,320	1,425	1,531
Freshman Class Advisor	Oak Hills	3.5	1,320	1,425	1,531

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2010-2011
Page 3 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$37,702	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
NON-ATHLETIC (cont'd.)					
HS Debate & Speech	Oak Hills	8.0	3,016	3,257	3,499
HS Drama	Oak Hills	10.0	3,770	4,072	4,373
HS Key Club Advisor	Oak Hills	3.0	1,131	1,222	1,312
HS Mock Trial	Oak Hills	3.0	1,131	1,222	1,312
HS Newspaper	Oak Hills	6.0	2,262	2,443	2,624
National Honor Society	Oak Hills	4.0	1,508	1,629	1,749
National Jr. Honor Society	Middle Schools	2.5	943	1,018	1,093
HS Stage Manager	Oak Hills	9.5	3,582	3,868	4,155
MS Stage Manager	Rapid Run	9.5	3,582	3,868	4,155
HS Student Council	Oak Hills	9.0	3,393	3,665	3,936
Middle School Student Council	Middle Schools	4.5	1,697	1,832	1,968
HS Drill Team (Oakettes)	Oak Hills	7.0	2,639	2,850	3,061
HS Drill Team Choreographer	Oak Hills	5.0	1,885	2,036	2,187
Junior Drill Team	Oak Hills	5.0	1,885	2,036	2,187
Middle School Drill Team	Middle Schools	3.0	1,131	1,222	1,312
HS Majorette Advisor	Oak Hills	5.0	1,885	2,036	2,187
High School Orchestra	Oak Hills	5.0	1,885	2,036	2,187
Middle School Orchestra	Middle Schools	3.0	1,131	1,222	1,312
Elementary Orchestra	Each Elementary	0.5	189	204	219
Safety Patrol	Each Elementary	1.5	566	611	656
HS Vocal Director/Select Perf	Oak Hills	13.0	4,901	5,293	5,686
Middle School Vocal Director	Middle Schools	3.0	1,131	1,222	1,312
Middle School Select Perf	Middle Schools	5.5	2,074	2,240	2,405
Aqua Scots	Oak Hills	3.0	1,131	1,222	1,312
Mat Scots	Oak Hills	3.0	1,131	1,222	1,312
Soccer Scots	Oak Hills	2.5	943	1,018	1,093
Spike Scots	Oak Hills	3.0	1,131	1,222	1,312
Middle School Wrestlerettes	Middle Schools	1.6	603	651	700
HS Yearbook Advisor	Oak Hills	6.0	2,262	2,443	2,624
Middle School Yearbook Advisor	Middle Schools	5.0	1,885	2,036	2,187
HS Yearbook Business Manager	Oak Hills	5.5	2,074	2,240	2,405
Middle School Yearbook Business Manager	Middle Schools	4.0	1,508	1,629	1,749
Textbook Adoption Coordinator	Each Elementary	*****			
BUILDING SUBJECT COORDINATOR					
Art	Oak Hills	1.5	566	611	656
Business	Oak Hills	3.0	1,131	1,222	1,312
Foreign Language/Off yr.	Oak Hills	3.0	1,131	1,222	1,312
Home Economics	Oak Hills	1.5	566	611	656
Industrial Arts	Oak Hills	2.5	943	1,018	1,093
Language Arts	Oak Hills	4.0	1,508	1,629	1,749

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2010-2011
Page 4 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$37,702	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
BUILDING SUBJECT COORDINATOR (Cont'd.)					
Math	Oak Hills	4.0	1,508	1,629	1,749
Music	Oak Hills	1.5	566	611	656
PE Health	Oak Hills	1.5	566	611	656
Science	Oak Hills	4.0	1,508	1,629	1,749
Social Studies	Oak Hills	4.0	1,508	1,629	1,749
Special Education	Oak Hills	3.0	1,131	1,222	1,312
6 th Grade Core Leader	Middle Schools	3.0	1,131	1,222	1,312
7 th Grade Core Leader	Middle Schools	3.0	1,131	1,222	1,312
8 th Grade Core Leader	Middle Schools	3.0	1,131	1,222	1,312
MS Special Education Leader	Middle Schools	3.0	1,131	1,222	1,312
Encore Leader	Middle Schools	3.0	1,131	1,222	1,312
Clubs	Oak Hills	0.5	189	204	219
Clubs	Middle Schools	0.5	189	204	219
Clubs	Elementary	0.5	189	204	219
Chess Team	Oak Hills	3.0	1,131	1,222	1,312
Academic Team	Oak Hills	3.0	1,131	1,222	1,312
Musical Productions	Oak Hills	2.5	943	1,018	1,093
Musical Productions	Middle Schools	2.5	943	1,018	1,093
Musical Productions	Each Elementary	4.0	1,508	1,629	1,749
Web Site Manager	Oak Hills	2.0	754	814	875
Web Site Manager	Middle Schools	2.0	754	814	875
Web Site Manager	Each Elementary	2.0	754	814	875
Highlander Newsletter	Oak Hills	2.0	754	814	875
Local Development Committee		\$25.00			
Peer Coaches		\$500.00			

