



10/10/1  
09-MED-02-0108  
2575-01  
K27895

# **OTSEGO LOCAL SCHOOLS**

  

# **MASTER AGREEMENT**

OTSEGO EDUCATORS ASSOCIATION

AND

OTSEGO BOARD OF EDUCATION

JULY 1, 2011 - JUNE 30, 2014

## TABLE OF CONTENTS

	<u>SUBJECT</u>	<u>Page Number</u>
	Preamble	1
ARTICLE I	RECOGNITION	
	A. Recognition	2
	B. Elections	2
	C. Scope of Bargaining	2
ARTICLE II	ASSOCIATION RIGHTS	
	A. Exclusive Rights	2
	B. Use of Buildings, Facilities, Equipment, and Service	3
	C. Dissemination of Information	3
	D. Payroll Deduction of Association Dues	4
	E. Release Time for Attending Association Professional Meetings	4
	F. Fair Share Fee	5-6
	G. Local Professional Development Committee	6
ARTICLE III	NEGOTIATIONS PROCEDURE	
	A. Requests for Negotiations	7
	B. Representatives	7
	C. Information	7
	D. Meetings	8
	E. Time Limits	8
	F. Agreement	8
	G. Disagreement	8-9
	H. Definitions and Terms	9-10
ARTICLE IV	GRIEVANCE PROCEDURE	
	A. Grievance	10-11
	B. Procedure	11
	Step 1	11
	Step 2	11
	Step 3	11/12
	Step 4	12

ARTICLE V

EMPLOYMENT PRACTICES

A. Teacher Observation Evaluation Process	13-15
B. Termination Procedure	15-16
C. Textbooks	16-17
D. Non-teaching Duties	17
E. Review of Personnel File	17-18
F. Class Size	18-19
G. Specialist, Special Programs	19
Special Resources	
H. Supplies and Classroom Facilities	20
I. Student Behavior	20
J. Regular Teaching Hours and Teacher Load	20-22
K. Transfers and Assignments	23-24
L. Professional Meetings	24-25
M. Reduction in Force	25-28
N. Sequence of Teaching Contracts	28
O. Contract Service Procedure	28
P. Academic Freedom	28
Q. Bus Supervisions	29
R. Job Descriptions	29
S. No Smoking Policy	29
T. Retirant Contracts	30
U. Moving Furniture	30

ARTICLE VI LEAVES OF ABSENCE

Leaves of Absence	31
Sick Leave	32-33
Personal Leave Days	33-34
Assault Leave	34
Sabbatical Leave	34-35
Military Leave	35
Jury Duty	35-36
Staff Attendance Incentive Program	36

ARTICLE VII SALARIES AND FRINGE BENEFITS

Salary and Procedures	37
Supplemental and Extra-Curricular	37-38
Salary and Procedures	
Athletic Review Board	38
Sports Medicine and CPR Certification	38
Learning Disability Tutors	38
Direct Deposit	38

Severance Pay	38-39
Tuition Reimbursement	39-40
Certificate Renewal/Licensing	40
STRS Pick-up	40-41
Hospitalization & Dental	41-43
Life Insurance	43-44
Vision Insurance	44
Section 125 Plan	44
Special Rates of Assignment	45

ARTICLE VIII IMPLEMENTATION AND DURATION

A. Total Agreement	45
B. No Strike or Concerted Activity	45
C. Separability	45-46
D. Term and Duration	46

EXHIBIT A	Employee Grievance Form
EXHIBIT B	Request for Personal Leave Days
EXHIBIT C	Request Release for Professional Activities
EXHIBIT D 1	Performance Observation Report
EXHIBIT D 2	Teacher Final Evaluation
EXHIBIT E	Application for Tuition Reimbursement
EXHIBIT F	Salary Schedules Effective 7-1-06 to 7-1-08
EXHIBIT G	Supplemental Salary Schedules 7-1-06 to 7-1-08
ADDENDUM	Mentoring Program

## **PREAMBLE**

The purpose of the local school district is to provide the best educational opportunities available. It is the objective of the Board of Education, the Superintendent, administrative staff, and the teaching staff to provide the highest quality educational program.

The Board of Education, hereinafter referred to as the Board, and the Otsego Educators Association, hereinafter referred to as the Association, mutually agree to work together for the best possible educational program for the children of the Otsego Local School District.

It is the purpose of this document to establish a relationship between the Board and the Association and to set forth an orderly procedure for the consideration and mutual resolution of matters as contained within this contract.

## **ARTICLE I**

### **RECOGNITION**

#### **A. RECOGNITION**

The Otsego Board of Education, hereinafter referred to as "Board" recognizes the OEA-NEA affiliated Otsego Educators Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for a bargaining unit comprised of all full-time and part-time (three or more hours) certificated teachers employed in a position requiring a teaching certificate under 3319.22 and excluding Superintendent, Principals, Assistant Principals, substitutes and confidential, supervisory or management employees as defined in Chapter 4117 of the Ohio Revised Code. All rights and prerogatives of the Board and Administration are reserved to management unless expressly altered by the terms of this Contract. The above definition of part-time shall not impact on employees hired prior to adoption and ratification of this Agreement in terms of recognition as a part of the bargaining unit during the life of this Agreement.

#### **B. ELECTIONS**

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

#### **C. SCOPE OF BARGAINING**

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

## **ARTICLE II**

### **ASSOCIATION RIGHTS**

#### **A. EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

## **B. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SERVICE**

1. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. When such meetings are held at a time when custodians are not on duty, the Association shall pay the cost for custodial services. Reasonable times in this section shall not be construed as during the teacher work day. Twenty-four (24) hours prior notice to the building principal is required as to the time and place of such meetings and such shall not interfere with previously scheduled building use.

2. The Association shall have the right to use school facilities and equipment, calculating machines, classroom mini-computers and audio visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Use of such equipment requires prior approval of the building principal so as to assure non-interference with instructional or other program uses. Restrictions on the use of such equipment may be imposed where such use involves announcements pertaining to a call for or support of any type of work stoppage or other matters which may be deemed detrimental to the service or programs provided by the district.

3. The Board of Education will provide a private telephone in each building for the use of certificated staff members to enable private conferences with parents or school authorities such as county office personnel. The location of the telephone in each building shall be agreed to by the Administration and the Association. The telephone location will be so placed as to ensure such privacy as space and physical environment will allow. In the event of proven abuse by a staff member of the private telephone, it shall be removed. An additional telephone for teacher use will be added to Weston Elementary.

## **C. DISSEMINATION OF INFORMATION**

1. Use of building non-student bulletin boards for staff information: At least one bulletin board shall be provided in each school building. Any material posted shall be signed by an authorized representative of the Association.

2. Distribution of Association-related bulletins and materials will continue to occur pursuant to normal school and district distribution procedures.

3. An Association representative shall be given the opportunity to address teachers at the first general meeting of the school year for a reasonable period of time. Competing teacher organization shall not be accorded this privilege.

4. At the time for normal distribution, the Association President shall be furnished seven (7) copies of the agenda of each meeting of the Board with a copy of the minutes. The agenda will include a summary of attachments. One set of attachments, other than those prohibited by the right of privacy, will be sent to the Association President.

