

**Minutes of Valley Local Board of Education
Held at Valley High School**

**Special Meeting
May 12, 2008**

The Valley Local Board of Education met in special session on Monday, May 12, 2008 at 6:00 p.m. at Valley High School. Charles Turner, Board President, was in the chair.

ROLL CALL: Jerry Buckler, present; Carl Crabtree, present; Troy Gahm, present; Kathy Goins, present; Charles Turner, present.

115-08

Jerry Buckler moved to enter executive session to discuss the employment, discipline, and compensation of a public employee. Carl Crabtree seconded the motion. Roll call: Carl Crabtree, yes; Troy Gahm, yes; Kathy Goins, yes; Charles Turner, yes; Jerry Buckler, yes. The President declared the motion carried.

The Board entered executive session at 6:02 p.m.

The Board re-entered public session at 10:04 p.m.

116-08

Troy Gahm moved to approve the following "Last Chance Agreement" between the Board of Education and employee Andrew Hall, and further accept the written apology of Mr. Hall:

**LAST CHANCE AGREEMENT
BETWEEN THE VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION AND ANDREW HALL**

This Last Chance Agreement is entered into by and between Andrew Hall ("Hall"), the Valley Local Education Association, OEA/NEA ("Association") and the Valley Local School District Board of Education ("Board of Education") and shall become effective upon execution by all parties.

WHEREAS, Hall is employed as a teacher by the Board of Education; and

WHEREAS, the Board of Education asserts that Hall engaged in employment-related misconduct which provides grounds for discipline up to and including termination of his employment; and

WHEREAS, the parties agree and Hall acknowledges that he improperly applied for sick leave for his absence on January 12, 2007; and

WHEREAS, the Board of Education was prepared to terminate or suspend without pay for a significant period of time Hall's employment but is willing, in consideration of the provisions of this Agreement, to retain Hall in its employment under the terms and conditions set forth herein; and

WHEREAS, Hall and the Association, in consideration of the reduced level of discipline, are willing to agree that any further misconduct by Hall may result in his termination from employment as provided herein;

NOW, THEREFORE, the parties agree to the following provisions:

1. Hall shall be suspended for six (6) working days without pay, consisting of the following dates: May 13, 14, 15, 22, 28, 29, 2008.
2. Hall agrees to reimburse the Board of Education \$300.00 for the cost of substitutes.
3. Hall shall return to teaching duties beginning with the first teaching day of the 2008-2009 school year.
4. Hall and the Association agree to forever waive and forego any and all right to challenge the above-referenced six (6) day suspension in any forum, including, but not limited to, by filing a grievance, unfair labor practice charge, or litigation of any kind.
5. Hall and the Association understand and agree that Hall's employment by the Board of Education shall be subject to this Last Change Agreement, whereby Hall will be provided no further chances for misconduct regarding misuse of leave.
6. For a period of three (3) years from the date of the execution of this Agreement, if Hall violates any provisions of this Agreement, the Board of Education shall have the right to proceed to terminate his employment. In the event the Board of Education proceeds to terminate Hall's employment, Hall shall retain any rights he may have to challenge his termination as provided by the applicable provisions of the collective bargaining agreement between the Board of Education and the Association and Ohio Law, however that challenge shall only encompass whether the act leading to the termination actually occurred, not whether the commission of the act justifies termination.
7. The Board of Education and the Association agree that the terms of this Agreement shall set no precedent for any future action by the employer with respect to any other employee, and shall not be the basis for any argument for precedent or past practice under the collective bargaining agreement between the Board of Education and the Association.
8. Hall acknowledges and agrees that he has consulted with legal counsel about this Agreement, that he has read and understands the contents of this Agreement and has been given the opportunity to ask any questions he may have about the intent and/or meaning of this Agreement, and that he is entering into this Agreement knowingly and voluntarily.
9. Hall acknowledges and agrees that approval by the Board of Education in a public meeting is not necessary to render this Agreement valid and binding and that the Superintendent's execution of this Agreement is sufficient to render this Agreement valid and binding on the parties, subject to approval by the Board of Education in a forum it deems appropriate.
10. The undersigned parties have read and understand the binding effect of this Agreement and specify that this Agreement constitutes their entire understanding with respect to this matter and there are no other written or verbal agreements, understandings, or arrangements between the parties as to this matter, and that each have the proper and legal authority to be bound by this Agreement.

For Employee:

Andrew Hall

Date:_____

Valley Education Association, OEA/NEA

Association President

Date: _____

Valley Local School District
Board of Education

Paul Miller, Superintendent

Date: _____

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Charles Turner seconded the motion. Roll call: Carl Crabtree, yes; Troy Gahm, yes; Kathy Goins, yes; Charles Turner, yes; Jerry Buckler, yes. The President declared the motion carried.

117-08

Jerry Buckler moved to hold special board meetings on Friday May 16, 2008 at 6:00 p.m. and Saturday, May 17, 2008 at 8:00 a.m. to conduct interviews for the Superintendent position. Troy Gahm seconded the motion. Roll call: Troy Gahm, yes; Kathy Goins, yes; Charles Turner, yes; Jerry Buckler, yes; Carl Crabtree, yes. The President declared the motion carried.

118-08

Troy Gahm moved to adjourn the meeting. Kathy Goins seconded the motion. Roll call: Troy Gahm, yes; Kathy Goins, yes; Charles Turner, yes; Jerry Buckler, yes; Carl Crabtree, yes. The President declared the motion carried and the meeting adjourned.

Board President

Treasurer

To the Valley School Board

On January 3, 2007, I applied for sick leave from Valley Local Schools on January 12, 2007. I did take that day off as sick leave.

In retrospect, I admit that my application and use of sick leave was inappropriate, and for that, I apologize to the Board and to the district.

My commitment as a teaching professional in this community remains unchanged.




ANDREW HALL

Sworn to and subscribed in my presence by ANDREW HALL this 15th day of May, 2008



Pam Spurgeon
Notary Public, State of Ohio
My Commission Expires Dec. 20, 2009



Notary
My Commission Expires: 12-20-2009