APPENDIX "C-2"
OAK HILLS LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
Effective 2011-2012

Position	School	Salary as % of BA-0 Teacher Salary \$38,456	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS					
Asst. HS Athletic Director	Oak Hills	15.0	5,768	6,230	6,691
Middle School Athletic Director	Middle Schools	10.0	3,846	4,153	4,461
Head Varsity Football	Oak Hills	16.5	6,345	6,853	7,361
Asst. Varsity Football	Oak Hills	13.0	4,999	5,399	5,799
Head 9 th Grade Football	Oak Hills	8.0	3,077	3,323	3,569
Asst. 9 th Grade Football	Oak Hills	7.5	2,884	3,115	3,346
Head 8 th Grade Football	Middle Schools	5.5	2,115	2,284	2,454
Asst. 8th Grade Football	Middle Schools	5.0	1,923	2,077	2,230
Head 7 th Grade Football	Middle Schools	5.0	1,923	2,077	2,230
Asst. 7 th Grade Football	Middle Schools	4.5	1,731	1,869	2,007
Head Varsity Golf	Oak Hills	6.0	2,307	2,492	2,677
Asst. Varsity Golf	Oak Hills	3.5	1,346	1,454	1,561
Middle School Golf	Middle Schools	3.5	1,346	1,454	1,561
Head Varsity Soccer	Oak Hills	14.0	5,384	5,815	6,245
Asst. Varsity Soccer	Oak Hills	8.0	3,077	3,323	3,569
Head 9 th Grade Soccer	Oak Hills	5.0	1,923	2,077	2,230
Head Varsity Basketball	Oak Hills	15.0	5,768	6,230	6,691
Asst. Varsity Basketball	Oak Hills	10.0	3,846	4,153	4,461
Head 9 th Grade Basketball	Oak Hills	6.5	2,500	2,700	2,900
Head 8 th Grade Basketball	Middle Schools	5.5	2,115	2,284	2,454
Head 7 th Grade Basketball	Middle Schools	5.0	1,923	2,077	2,230
Head Varsity Bowling	Oak Hills	6.0	2,307	2,492	2,677
Head Varsity Swimming	Oak Hills	12.0	4,615	4,984	5,353
Middle School Swimming	Middle Schools	5.0	1,923	2,077	2,230
Athletic Trainer	Oak Hills	14.0	5,384	5,815	6,245
Strength Coach	Oak Hills	14.0	5,384	5,815	6,245
Head Varsity Wrestling	Oak Hills	15.0	5,768	6,230	6,691
Asst. Varsity Wrestling	Oak Hills	10.0	3,846	4,153	4,461
Head 9 th Grade Wrestling	Oak Hills	7.5	2,884	3,115	3,346
Middle School Wrestling	Middle Schools	5.5	2,115	2,284	2,454
Head Varsity Baseball	Oak Hills	10.0	3,846	4,153	4,461
Asst. Varsity Baseball	Oak Hills	8.0	3,077	3,323	3,569
Head 9 th Grade Baseball	Oak Hills	5.5	2,115	2,284	2,454
Head Varsity Tennis	Oak Hills	7.0	2,692	2,907	3,123
Asst. Varsity Tennis	Oak Hills	5.0	1,923	2,077	2,230
Middle School Tennis	Middle Schools	4.0	1,538	1,661	1,784
Head Varsity Cross Country	Oak Hills	10.0	3,846	4,153	4,461
Asst. Varsity Cross Country	Oak Hills	7.5	3,884	3,115	3,346
Middle School Cross Country	Middle Schools	4.5	1,731	1,869	2,007