#### **D. PAYROLL DEDUCTION OF ASSOCIATION DUES**

1. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.

2. Association Rights -- Payroll deduction of Association dues will be made in ten (10) equal installments beginning with the first pay period in October that occurs opposite other major deductions.

3. The Association shall certify to the Board Treasurer annually on or before September 25 a list of those employees who have properly signed payroll deductions authorizations and submitted them to the Association and the total amount to be deducted. The list shall include the total amount to be deducted along with the number of deductions for each individual.

4. Revocation of dues deduction authorization may be made only in writing by a unit member and submitted to the Board Treasurer.

5. The employer agrees not to honor any check-off authorization or dues deduction authorization deducted by an employee; as defined above, in the bargaining unit in favor of any other labor organization or organizations representing employees for the purpose of collective bargaining.

#### **E. RELEASE TIME FOR ATTENDING ASSOCIATION PROFESSIONAL MEETINGS**

1. Upon the written approval of the superintendent, the president, president-elect or their delegated representatives (1 each) may be released from their teaching duties to attend Association professional meetings. The number of days shall not exceed five (5) in any given school year. The Superintendent or his delegated representative will assign a substitute teacher to cover the classes of the staff member attending the meetings. The teacher organization will be responsible for all expenses incurred by their delegates, including the reimbursement of the Board of Education for the substitutes for the days missed.

2. The Ohio Education Association State Conventions held in Columbus during April and December annually. This shall be a maximum of three (3) work days. The Association will be responsible for all expenses. Requests for attending the Convention shall be submitted in writing to the Superintendent ten (10) days prior to the start of the Convention. Released time for attending these conventions shall not be subtracted from released time mentioned in Section E. above.

3. The OEA local president will receive release time up to two days to conduct Association business in increments of no less than  $\frac{1}{4}$  day mutually agreed between the OEA President and Superintendent.

4. Payroll deductions of membership dues, Board-authorized insurance, tax-sheltered/deferred programs, credit union, and the United Fund will be made providing 10% of certified staff have such deductions.

## F. FAIR SHARE FEE

The Otsego Local Board of Education agrees to automatic payroll deduction as a condition of employment in an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession (NEA, OEA, NWOEA, Otsego Educators Association) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former members, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall not begin before January 15 of each year in order to be in compliance with decisions of the federal courts.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The fair share fee shall be deducted in six (6) equal installments beginning with the first pay period in February.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association agrees to indemnify the Employer for legal representation or liability incurred as a result of the implementation and enforcement of this provision, provided:

- a. The Employer shall give the Association ten (10) days written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed.
- b. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interests.
- c. The Employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.
- d. The Employer shall permit the Association and/or its affiliates to intervene as a party.
- e. The Employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae.
- f. The Board must act in good faith compliance with the Fair Share Fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

## **G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**Purpose:** The Local Professional Development Committee (LPDC) shall oversee and set policy and review professional development goals for the full implementation of the teacher certification/licensure law SB 230.

**Representation:** The LPDC will consist of four members, three members who will be teachers selected by the Otsego Educator's Association.

**Responsibility:** The committee's responsibility shall include, but not be limited to, approval of all individual professional development plans for all certified employees, approval of all CEU credits, course work, workshops, in-service, or any activity that could be used for professional growth credit which will apply to certification and license renewal.

**Procedures:** The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Professional Development Plans to extent provided by law. Forms will be available at each building office.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURE**

#### **A. REQUESTS FOR NEGOTIATIONS**

1. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 150 days nor later than 120 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

2. By 100 days prior to contract expiration an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session. No additional proposals shall be submitted subsequent to the exchange of packages unless by mutual agreement of the parties.

#### **B. REPRESENTATIVES**

1. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith.

2. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. The negotiating committee shall be composed of not more than five (5) members. Three (3) additional members may take part during compressed bargaining sessions.

4. Consultants, not including association or board labor relations consultants, may be used in an advisory capacity by either party.

5. Each party may have one (1) observer at any meeting. Said observer is in addition to the regular negotiation teams. Observers have no speaking privileges.

6. Labor relations consultants/attorney may be used as a fifth member of the negotiating committee by either party.

#### **C. INFORMATION**

1. While negotiations are in progress, any release to the media must be mutually approved

#### **D. MEETINGS**

1. Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.
2. Negotiation sessions shall be held in executive session.

#### **E. TIME LIMITS**

1. The chairman of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).
2. Bargaining sessions shall last a maximum of three (3) hours.
3. Days shall mean calendar days unless specified otherwise (for purposes of this article).
4. Time limits established under Negotiations Procedure may be modified by mutual agreement.

#### **F. AGREEMENT**

1. As items receive tentative agreement they shall be reduced to writing and initialed by each party.
2. The final tentative agreement shall be reduced to writing and submitted to the Association and Board for final approval.

#### **G. DISAGREEMENT**

In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties may declare an impasse and request, in writing, mediation services through the Federal Mediation and Conciliation Services. Copies of this request shall be transmitted to the other party. The mediator shall make no public recommendations, statements, or issue reports on the negotiations issues. The Board and the Association will equally share any cost incurred by the mediator during the mediation process.

Either party may, upon the expiration of this Master Agreement, declare impasse on the unresolved agenda items.

If an agreement is not reached through the mediation process as described in Section G above, either the Board or the Association may request that a Board of Review be created. The panel will be formed within five (5) days following such a request, unless there is a mutual agreement to extend the deadline.

The selection of panel members shall be as follows:

- a. The Board shall select one member.
- b. The Association shall select one member.
- c. These two members will select a third member who will serve as chairperson. Should they fail to agree, the third party shall be obtained through the American Arbitration Association according to its voluntary rules and regulations.
- d. This panel will have authority to call witnesses, hold hearings and confer with any parties deemed advisable to effect a recommendation to the Board and to the Association.
- e. All hearings by this panel shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- f. The Board of Review shall act as fact finders, conferring with both parties, and will make recommendations for settlement of issues in question within twenty (20) days from the date of its establishment. The recommendation of the Board of Review shall be reached within five (5) days or a mutually agreed upon date, the Board of Review's report shall be submitted to the Board and the Association for approval or rejection and then be made public. Such action by the parties must be completed no later than thirty (30) days after receipt of the fact-finding report.
- g. Each party will pay the expenses of its own representative on the Board of Review. However, the expenses of the chairperson will be shared equally by the Board and the Association.

## H. DEFINITIONS AND TERMS

**Bargaining Unit** - The employee group which is covered by this collective agreement. For purposes of this Contract, the bargaining unit is composed of the personnel mentioned in the Recognition Section of this Contract, with the exception of superintendents, administrative assistants, principals, assistant principals and substitute teachers.

**Caucus** - A limited break in the negotiations session of no more than thirty (30) minutes, unless extended by mutual agreement.

**Consultants** - Advisors to the negotiations team. Individuals who, due to special training, experience and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings. Advisors may be used at any session. However, they shall not enter the negotiating room until called to testify.