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2011-2012
Page 2 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$38,456	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS (cont'd.)					
Head Varsity Track	Oak Hills	10.0	3,846	4,153	4,461
Asst. Varsity Track	Oak Hills	7.5	2,884	3,115	3,346
Head 9 th Grade Track	Oak Hills	4.5	1,731	1,869	2,007
Middle School Track	Middle Schools	4.5	1,731	1,869	2,007
Fall Intramurals	Oak Hills	3.0	1,154	1,246	1,338
Winter Intramurals	Oak Hills	3.0	1,154	1,246	1,338
Spring Intramurals	Oak Hills	3.0	1,154	1,246	1,338
Elementary Intramurals	C.O. Harrison	4.0	1,538	1,661	1,784
Asst. Elementary Intramurals	C.O. Harrison	3.0	1,154	1,246	1,338
Elementary Intramurals	J.F. Dulles	4.0	1,538	1,661	1,784
Elementary Intramurals	Springmyer	4.0	1,538	1,661	1,784
Elementary Intramurals	Oakdale	4.0	1,538	1,661	1,784
Elementary Intramurals	Delshire	4.0	1,538	1,661	1,784
Head Varsity Volleyball	Oak Hills	14.0	5,384	5,815	6,245
Asst. Varsity Volleyball	Oak Hills	8.0	3,077	3,323	3,569
Head 9 th Grade Volleyball	Oak Hills	6.0	2,307	2,492	2,677
Head 8 th Grade Volleyball	Middle Schools	5.0	1,923	2,077	2,230
Head 7 th Grade Volleyball	Middle Schools	4.5	1,731	1,869	2,007
Head Varsity Softball	Oak Hills	10.0	3,846	4,153	4,461
Asst. Varsity Softball	Oak Hills	8.0	3,077	3,323	3,569
Head 9 th Grade Softball	Oak Hills	5.5	2,115	2,284	2,454
NON-ATHLETIC					
Alumni Advisor	Oak Hills	6.0	2,307	2,492	2,677
HS Audio Visuals	*****				
Middle School Audio Visuals	*****				
Middle School Audio Visuals	*****				
HS Band Director	Oak Hills	15.0	5,768	6,230	6,691
Asst. HS Band Director	Oak Hills	10.0	3,846	4,153	4,461
Middle School Band Director	Middle Schools	3.0	1,154	1,246	1,338
Elementary Band	Each Elementary	0.5	192	208	223
HS Bookstore	*****				
Middle School Bookstore	*****				
Head Cheerleading	Oak Hills	7.0	2,692	2,907	3,123
Asst. Coach Cheerleading	Oak Hills	4.5	1,731	1,869	2,007
Asst. Coach Cheerleading	Oak Hills	4.5	1,731	1,869	2,007
Middle School Cheerleaders	Middle Schools	2.0	769	831	892
Senior Class Advisor	Oak Hills	4.0	1,538	1,661	1,784
Jr. Class Advisor	Oak Hills	4.0	1,538	1,661	1,784
Sophomore Class Advisor	Oak Hills	3.5	1,346	1,454	1,561
Freshman Class Advisor	Oak Hills	3.5	1,346	1,454	1,561