**Day** - Contractual reference to "day" means working day(s) unless indicated otherwise.

**Impasse** - A breakdown in collective bargaining negotiations when neither side will make further concessions and agreement is not expected. Either side may declare an impasse.

**Negotiate** - To confer, discuss, propose and consider terms and conditions of employment in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in "good faith." Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

**Negotiations Meeting Period** - That period of time, not to extend beyond negotiated contract, in which the parties agree to meet for the purpose of engaging in collective bargaining. The time period shall commence at the time of acknowledgement of one party's request for opening negotiations.

**Recess** - The period of time between negotiations sessions once the negotiations meetings has commenced. The length of recess will be established by both parties at the conclusion of each negotiating session.

**Written Disposition** - The findings and recommendations of the Board of Review used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the Association in an effort to obtain agreement.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Grievance

##### 1. Grievance Definitions

a. **Grievance Policy** - The Otsego Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its staff members can be assured of a prompt, impartial and fair hearing of their grievances. Such procedures shall be available to all staff members and no reprisals of any kind shall be taken against any staff member(s) initiating or participating in the grievance procedure.

b. **Grievance Defined** - A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of: (a) the terms of the Master Contract; (b) individual employee contracts; and (c) established Board policy; and (d) administrative rules and regulations that affect certificated personnel as they relate to certificated personnel. Grievances involving an alleged violation, misinterpretation or misapplication of the Master Contract (a) may be elevated to Step 4. All other grievances shall be limited to a Board level hearing at Step 3 the results of which shall be final and binding.

c. **Grievant Defined** - A grievant may be an individual staff member, a group of staff members, or the Association acting on behalf of members of the bargaining unit.

## 2. Purpose

a. The purposes of the grievance procedure are: (a) a fair and orderly way to secure redress of individual or group grievances without fear of reprisal; (b) unobstructed communication between parties.

## B. PROCEDURE

Any staff member suspecting a violation of the provisions of the Master Agreement shall first discuss such violation with his or her immediate supervisor.

### STEP 1

If the discussion does not resolve the grievance, the staff member or the Association shall have the right to lodge a written grievance with such staff member's building principal. If such grievance is not lodged within ten (10) days following the act or condition which is the basis of said grievance, the grievance shall no longer exist.

The building principal shall take action on the grievance within ten (10) days following receipt of the written grievance. The action taken and the reasons therefore shall be reduced to writing and copies sent to the grievant and the superintendent.

### STEP 2

If the action taken by the building principal does not resolve the grievance, the grievant may appeal in writing to the Superintendent. Failure to submit such appeal within five (5) working days after the receipt of the written memorandum of the principal's action on the grievance shall be deemed a waiver of right to appeal. If requested, upon at least two (2) days prior notice, a hearing shall be conducted by the Superintendent within five (5) working days after his receipt of the notice of appeal. The grievant shall have the right to be represented at such hearing by one individual of his or her choice. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons thereof shall be written and copies sent to the grievant, the Association, and the building principal.

### STEP 3

If the action taken by the Superintendent does not resolve the grievance, such grievant may appeal in writing to the Board of Education by filing a notice of appeal with the Treasurer, together with a copy to the Superintendent within five (5) working days after receipt of the decision of the Superintendent. Failure to timely file the notice of appeal shall be deemed a waiver of the right to appeal.

The grievant shall have the right to be represented at such hearing by one individual of his/her choice.

The Board of Education shall act upon the appeal within thirty (30) days of the filing of the notice of appeal with the Treasurer. The Board of Education's decision shall be based upon the recommendations of the Superintendent and the arguments presented by or on behalf of the grievant. A written decision stating the reasons upon which its conclusion is based shall be sent to the aggrieved staff member, the Association, the building principal, and the Superintendent.

#### STEP 4

If a grievant is not satisfied with the disposition of a grievance involving an alleged violation, misinterpretation or misapplication of the Master Agreement at Step 3, the Association may within twenty (20) workdays after the Board's disposition, demand in writing that the grievance be submitted to arbitration.

The written demand will be served upon the Superintendent. Within ten (10) workdays after such written notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the AAA by either party.

The parties shall thus be bound by the rules and procedures of the AAA in the selection of the arbitrator.

The arbitrator so selected shall confer with the representatives of the Employer and Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement.

The arbitrator shall have no authority to alter, add to or subtract from the express terms of this contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision. The decision of the arbitrator shall be submitted to the employer and the Association and shall be final and binding on the parties.

The fees and expenses of the arbitrator shall be borne entirely by the losing party. Fees and expenses will be shared only the event that it is impossible to determine from the award which party is the loser.

## ARTICLE V - EMPLOYMENT PRACTICES

### A. TEACHER OBSERVATION AND EVALUATION PROCESS

The Association and the Board believe that a determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the school district. Therefore, an ongoing observation and evaluation program must be implemented to provide a record of the service of each teacher, to provide objective evidence for employment and personnel decisions, and to promote the improvement of instruction as a part of the goals of the school system.

The Association and the Board have developed and will implement the following program for the annual observation and evaluation of all teaching personnel directed toward the above ends. Full and appropriate records will be maintained regarding this observation and evaluation process.

It is intended by the parties to this Agreement that this evaluation procedure shall supersede the requirements of R.C. Section 3319.111. Furthermore, these evaluation procedures shall not apply to individuals on supplemental contract or substitute teachers who work less than 120 days in a school year.

Within two weeks after the beginning of the school term the principal shall acquaint each employee under his/her supervision with the observation and evaluation procedures, standards, and instruments to be utilized during the school year. No observation may take place until such orientation session has been completed.

The teacher observation and evaluation process will consist of the following elements:

1. All teachers "new" to the school system will be formally observed no fewer than two times and no more than five (5) times (without mutual consent) during the school year. The first formal observations must be completed prior to January 15, and the second observation must be completed by April 1.

The teacher must provide a copy of his/her lesson plans to the principal for the day prior, the day of, and the day after the classroom time period being observed. Prior to the observation, the principal must provide a minimum of a one (1)-day notification to the teacher. The principal may informally contact the teacher if he/she needs any further clarification regarding the lesson to be observed.

After observing the teacher's lesson, the principal will complete the Performance Observation Report (see Exhibit D-1). The building principal will provide the teacher with a copy of the performance observation report before the post observation conference if it has one or more unsatisfactory marks. Within eight (8) mutual working days of the observation, the teacher and the principal will formally meet for a post-observation conference. The Performance

Observation Report will be reviewed at this time, with particular emphasis placed on the narrative sections of this document. A building representative may be present at the meeting. The teacher shall receive copies of the Performance Observation Report within two working days after signing. Same procedure will be followed for the Teacher Final Evaluation (see Exhibit D-2).

If "recommendations for improvement" are so noted, the principal will provide the teacher with concrete suggestions as to how to improve the quality of his/her teaching and how to possibly eliminate any deficiencies noted during the observation period. If deemed necessary by the principal, another visitation will be tentatively scheduled no sooner than twenty (20) days after this observation (may be earlier if mutually agreed upon by both parties) in order to determine if these suggestions are being utilized and if improvement is occurring. When improvement is observed by the principal, it will be so noted and dated on the performance observation report. Furthermore, the teacher is encouraged to provide other evidence of improvement, and this information will be so noted as well.