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2011-2012
Page 3 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$38,456	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
NON-ATHLETIC (cont'd.)					
HS Debate & Speech	Oak Hills	8.0	3,077	3,323	3,569
HS Drama	Oak Hills	10.0	3,846	4,153	4,461
HS Key Club Advisor	Oak Hills	3.0	1,154	1,246	1,338
HS Mock Trial	Oak Hills	3.0	1,154	1,246	1,338
HS Newspaper	Oak Hills	6.0	2,307	2,492	2,677
National Honor Society	Oak Hills	4.0	1,538	1,661	1,784
National Jr. Honor Society	Middle Schools	2.5	961	1,038	1,115
HS Stage Manager	Oak Hills	9.5	3,653	3,946	4,238
MS Stage Manager	Rapid Run	9.5	3,653	3,946	4,238
HS Student Council	Oak Hills	9.0	3,461	3,738	4,015
Middle School Student Council	Middle Schools	4.5	1,731	1,869	2,007
HS Drill Team (Oakettes)	Oak Hills	7.0	2,692	2,907	3,123
HS Drill Team Choreographer	Oak Hills	5.0	1,923	2,077	2,230
Junior Drill Team	Oak Hills	5.0	1,923	2,077	2,230
Middle School Drill Team	Middle Schools	3.0	1,154	1,246	1,338
HS Majorette Advisor	Oak Hills	5.0	1,923	2,077	2,230
High School Orchestra	Oak Hills	5.0	1,923	2,077	2,230
Middle School Orchestra	Middle Schools	3.0	1,154	1,246	1,338
Elementary Orchestra	Each Elementary	0.5	192	208	223
Safety Patrol	Each Elementary	1.5	577	623	669
HS Vocal Director/Select Perf	Oak Hills	13.0	4,999	5,399	5,799
Middle School Vocal Director	Middle Schools	3.0	1,154	1,246	1,338
Middle School Select Perf	Middle Schools	5.5	2,115	2,284	2,454
Aqua Scots	Oak Hills	3.0	1,154	1,246	1,338
Mat Scots	Oak Hills	3.0	1,154	1,246	1,338
Soccer Scots	Oak Hills	2.5	961	1,038	1,115
Spike Scots	Oak Hills	3.0	1,154	1,246	1,338
Middle School Wrestlerettes	Middle Schools	1.6	615	665	714
HS Yearbook Advisor	Oak Hills	6.0	2,307	2,492	2,677
Middle School Yearbook Advisor	Middle Schools	5.0	1,923	2,077	2,230
HS Yearbook Business Manager	Oak Hills	5.5	2,115	2,284	2,454
Middle School Yearbook Business Manager	Middle Schools	4.0	1,538	1,661	1,784
Textbook Adoption Coordinator	Each Elementary	*****			
BUILDING SUBJECT COORDINATOR					
Art	Oak Hills	1.5	577	623	669
Business	Oak Hills	3.0	1,154	1,246	1,338
Foreign Language/Off yr.	Oak Hills	3.0	1,154	1,246	1,338
Home Economics	Oak Hills	1.5	577	623	669
Industrial Arts	Oak Hills	2.5	961	1,038	1,115
Language Arts	Oak Hills	4.0	1,538	1,661	1,784

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2011-2012
Page 4 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$38,456	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
BUILDING SUBJECT COORDINATOR (Cont'd.)					
Math	Oak Hills	4.0	1,538	1,661	1,784
Music	Oak Hills	1.5	577	623	669
PE Health	Oak Hills	1.5	577	623	669
Science	Oak Hills	4.0	1,538	1,661	1,784
Social Studies	Oak Hills	4.0	1,538	1,661	1,784
Special Education	Oak Hills	3.0	1,154	1,246	1,338
6 th Grade Core Leader	Middle Schools	3.0	1,154	1,246	1,338
7 th Grade Core Leader	Middle Schools	3.0	1,154	1,246	1,338
8 th Grade Core Leader	Middle Schools	3.0	1,154	1,246	1,338
MS Special Education Leader	Middle Schools	3.0	1,154	1,246	1,338
Encore Leader	Middle Schools	3.0	1,154	1,246	1,338
Clubs	Oak Hills	0.5	192	208	223
Clubs	Middle Schools	0.5	192	208	223
Clubs	Elementary	0.5	192	208	223
Chess Team	Oak Hills	3.0	1,154	1,246	1,338
Academic Team	Oak Hills	3.0	1,154	1,246	1,338
Musical Productions	Oak Hills	2.5	961	1,038	1,115
Musical Productions	Middle Schools	2.5	961	1,038	1,115
Musical Productions	Each Elementary	4.0	1,538	1,661	1,784
Web Site Manager	Oak Hills	2.0	769	831	892
Web Site Manager	Middle Schools	2.0	769	831	892
Web Site Manager	Each Elementary	2.0	769	831	892
Highlander Newsletter	Oak Hills	2.0	769	831	892
Local Development Committee		\$25.00			
Peer Coaches		\$500.00			

APPENDIX "C-3"
OAK HILLS LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
Effective 2012-2013

Position	School	Salary as % of BA-0 Teacher Salary \$39,225	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS					
Asst. HS Athletic Director	Oak Hills	15.0	5,884	6,355	6,825
Middle School Athletic Director	Middle Schools	10.0	3,923	4,236	4,550
Head Varsity Football	Oak Hills	16.5	6,472	6,990	7,508
Asst. Varsity Football	Oak Hills	13.0	5,099	5,507	5,915
Head 9 th Grade Football	Oak Hills	8.0	3,138	3,389	3,640
Asst. 9 th Grade Football	Oak Hills	7.5	2,942	3,177	3,413
Head 8 th Grade Football	Middle Schools	5.5	2,157	2,330	2,503
Asst. 8 th Grade Football	Middle Schools	5.0	1,961	2,118	2,275
Head 7 th Grade Football	Middle Schools	5.0	1,961	2,118	2,275
Asst. 7 th Grade Football	Middle Schools	4.5	1,765	1,906	2,048
Head Varsity Golf	Oak Hills	6.0	2,354	2,542	2,730
Asst. Varsity Golf	Oak Hills	3.5	1,373	1,483	1,593
Middle School Golf	Middle Schools	3.5	1,373	1,483	1,593
Head Varsity Soccer	Oak Hills	14.0	5,492	5,931	6,370
Asst. Varsity Soccer	Oak Hills	8.0	3,138	3,389	3,640
Head 9 th Grade Soccer	Oak Hills	5.0	1,961	2,118	2,275
Head Varsity Basketball	Oak Hills	15.0	5,884	6,355	6,825
Asst. Varsity Basketball	Oak Hills	10.0	3,923	4,236	4,550
Head 9 th Grade Basketball	Oak Hills	6.5	2,550	2,754	2,958
Head 8 th Grade Basketball	Middle Schools	5.5	2,157	2,330	2,503
Head 7 th Grade Basketball	Middle Schools	5.0	1,961	2,118	2,275
Head Varsity Bowling	Oak Hills	6.0	2,354	2,542	2,730
Head Varsity Swimming	Oak Hills	12.0	4,707	5,084	5,460
Middle School Swimming	Middle Schools	5.0	1,961	2,118	2,275
Athletic Trainer	Oak Hills	14.0	5,492	5,931	6,370
Strength Coach	Oak Hills	14.0	5,492	5,931	6,370
Head Varsity Wrestling	Oak Hills	15.0	5,884	6,355	6,825
Asst. Varsity Wrestling	Oak Hills	10.0	3,923	4,236	4,550
Head 9 th Grade Wrestling	Oak Hills	7.5	2,942	3,177	3,413
Middle School Wrestling	Middle Schools	5.5	2,157	2,330	2,503
Head Varsity Baseball	Oak Hills	10.0	3,923	4,236	4,550
Asst. Varsity Baseball	Oak Hills	8.0	3,138	3,389	3,640
Head 9 th Grade Baseball	Oak Hills	5.5	2,157	2,330	2,503
Head Varsity Tennis	Oak Hills	7.0	2,746	2,965	3,185
Asst. Varsity Tennis	Oak Hills	5.0	1,961	2,118	2,275
Middle School Tennis	Middle Schools	4.0	1,569	1,695	1,820
Head Varsity Cross Country	Oak Hills	10.0	3,923	4,236	4,550
Asst. Varsity Cross Country	Oak Hills	7.5	2,942	3,177	3,413
Middle School Cross Country	Middle Schools	4.5	1,765	1,906	2,048