Both the principal and the teacher must sign and date the performance observation report. The teacher's signature does not necessarily indicate approval, but awareness of the contents. The teacher has up to ten days to comment on his/her observation by writing his/her comments on the back of the observation report form. All of the original documents obtained through the observation process must be filed and maintained by the principal in each building. The teacher will receive copies of any or all of these documents.

2. Up to three (3) mutually devised performance and instructional goals are to be submitted by April 1<sup>st</sup> for the following school year and reviewed/revised at the time of final evaluation. Principals will remind teachers of their goals at the beginning of the school year. Progress on fulfilling these goals will be so noted on next year's performance observation report. By November 1<sup>st</sup> for the current school year, new teachers will submit up to three (3) mutually devised performance and instructional goals to be reviewed/revised at time of final evaluation.

3. Other teachers will be formally observed by the principal at least once but not more than twice per year (without mutual consent) by May 1. The preceding observation process outlined for "new" teachers will be utilized for these staff members as well.

4. All teachers with contracts up for renewal will be formally observed, evaluated, and interviewed by the principal at least by January 15. In the event a teacher is in jeopardy of non-renewal, the principal shall formally observe, evaluate, and interview the teacher a second time by March 15.

5. By April 1 for "new" teachers and those teachers with contracts up for renewal, the Teacher Final Evaluation (see Exhibit D 2) will be completed by the principal. A conference to discuss this document may be requested by either the teacher or the principal. The original document will be sent to the Superintendent for his/her review and filing in the school district's personnel file. A copy will be kept by the principal, and one provided to the teacher as well.

6. If possible, all comments, ratings, etc. placed on the Performance Observation Report and the Teacher Final Evaluation by the principal must be typewritten.

7. The grievance procedure shall be the exclusive forum for the presentation of complaints concerning the evaluation procedures as set forth in this Agreement. Upon filing of such a grievance, the evaluator may conduct a re-evaluation or take such other measures as may be necessary to cure any evaluation defect. Any such measures will be substituted in the time and place of the initial evaluation.

8. Letters of rebuttal may be submitted and attached to the evaluation reports. Written reply from the evaluator may also be submitted and attached. The letter of rebuttal shall be placed in the bargaining unit member's personnel file.

9. New teacher defined – any teacher who is newly hired by the Otsego Local School District or who has resigned their teaching position from Otsego and returns.

10. A committee shall be formed to study the existing Performance Observation Report Teacher Final Evaluation Form, and Individual Professional Development Plan as well as portions of Article V, A. 1, 2, and 6 that relate to the Performance Observation Report, Teacher Final Evaluation Form, and Individual Professional Development Plan. By the next round of negotiations after this contract is approved, the committee shall provide a written report to both negotiation teams that includes proposed new evaluation tools that are in agreement with the Ohio Department of Education licensure program. The committee shall be made up of two teachers selected by the OEA President, two administrators, and the entry year teacher head mentor. An administrator shall serve as chair of the committee.

LEGAL REFERENCES: O.R.C. 3319.01, 3319.111  
Minimum Standards 3301-35-03 (A) (B)

## **B. TERMINATION PROCEDURE**

1. When any action or other matter appears to exist which may possibly result in the termination of a staff member, a conference with the staff member and Association Representative if requested by either side, should be scheduled by the principal or superintendent within three (3) days of the occurrence of such action, at which time the situation will be discussed thoroughly and a course of action for improvement will be outlined in writing by the principal or superintendent at the conference.

2. Except for reasons set forth in Section 3319.16 of the Ohio Revised Code, the employee will be given a reasonable amount of time as determined by the principal or superintendent to correct deficient areas of concern.

3. Termination of a teacher's contract shall be in accordance with 3319.16 of the Ohio Revised Code as amended and related sections all of which are herein incorporated by reference.

4. Both parties may be present at such hearing, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to be issued by the Treasurer of the Board. In case of the failure of any person to comply with a subpoena, a common pleas judge of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt. Any member of the Board or the referee may administer oaths to witnesses. After a hearing by a referee, the referee shall file his report within ten (10) days after the termination of the hearing. After consideration of the referee's report, the Board, by a majority vote, may accept or reject the referee's recommendation on the termination of the teacher's contract. After hearing by the Board, the Board, by majority vote, may enter its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision after hearing is against termination of the contract, the charges and record of the hearing shall be physically expunged from the minutes, and if the teacher has suffered loss of salary by reason of being suspended, he shall be paid his full salary for the period of suspension.

5. Any teacher affected by an order of termination of contract may appeal to the court of common pleas of the county in which the school is located within thirty (30) days after receipt of notice of the entry of such order. Such appeal shall be an original action in said court and shall be commenced by the filing of a petition against such Board, in which petition the facts shall be alleged upon which the teacher relies for a reversal or modification of such order of termination of contract. Upon service or waiver of summons in said appeal, such Board shall immediately transmit to the clerk of said court for filing a transcript of the original papers filed with the Board, a certified copy of the minutes of the Board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the referee, hereupon the cause shall be at issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it deems advisable, at which it may consider other evidence in addition to such transcript and record.

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

7. In any court action, the Board may utilize the services of the prosecuting attorney or city solicitor as authorized by Section 3313.35 of the Ohio Revised Code, or may employ other legal counsel.

### **C. TEXTBOOKS**

Each department or grade level will review the adequacy of current textbooks on a rotation basis (one department every five years), unless there is a mutual agreement to review sooner. Review of textbooks for grades K-8 shall be reviewed in a similar manner.

All teachers in the department being reviewed will have input into the book selection process. A selection committee shall present a list of recommendations of textbook selections to the Superintendent for consideration.

#### **D. NON-TEACHING DUTIES**

Teachers will not be required to transport students in their personal automobiles.

#### **E. REVIEW OF PERSONNEL FILE**

1. Each staff member shall have the right to examine the contents of his/her personnel file upon request with an administrator present within the room.

2. The file or contents of the file may not be removed from the office.

3. Confidential information, such as recommendations sent directly to the employer, may not be examined by the staff member.

4. If a staff member should find any item he/she feels is derogatory to his/her conduct, service, character or personality, he/she shall have the right to respond, in writing, to these documents personally and/or with the assistance of teacher representation.

5. Anonymous complaints and/or commendations will not be included in the personnel file of the bargaining unit member, nor shall otherwise unsubstantiated anonymous complaints be used for disciplinary action. Unsolicited letters of commendation may be added to the personnel file of a bargaining unit member by the employer and/or employee not to exceed three (3) per year.

6. A unit member shall have the right to review and request photo-copies of his/her files during normal working hours of the Superintendent offices as long as such inspection does not interfere with the unit member's assigned duties. The review may be made within a reasonable period of time after written request to the Superintendent. The unit member shall be entitled to have a representative of his/her choice accompany him/her during such review.

7. A unit member shall have the right to obtain a photo-copy of items he/she may have access to except as in accord with Section 3 of this article, upon payment of the reasonable cost of copying the material.

8. Material placed in the file will be dated as to one of the following (a) date of receipt of communication by the individual placing it in the file (b) date of issuance from the individual who initially provided the material (c) date of entry into the file.

Copies of all disciplinary items as they are placed in an individual's personnel file shall be copied and given or mailed (certified) to the individual.

There shall be only one official personnel file located in the Central Office. This will not prevent an administrator from maintaining their personal records dealing with staff.

9. The rights afforded in the above provision shall be in addition to ORC 1347 procedures pertaining to accuracy, relevance, timeliness or completeness of information in the file.

10. During the term of the contract, a member shall be provided a copy of any document, other than routine bookkeeping or salary documentation that is placed in the member's personnel file within five (5) working days of the placement. The teacher shall have the right to respond in writing within five (5) days of receipt thereof, to any material placed in the file. Said response shall be attached to and shall become part of the file document.

11. The administration will make teachers aware of recurring complaints.

## **F. CLASS SIZE**

The Board and the Association agree that class size shall be consistent with the standards of quality education. Class size shall be determined as equitably as possible within the limits of physical facilities, scheduling needs and the financial constraints of the Board.

Teachers who consider the size of their class to be abnormally high may discuss potential remedies for the situation with the principal and/or superintendent.

The teacher(s), if he/she desires, may submit suggested remedies in writing to the Superintendent who will, when appropriate, forward them to the Board for its consideration.

Efforts will be made to equalize class size in district elementary schools by way of modification of elementary attendance boundaries.

Consideration will be given to the placement of special needs students when creating class sections in order to optimize student learning.

For each K-3 grade section that exceeds twenty-five (25) students, the Board shall hire an educational aide to work the equivalent of  $\frac{1}{2}$  day for each student contact.

For each 4-6 grade section that exceeds twenty-eight (28) students, the Board shall hire an aide to work the equivalent of  $\frac{1}{2}$  work day for each student contact day.

If the number of students in an art, physical education or music class in grades K-6 exceeds thirty-five (35) and the aide originally hired for the classroom teacher from where the students came cannot assist the teacher of that art, physical education or music class, an individual will be hired to serve as an aide in that class so long as the number of students in that class exceeds thirty-five (35).

Teachers assigned split grade level classes in grades K-6 shall be provided a permanent substitute to work the equivalent of  $\frac{1}{2}$  day for each student contact day at the current pay rate for substitute teachers everyday although, the building principal and teacher may mutually agree to configure the time in a different manner. The permanent substitute will have no other rights, privileges or benefits under the contract except the Board's share of retirement premiums. In situations where

classroom aides are used, the aides will be assigned to the classrooms for one-half day, every day, although the building principal and teacher may mutually agree to configure the time in a different manner.

If a classroom aide is not immediately available the first day a classroom is eligible, the aide will remain with the classroom in the event the numbers drop below the cut-off so that the total number of days attended in the classroom equate to the total number of days the classroom was eligible for an aide or until the end of the work week, whichever is longer.

Whenever a teacher at the high school or middle school has over 180 enrolled students per day he/she shall receive \$5.00 per day over their normal per diem. Excluded from this shall be band, choir, physical education and study hall. If a teacher wants to voluntarily take over 180 students per day without payment, he/she must sign a written waiver. If a teacher's enrollment falls below 181 students he/she will not receive the \$5.00 per day stipend.

#### **G. SPECIALISTS, SPECIAL PROGRAMS, SPECIAL RESOURCES, SPECIAL NEEDS**

1. The Board and the Association recognize the fact that classroom teachers may require the assistance of certain specialists (i.e. art, music, physical education, hearing, vision, remedial reading, speech, etc.) in order to effectively carry out their assigned duties. Classroom teachers who are in need of assistance from such specialists shall forward requests to their building principal. The principal shall meet with the appropriate teacher(s) to discuss the needs of the students in question. If the teacher's request for assistance is denied, he/she may submit the request to the Superintendent for review.

2. In order to provide a successful inclusionary model, it will be the responsibility of the IEP team to determine the Least Restrictive Environment (LRE). If the team decides that the regular education setting is the LRE, it will be the team's responsibility to determine what modifications are needed and whose responsibility it will be to implement the modifications for the student. It will be the responsibility of the special needs teacher to initiate modifications given reasonable and timely advanced notice from the regular classroom teacher.

3. The Otsego Local Schools will provide the continuum of services as required by I.D.E.A.

4. Administration of Medical Procedures Members of the Association will not be required, but may elect to:

- a. Administer medications to a student
- b. Perform medical procedures, other than basic first aid (defined by American Red Cross)
- c. Administer appropriate emergency medical assistance (if certified to do so) until administrator or trained personnel arrive.

## H. SUPPLIES AND CLASSROOM FACILITIES

The Board will use its best efforts to provide any teacher who submits a request with a lockable file cabinet, closet, or drawer.

Within each classroom, the physical arrangement of movable furniture and equipment shall be at the discretion of the individual teacher.

An attempt shall be made to place elementary orders during the same month for back to school supplies.

## I. STUDENT BEHAVIOR

1. All parent-student complaints in regard to behavior shall be handled through the office of the appropriate principal and/or superintendent. A teacher shall be informed of serious complaints or a pattern of complaints that could result in documentation of the teacher's conduct by the administration.

2. There is hereby established a committee which is charged with formulating and recommending a policy to the Board concerning student behavior and discipline for the district. The committee shall be composed of one (1) staff member from each building, administrators, and a community resource member(s).

## J. REGULAR TEACHING HOURS AND TEACHER LOAD

1. The regular work day for all secondary teachers shall not exceed seven (7) hours, twenty (20) minutes. The regular work day for all elementary teachers shall not exceed six (6) hours, fifty-five (55) minutes. Both secondary and elementary work days shall include a thirty (30) minute duty-free lunch period. All teachers are expected to report to their respective classrooms or assigned areas twenty (20) minutes before classes begin. All high school and middle school teachers are expected to remain in their respective classrooms or assigned areas twenty (20) minutes after the close of the school day and all elementary teachers are expected to remain in their respective classrooms or assigned areas ten (10) minutes after the close of the school day. Teacher contact with students ends at dismissal.

a. The regular work week will be Monday through Friday with the exception of supplemental, extended service, stipend and extra-curricular activities.

2. School Calendar: The regular school year for teachers shall consist of 184 days. A committee, including five (5) association members (one from each building) and administrators (up to five), representing Otsego as a district will create two (2) calendar options by March 1. These options will be voted upon by all association members and administrators. A majority vote will decide which option is presented to the Board of Education at its next meeting. This includes 180 student-contact days, two (2) of which are parent-teacher conference days for grades K-8, and one (1) of which is a parent conference day for grades 9-12.

The following federal holidays shall be observed as scheduled: Labor Day, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day. All certificated staff will have these days off.

The workday will be rescheduled after the conclusion of the first semester exams, if exams are delayed because of a district-wide calamity day.