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2012-2013
Page 2 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$39,225	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
ATHLETICS (cont'd.)					
Head Varsity Track	Oak Hills	10.0	3,923	4,236	4,550
Asst. Varsity Track	Oak Hills	7.5	2,942	3,177	3,413
Head 9 th Grade Track	Oak Hills	4.5	1,765	1,906	2,048
Middle School Track	Middle Schools	4.5	1,765	1,906	2,048
Fall Intramurals	Oak Hills	3.0	1,177	1,271	1,365
Winter Intramurals	Oak Hills	3.0	1,177	1,271	1,365
Spring Intramurals	Oak Hills	3.0	1,177	1,271	1,365
Elementary Intramurals	C.O. Harrison	4.0	1,569	1,695	1,820
Asst. Elementary Intramurals	C.O. Harrison	3.0	1,177	1,271	1,365
Elementary Intramurals	J.F. Dulles	4.0	1,569	1,695	1,820
Elementary Intramurals	Springmyer	4.0	1,569	1,695	1,820
Elementary Intramurals	Oakdale	4.0	1,569	1,695	1,820
Elementary Intramurals	Delshire	4.0	1,569	1,695	1,820
Head Varsity Volleyball	Oak Hills	14.0	5,492	5,931	6,370
Asst. Varsity Volleyball	Oak Hills	8.0	3,138	3,389	3,640
Head 9 th Grade Volleyball	Oak Hills	6.0	2,354	2,542	2,730
Head 8 th Grade Volleyball	Middle Schools	5.0	1,961	2,118	2,275
Head 7 th Grade Volleyball	Middle Schools	4.5	1,765	1,906	2,048
Head Varsity Softball	Oak Hills	10.0	3,923	4,236	4,550
Asst. Varsity Softball	Oak Hills	8.0	3,138	3,389	3,640
Head 9 th Grade Softball	Oak Hills	5.5	2,157	2,330	2,503
NON-ATHLETIC					
Alumni Advisor	Oak Hills	6.0	2,354	2,542	2,730
HS Audio Visuals	*****				
Middle School Audio Visuals	*****				
Middle School Audio Visuals	*****				
HS Band Director	Oak Hills	15.0	5,884	6,355	6,825
Asst. HS Band Director	Oak Hills	10.0	3,923	4,236	4,550
Middle School Band Director	Middle Schools	3.0	1,177	1,271	1,365
Elementary Band	Each Elementary	0.5	196	212	228
HS Bookstore	*****				
Middle School Bookstore	*****				
Head Cheerleading	Oak Hills	7.0	2,746	2,965	3,185
Asst. Coach Cheerleading	Oak Hills	4.5	1,765	1,906	2,048
Asst. Coach Cheerleading	Oak Hills	4.5	1,765	1,906	2,048
Middle School Cheerleaders	Middle Schools	2.0	785	847	910
Senior Class Advisor	Oak Hills	4.0	1,569	1,695	1,820
Jr. Class Advisor	Oak Hills	4.0	1,569	1,695	1,820
Sophomore Class Advisor	Oak Hills	3.5	1,373	1,483	1,593
Freshman Class Advisor	Oak Hills	3.5	1,373	1,483	1,593

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2012-2013
Page 3 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$39,225	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
NON-ATHLETIC (cont'd.)					
HS Debate & Speech	Oak Hills	8.0	3,138	3,389	3,640
HS Drama	Oak Hills	10.0	3,923	4,236	4,550
HS Key Club Advisor	Oak Hills	3.0	1,177	1,271	1,365
HS Mock Trial	Oak Hills	3.0	1,177	1,271	1,365
HS Newspaper	Oak Hills	6.0	2,354	2,542	2,730
National Honor Society	Oak Hills	4.0	1,569	1,695	1,820
National Jr. Honor Society	Middle Schools	2.5	981	1,059	1,138
HS Stage Manager	Oak Hills	9.5	3,726	4,025	4,323
MS Stage Manager	Rapid Run	9.5	3,726	4,025	4,323
HS Student Council	Oak Hills	9.0	3,530	3,813	4,095
Middle School Student Council	Middle Schools	4.5	1,765	1,906	2,048
HS Drill Team (Oakettes)	Oak Hills	7.0	2,746	2,965	3,185
HS Drill Team Choreographer	Oak Hills	5.0	1,961	2,118	2,275
Junior Drill Team	Oak Hills	5.0	1,961	2,118	2,275
Middle School Drill Team	Middle Schools	3.0	1,177	1,271	1,365
HS Majorette Advisor	Oak Hills	5.0	1,961	2,118	2,275
High School Orchestra	Oak Hills	5.0	1,961	2,118	2,275
Middle School Orchestra	Middle Schools	3.0	1,177	1,271	1,365
Elementary Orchestra	Each Elementary	0.5	196	212	228
Safety Patrol	Each Elementary	1.5	588	635	683
HS Vocal Director/Select Perf	Oak Hills	13.0	5,099	5,507	5,915
Middle School Vocal Director	Middle Schools	3.0	1,177	1,271	1,365
Middle School Select Perf	Middle Schools	5.5	2,157	2,330	2,503
Aqua Scots	Oak Hills	3.0	1,177	1,271	1,365
Mat Scots	Oak Hills	3.0	1,177	1,271	1,365
Soccer Scots	Oak Hills	2.5	981	1,059	1,138
Spike Scots	Oak Hills	3.0	1,177	1,271	1,365
Middle School Wrestlerettes	Middle Schools	1.6	628	678	728
HS Yearbook Advisor	Oak Hills	6.0	2,354	2,542	2,730
Middle School Yearbook Advisor	Middle Schools	5.0	1,961	2,118	2,275
HS Yearbook Business Manager	Oak Hills	5.5	2,157	2,330	2,503
Middle School Yearbook Business Manager	Middle Schools	4.0	1,569	1,695	1,820
Textbook Adoption Coordinator	Each Elementary	*****			
BUILDING SUBJECT COORDINATOR					
Art	Oak Hills	1.5	588	635	683
Business	Oak Hills	3.0	1,177	1,271	1,365
Foreign Language/Off yr.	Oak Hills	3.0	1,177	1,271	1,365
Home Economics	Oak Hills	1.5	588	635	683
Industrial Arts	Oak Hills	2.5	981	1,059	1,138
Language Arts	Oak Hills	4.0	1,569	1,695	1,820