Staff members shall not be required to attend inservice training or workshops on record workdays; provided, however, staff members may attend inservice training or workshops offered on a record work day on a voluntary basis. All staff members shall work the record work day. Failure to work the full record work day shall result in a pro-rata reduction of the staff member's per diem rate for said day.

Parent/Teacher Conference Days will be scheduled in the second week following the first nine-week grading period. The High School Parent/Teacher Conference Day will be scheduled in the second week following the first nine-week grading period.

Building staff meetings shall not be scheduled during the week following the end of a grading period unless an emergency arises.

3. Daily lesson plan books shall be provided for and kept by the teacher. The original lesson plans are the property of the teacher, but shall be available for inspection by the principal.

4. Teacher Periods in Secondary Schools: The number of teaching hours at the secondary level shall not exceed six class periods per day unless mutually agreed upon by the teacher and administration.

5. Class Preparation: Each elementary certificated staff member shall receive at least two hundred (200) minutes per week to be scheduled whenever possible during the student day. The teacher shall receive planning time at least in four (4) days of the week. The time shall be distributed in as equitable of a manner as possible.

Secondary teachers shall have one class period per day for planning time without extra duties.

#### 6. Records and In-service /Professional Service Days:

- a. For each school year, three (3) record days will be scheduled for all certified staff. In addition, one three and one-half hour in-service session will be scheduled per school year.

Certified staff will attend Open House, plus two (2) more professional service activities, such as graduation, awards nights, school festivals, musicals, DARE, District CIP meetings, middle school orientation, and any other mutually agreed upon activities.

There shall be one half-day (1/2) release and six (6) two-hour delays for professional development, contingent upon state approval.

- b. On the first record day of the school year the following meeting times will be observed:
    1. ½ hour with the Superintendent;
    2. ½ hour with the OEA; and
    3. faculty meeting not to exceed 45 minutes in individual buildings
  - c. All in-service programs shall be planned by committees of teachers and administrators. These programs shall be designed by such committees by the staff of, and for the needs of each individual building.
  - d. If a staff member voluntarily desires to attend a workshop which is offered after school, (s)he may be credited with satisfying all or part of the above-listed in-service obligations, Provided that (s)he received approval of the Association President and the Superintendent at least two weeks in advance of the workshop.
  - e. Bargaining unit members who are special needs teachers and are responsible to prepare IEP's will receive release time. The standard will be one (1) day per school year of release time for every five (5) special needs students in his/her class for whom the teacher must prepare an individualized education plan.
  - f. During the scheduled release time when diagnostic tests are graded, teachers will grade extended answers first. Remaining items needing to be graded will be completed with the assistance of an aide or a substitute teacher as determined by the building principal. An orientation will be provided to those unfamiliar with the grading process.
  - g. All grade cards will be completed and turned into the office by the end of the final work day. Administrators may request grade calculations prior to the last student day.
  - h. Bargaining unit members with approval of the principal and teacher shall be paid up to two (2) hours at the special rate of pay to prepare to conduct an Otsego academic workshop for staff in-service (not staff meetings). Anything over two (2) hours of pay must be approved by the superintendent.
7. Every effort will be made to hire substitutes for specialists when they are absent. Specialist include at elementary (K-6): areas of art, music, excluding band, physical education, and Title I reading. Specialists include at 7-12: areas of art, music, excluding band, physical education and library media.

## **K. TRANSFERS AND ASSIGNMENTS**

### **1. Notification of Assignment**

Teachers under contract during a school year will be notified in writing of their assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed school assignment and subject assignment. Any change in such assignment will be made known to the teacher no later than the day before the last student day.

## 2. Vacancies: Notification and Application Procedure

A written notice of every vacancy shall be posted in each school building and a copy shall be sent to the Association president and secretary. The Board shall wait five (5) days from the date of notification before filling the position. For purposes of this section, notification shall be determined by the postmark on the vacancy notice.

During the summer months, from the last teacher work day of one school year to the first teacher work day of the succeeding school year, vacancy postings will be mailed at Board expense to those certificated staff members who have submitted a request for summer vacancy form. Said form shall be made available by the building principals and the collection of same shall be considered a regular item at a check out.

Other certificated staff members may be added to the list by applying in person on the above-mentioned form in the Board office. In addition to the staff members on the list, a copy of all vacancies shall be sent to the Association President. Certificated Staff Members will have five (5) work days from the date of each posting to apply in writing to the position described therein.

Teachers shall be notified in writing as soon as practicable by the Superintendent concerning the decision made relative to their application for vacancies. The teachers may call the Superintendent twenty-four (24) hours prior to his making a recommendation to the Board concerning hiring personnel for vacancies.

If a position requires special known factors or the performance of supplemental duties, such shall be listed at the time of posting.

All final decisions relative to the transfer and assignment of teachers shall rest with the Superintendent.

## 3. Voluntary Transfers

A teacher desiring a change in full-time teacher assignment may make his/her desire known to the Superintendent in writing on an application form provided stating his/her reasons for a specific position desired. Said form shall be considered with all other applications at such time the position requested is filled.

When a vacancy occurs, the superintendent shall interview first applicant-employees who have applied in writing for the vacancy and who meet the specifications for the vacant assignment. After all applicant-employees have been interviewed and considered, the superintendent may

consider candidates from outside the school system who have applied for the vacant position.

The Superintendent reserves the right to make the determination of the best-qualified individual available for filling any position(s) in the school district. If the vacancy is to be filled from among current employees and two or more applicant-employees are qualified ("whether a person is qualified will be determined with reference to experience, certification and evaluations) for a vacancy, the applicant-employee with the most district seniority will be selected for the position.

#### 4. Involuntary Transfers

An employee who is to be involuntarily transferred, shall be afforded a person to person meeting with the appropriate Administrator and given the reasons in writing for the involuntary transfer at the time of the conference which shall be no later than the day before the last student day. The affected employee shall not be involuntarily transferred more than once in any one school year.

An employee who is involuntarily transferred when school is not in session shall be paid for one (1) day at the per diem rate in accordance with his/her placement on the salary schedule.

Reasons for involuntary transfers shall include (1) decrease in number of sections (the term "sections" refers to classes and course offerings) and (2) professional growth ("professional growth" shall mean to improve overall teacher performance, to improve instruction for Otsego students and to compliment teaching styles of other staff members.)

If an employee is involuntarily transferred for professional growth, he/she will not be transferred again for professional growth reasons the subsequent school year.

An employee will not be involuntarily transferred more often than once every twenty-four months, not to exceed three times in a ten (10) year period.

Consideration of the best interests of the students and building(s) staffing is important when determining to make such involuntary transfers. However, the desires of the unit member will be taken into consideration by the administration and the administration will not normally involuntarily transfer a unit member in the school year subsequent to that in which the unit member has been involuntarily transferred.

If teachers are asked to switch grade levels and have not been given the opportunity to order materials for the new grade level, they should be able to order supplies for the new grade level if the prior teacher had not placed the supply order.

#### L. PROFESSIONAL MEETINGS

Teachers shall be allowed up to two (2) days per year for the purpose of observing superior teachers in other school systems and attending workshops. This must be with the approval of the principal and Superintendent. No visitation or attendance will be approved if substitute teachers are not available.

1. The Board of Education will pay the teacher salary and substitute pay. All other expenses will be paid by the teacher unless the teacher has been requested to attend as a representative of the school, in which case the Board of Education will pay travel, registration and lodging. In the latter case, the proper receipt must be presented for all expenses except auto mileage before any payment will be made.
2. If requested in writing by the teacher, the Superintendent will give in writing the reason the request was not approved. The reason(s) should be given to the teacher within ten (10) working days from the request.
3. Professional meetings shall be posted as a board exhibit stating the staff member's name and conference, topic, or event attended.

#### **M. REDUCTION IN FORCE**

When, by reason of decreased enrollment of pupils, return to work of regular bargaining unit members after leaves of absence or by reason of suspension of schools or territorial changes affecting the district or due to the loss, reduction or inadequacy of funds for current operation, discontinuance of funds for current operation, discontinuance of instructional programs and/or for other reasons as authorized by law, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction pursuant to Section 3319.17 of the Ohio Revised Code.

Prior to implementing a reduction in force for reasons other than the return to duty of bargaining unit members on leave, the Board shall notify the teaching staff of its intent to make such reduction no less than thirty (30) days prior to such reduction. Should a staff member be reduced from force during the weeks that school is not in operation--i.e. summer months, he/she shall be provided a seniority list with the reduction notice by certified mail.

Prior to implementing a reduction in force for reasons other than return to duty of a regular bargaining unit member from leave of absence, the Board will cause to be prepared and posted a seniority list in each building listing the teaching field, contract status and length of service of all members of the bargaining unit. Members who believe that they have been incorrectly placed on the seniority list shall have a period of ten (10) school days within which to bring that matter to the attention of the superintendent who shall review the matter and make a determination.

Failure to bring any claim of error in the seniority list to the superintendent within the time provided will bar any later claim that the member has not been credited with the proper amount of seniority.

#### **SUSPENSION OF CONTRACTS**

The Board will suspend the teaching contracts of bargaining unit members beginning with the least senior member employed under limited contract within each teaching field affected.

Regardless of seniority, no member within such field on continuing contract will be suspended until all such members on limited contract have first been suspended.

### RECALL LIST

Members of the bargaining unit whose teaching or supplemental contracts have been suspended will be placed on a recall list. Such members will be responsible for notifying the Board of their current mailing address, telephone number, any change in availability for recall and any change in teaching certification. Such notification will be updated by the member as changes occur.

### RECALL TO SERVICE

Members of the bargaining unit whose contracts have been suspended will be recalled in reverse order of suspension to vacant teaching positions for which they are, or have become certified. If not recalled within a period of two years from the effective date of suspension, the name of the member will be removed from the recall list.

Notice of recall will be given by telephone and by certified mail directed, postpaid, to the most recent address contained in the records of the Board. If the member has not provided written acceptance of the offer to recall within fifteen (15) days of mailing of the notice of recall, or if the member declines recall, the member's name will be removed from the list. Members employed under limited teaching contracts will be removed from the recall list upon expiration of the term of the limited contract or two (2) years from the layoff (whichever shall occur later) if not recalled prior to that date.

### UPON RECALL

Upon recall from suspension the member will be assigned to a teaching position for which the member is certified and placed on the salary schedule at the appropriate step. Time spent upon suspension of contract will not be considered as service for purposes of salary schedule placement or accrual of seniority.

Seniority will be applied within classes as follows:

1. There shall be two (2) levels -- elementary (K-6) and secondary (7-12). Each shall be separate and distinct.
2. At each level, all certificated employees shall be placed on a seniority list within their area(s) of certification. These seniority lists shall govern all reductions in force as outlined above.

Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment matters.

### SENIORITY DEFINED

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

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
5. A full-time employee shall be an employee who is employed on a ratio of .5 or more for one hundred twenty (120) or more days in any one school year.
6. No employee shall accrue more than one (1) year of seniority in any work year.

#### EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the first day worked; then the employee with the earliest date of employment (date of hire); then by lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

#### LOSS OF SENIORITY

Seniority shall be lost when an employee retires, resigns, is employed in a full-time non-bargaining unit position, is discharged, or otherwise leaves the employment of the school district.

#### POSTING OF SENIORITY LIST

The seniority list shall be posted on October 1 of each work year. The employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of the Board's resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

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

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

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

Teachers recalled under these provisions shall be placed on the appropriate place on the regular salary schedule. Such teachers shall have previous years of teaching experience in the district applied for seniority purposes.

#### **N. SEQUENCE OF TEACHING CONTRACTS (LIMITED)**

All professional staff members on initial employment shall be issued a one-year contract for the first four (4) years of employment. At the end of the fourth year of employment, providing the staff member achieves a positive evaluation, the professional staff member shall be issued at least a two-year contract. At the end of ten (10) years of employment in the district, providing the staff member achieves a positive evaluation, the professional staff member shall be issued at least successive three-year contracts thereafter until the professional staff member is given a continuing contract. In the event that a staff member does not achieve a positive evaluation, a one-year contract may be issued.

#### **O. CONTRACT SERVICE PROCEDURE**

A teacher who is qualified for continuing contract status shall be considered for such status at the spring Board meeting designated to consider renewal and non-renewal of teacher employment contracts inclusive of staff members currently employed under a multi-year contract.

Reasons in writing for the non-renewal of a professional staff member's contract shall, upon request, be given to the affected member and his/her representative during or after the employee's fifth year of service in the Otsego Local District. The provisions of this subsection supersede Ohio Revised Code 3319.11 for all unit members in the first four (4) years of employment in the district.

#### **P. ACADEMIC FREEDOM**

The Board recognizes the rights of students and teachers to believe, to discuss, and to explore any social, economic or political issue.

The Board believes, however, that freedom carries with it responsibility. Academic freedom also carries with it academic responsibility that is determined by the basic ideals, goals, and institutions of the local community as they are expressed in the goals and objectives of the school district.

As a consequence of its responsibility to guarantee academic freedom to both students and teachers, the Board expects that:

1. All classroom studies will be curriculum-related, factual, objective, and impartial.
2. Teachers will strive to create and maintain an atmosphere of open-mindedness and tolerance.
3. Teachers will not attempt, directly or indirectly, to limit or control students' judgment concerning any curriculum based issue, but will make certain that full and fair consideration is given to the subject and that facts are carefully examined as to their accuracy and interpretation.
4. Teachers will apply appropriate choice and judgment in selecting and employing materials and methods of instruction.

This academic freedom is essential to the purpose of our school and society and will be upheld by the Board of Education and administration.

#### **Q. BUS SUPERVISIONS**

Except in cases of emergency, teachers will not be involuntarily assigned to bus supervision and detention classroom.

#### **R. JOB DESCRIPTIONS**

Any change in job descriptions during the term of the contract shall be negotiated. Beginning with the 1997-98 school year, copies of all staff job descriptions shall be placed in a binder and located in each building's main office reception area. Copies of job descriptions may be made by individuals from the binder.