OAK HILLS EDUCATION ASSOCIATION AND OAK HILLS BOARD OF EDUCATION
Professional Agreement Effective July 1, 2010 through June 30, 2013

Supplemental Salary Schedule
Effective 2012-2013
Page 4 of 4

Position	School	Salary as % of BA-0 Teacher Salary \$39,225	0 Yrs Exp	1-3 Yrs Exp	4 Yrs Exp
BUILDING SUBJECT COORDINATOR (Cont'd.)					
Math	Oak Hills	4.0	1,569	1,695	1,820
Music	Oak Hills	1.5	588	635	683
PE Health	Oak Hills	1.5	588	635	683
Science	Oak Hills	4.0	1,569	1,695	1,820
Social Studies	Oak Hills	4.0	1,569	1,695	1,820
Special Education	Oak Hills	3.0	1,177	1,271	1,365
6 th Grade Core Leader	Middle Schools	3.0	1,177	1,271	1,365
7 th Grade Core Leader	Middle Schools	3.0	1,177	1,271	1,365
8 th Grade Core Leader	Middle Schools	3.0	1,177	1,271	1,365
MS Special Education Leader	Middle Schools	3.0	1,177	1,271	1,365
Encore Leader	Middle Schools	3.0	1,177	1,271	1,365
Clubs	Oak Hills	0.5	196	212	228
Clubs	Middle Schools	0.5	196	212	228
Clubs	Elementary	0.5	196	212	228
Chess Team	Oak Hills	3.0	1177	1,271	1,365
Academic Team	Oak Hills	3.0	1177	1,271	1,365
Musical Productions	Oak Hills	2.5	981	1,059	1,138
Musical Productions	Middle Schools	2.5	981	1,059	1,138
Musical Productions	Each Elementary	4.0	1,569	1,695	1,820
Web Site Manager	Oak Hills	2.0	785	847	910
Web Site Manager	Middle Schools	2.0	785	847	910
Web Site Manager	Each Elementary	2.0	785	847	910
Highlander Newsletter	Oak Hills	2.0	785	847	910
Local Development Committee		\$25.00			
Peer Coaches		\$500.00			



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 15, 2010

Mary Laurent, Administrative Assistant
Bureau of Mediation
State Employment Relations Board
65 E. State St.
Columbus, OH 43215-4213

2010 JUN 18 A 9:05
STATE EMPLOYMENT
RELATIONS BOARD

Re: **SERB Case No. 10-MED-04-0481**
OAK HILLS EDUCATION ASSOCIATION
and OAK HILLS LOCAL SCHOOL DISTRICT

Dear Ms. Laurent:

Please be advised that the Oak Hills Education Association, affiliated with the Ohio Education Association and the National Education Association, and the Oak Hills Local School District have successfully completed negotiations and ratified a successor collector bargaining agreement, a copy of which is enclosed.

Also enclosed is a Memorandum of Understanding between the parties which deals with In-School Supervisor and a second Memorandum of Understanding dealing with release time, IEP meetings, and extended service time to speech therapists.

Sincerely,

Charles H. Johnson
Labor Relations Consultant

CHJ/de

Email: johnsonc@ohea.org
eichelb@ohea.org

Enclosure: *Collective Bargaining Agreement effective July 1, 2010 through June 30, 2013*

c: Todd Yohey, Superintendent (w/o enc.)
Lynn Hericks, OHEA President (w/o enc.)



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OAK HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
OAK HILLS EDUCATION ASSOCIATION**

STATE EMPLOYMENT
RELATIONS BOARD

2010 JUN 18 A 9:05

WHEREAS, the **OAK HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **OAK HILLS EDUCATION ASSOCIATION** (hereinafter referred to as the "Association") are parties to a Collective Bargaining Agreement that expires June 30, 2010; and

WHEREAS, the Board and the Association wish to enter into this Memorandum of Understanding effective on the 27th day of May, 2010; and

WHEREAS, the Board and the Association agree that the teacher who filled the In-School Supervisor position for the 2009-2010 year was a member of the bargaining unit.

NOW, THEREFORE, BE IT AGREED as follows:

1. The bargaining unit member who held the position of In-School Supervisor during the 2009-2010 school year may, at the discretion of the Board, be assigned to another position for the 2010-2011 school year that may or may not have previously been a bargaining unit position so long as all rights, pay and benefits afforded that member by the Collective Bargaining Agreement are maintained by that member.

2. If, at any time and in its sole discretion, the Board should determine that the 2010-2011 assignment for the bargaining unit member referred to in Item #1 above should be changed, it may change said assignment by written notification to that bargaining unit member. The Association president shall also receive a written copy of the change in assignment. This change could be a return to the position held by that bargaining unit member in the 2010-2011 school year or it could be a completely new assignment.

This Memorandum of Understanding does not set a precedent and does not alter any other provision of the Collective Bargaining Agreement. This Memorandum shall remain in effect until June 30, 2013.

IN WITNESS WHEREOF, the duly authorized representatives of the OAK HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the OAK HILLS EDUCATION ASSOCIATION have executed this Memorandum on the dates opposite their signatures.

OAK HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 6/1/10

By: MT Yohey
Todd Yohey, Superintendent

Date: 4-7-10

By: [Signature]

OAK HILLS EDUCATION ASSOCIATION

Date: 5/28/10

By: [Signature]

**PROFESSIONAL AGREEMENT
BETWEEN THE
OAK HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
OAK HILLS EDUCATION ASSOCIATION**

STATE EMPLOYMENT
RELATIONS BOARD
2010 JUN 18 A 9:05

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 21st day of May, 2010 by and between the **OAK HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **OAK HILLS EDUCATION ASSOCIATION** ("Association").

1. The Superintendent and Director of Special Programs have the expectation that building administrators will consider granting release time to teachers for duties such as writing individual education plans (IEP's), conducting IEP Team Meetings, and completing Alternate Assessments for Students with Disabilities, when such time is necessary due to the magnitude of the workload or the intensity of the student's needs. A professional day(s) or building workday(s) is to be set aside for these purposes, when it is reasonable for such time to be granted. Building administrators will be expected to understand that the need for this time is anticipated to occur and act accordingly.
2. The Superintendent and Director of Special Programs will have discussions with building administrators to express that related service personnel should attend IEP meetings only when necessary and only long enough to discuss their portion of the student's goals, when appropriate. Because attendance for duration of these meetings may impede with their availability to meet with student and complete data reporting requirements, paperwork, and progress reports to parents, their obligatory attendance at meetings shall be minimized.
3. The Superintendent and Director of Personnel will provide extended service time to speech therapists when such time is necessary due to the magnitude of the workload when it is reasonable for such time to be granted. Professional days, building workdays and/or days before and/or after the "normal" work year may be used for this purpose. It is

understood by the Association and the Board that the granting of this additional extended time will be provided when the granting of this time is reasonable.

4. The provisions of this Memorandum of Understanding shall not be subject to the grievance procedures as set forth in Article IV of the negotiated agreement between the Oak Hills Local School District Board of Education and the Oak Hills Education Association. Furthermore, the provisions of this Memorandum shall not be construed or utilized as "past practice" or precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.
5. This Memorandum shall remain in effect until June 30, 2013.

IN WITNESS WHEREOF, the duly authorized representatives of the **OAK HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **OAK HILLS EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

**OAK HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 6/1/10

By: MT Yohey
Todd Yohey, Superintendent

Date: 6-7-10

By: Randy Jones

OAK HILLS EDUCATION ASSOCIATION

Date: 5/28/10

By: Sandra Heister