#### **S. NO SMOKING POLICY**

In response to the potential problems for employees who smoke, as well as the potential dangers to non-smokers of second-hand smoke, all employees agree to refrain from smoking in school buildings, on school grounds and in school vehicles on or off school grounds, while engaging in job related or voluntary service for the district. Employees who are observed smoking in school buildings, on school grounds or in school vehicles on or off school grounds, while engaging in job related or voluntary service for the district after one written reprimand, will be docked one day's pay for each subsequent offense. During an employee's scheduled lunch time, he/she may engage in smoking off school grounds and out of sight of school buildings.

This condition shall pertain to personnel employed by the Otsego Board regardless of position.

## T. RETIRANT CONTRACTS

1. There shall be no guarantee of employment to system employees who have retired. They will compete for employment with the general population.
- a. Retirant shall be defined as any employee who has retired from STRS/SERS/PERS or any other public retirement system.
2. Retirant hired into the system shall be fully certified/licensed by the State of Ohio in the area(s) being taught.
3. Retirant hired into the system shall not have any bumping rights or privileges.
4. Retirant hired into the system shall not accumulate seniority. Retirants shall not comprise more than 3% of the certified staff.
5. Retirant hired into the system shall not qualify to receive leave for professional improvement.
6. Retirant hired into the system shall only receive a one (1) or two (2) year limited contract that is automatically non-renewed.
7. Retirant hired shall be evaluated before March 10<sup>th</sup>.
8. Retirant hired into the system may receive up to ten (10) years' experience on the appropriate salary schedule for prior teaching and/or related work experience in accordance with the recommendation of the Superintendent and thereafter may advance on the schedule on the same basis as other teachers. This shall expressly supersede Chapter 3317 of the ORC.
9. Retirant shall accumulate and may use sick leave in accordance with Article VI of the Negotiated Agreement, but shall not be entitled to severance pay under Article VII of the Negotiated Agreement or under law upon conclusion of employment as a Retirant.
10. Retirant hired into the system is eligible for single medical coverage provided through the district at 50% of the total premium cost.

This provision is specifically intended to supersede the requirements of ORC 3319.11, ORC 3319.111, ORC 3317.13, ORC 3317.14, Chapter 3307 of the Ohio Revised Code and any other conflicting provision of the Ohio Revised Code.

## U. MOVING FURNITURE

Teachers are not responsible for moving furniture, books or classroom equipment, but shall be responsible for organizing, packing and unpacking classroom materials.

## ARTICLE VI LEAVES OF ABSENCE

A. Leaves of absence, without pay, may be granted by the Board of Education upon recommendation of the Superintendent. All leaves must be requested in writing, stating the reasons and the duration. The Superintendent may also grant short term leaves of absence without pay in emergency and/or other unusual circumstances.

Any teacher whose personal illness extends beyond the period of compensation provided by the accumulated or additional sick leave shall be granted upon request a leave of absence without pay for such time as is necessary for the complete recovery from such illness. Any teacher on leave, with or without pay, shall be entitled to a one-year advancement on the salary schedule upon return if 120 days have been worked in a school year, per Ohio Revised Code.

B. The employee is responsible for notifying the Superintendent in writing of his/her desire to terminate a leave of absence and to return to active employment. If possible, an employee's written request shall be received by the Superintendent at least three (3) months prior to termination of the leave of absence. Reassignment to active employment shall be made at the sole discretion of the Superintendent as soon as feasible after the written request has been received. Failure to notify the Superintendent in timely fashion shall terminate the Board's obligation to return the employee to active employment.

Unless provided otherwise in a separate article, if a unit member requests return to employment prior to the expected end of the leave, the request shall be made as soon as the unit member has knowledge that such early termination is desired with as much prior notice as possible. The Superintendent will discuss the request with the unit member and attempt to accommodate the request.

C. Any employee who exhausts his/her accumulated sick leave shall upon written request to the Superintendent, be considered for a leave of absence without pay for the duration of such illness or related reason not to exceed two (2) school years.

D. Individuals on any approved unpaid leave may continue any and all of their group benefits if permitted by the carrier, for the duration of said leave providing they reimburse the Board for premium costs. Unit members on paid sick leave have their premium costs paid by the Board pursuant to the related sections of the Contract.

E. The Master Agreement shall, where affected, be in compliance with the Family and Medical Leave Act, P.L. 103.3; (the "Act") enacted in 1993 and may exceed the provisions of the law as may presently exist within the pertinent Articles of the Master Agreement. Resolution of any conflict between the Act and the Master Agreement will be subject to the grievance procedure in this Agreement.

## SICK LEAVE

A. A unit member shall be credited with 1.25 days of sick leave each calendar month of employment. Employees may be allowed to accumulate sick leave in an unlimited amount.

B. A new full-time employee to the State of Ohio Retirement System, except those on hourly rates, will be credited with advance of five (5) days sick leave at the beginning of the school year. Unit members who have no remaining sick leave may with the approval of the superintendent, also be advanced ten (10) days sick leave. Additional days may be advanced after previously advanced days are "repaid." If the unit member leaves the employment of the district prior to accumulating enough sick leave days to "repay" the ten (10) borrowed days, the per diem rate of the unit member rate shall be deducted from the final paycheck. Where this is unable to be done, other arrangements shall be made for repayment.

C. Sick leave may be used for the following purposes:

1. Personal illness, injury, exposure to a contagious communicable disease, abortion or miscarriage or related disabilities, and personal, medical, dental, or optical consultation or treatment.
2. Birth of a Child/Adoption Related Leave: Any certified staff for reasons of the birth of his/her child or the adoption of his/her child may use accumulated sick leave. Upon application, sick leave shall be granted for a total of 30 consecutive work days from date of delivery or adoption for child care.

Sick leave as authorized under this section shall not exceed the number of accumulated and unused leave days to the credit of the certified staff member and earned during the period of such leave.

Any certified staff member whose accumulated sick leave days are insufficient to cover the period of leave as set forth, shall be granted an interim leave for the birth of his/her child or the adoption of his/her child without pay for the period of 30 consecutive work days from date of delivery/adoption.

3. Serious illness in the immediate family. Immediate family includes father, mother, sister, brother, husband, wife, children, step-parent, step-child, immediate relative-in-law, immediate family who has the same relationship as though a member of the immediate family. The Superintendent shall be notified in a timely manner if such an absence shall exceed five (5) working days.
4. Quarantine or exposure to contagious disease that could be communicated to other employees and children.
5. Bereavement as defined herein is death in the immediate family (defined above), or others living in the employee's household. Such death leave would not normally be for a period

of more than five (5) days. In the case of death in the immediate family, excluding close friends, the employee may have up to three (3) days paid leave. Any absences beyond three, will be deducted from the employee's sick leave.

Two (2) days may be granted for funerals in case of death of other family members or close friends. These days will be chargeable to sick leave.

D. No employee shall forfeit accumulated sick days during approved leave of absence. Sick leave accumulated prior to an authorized leave of absence shall be credited upon return to duty.

The employee will not be charged with sick leave on those days declared "emergency days" by the Superintendent (i.e. when classes are canceled due to special circumstances).

Immediately upon return to duty, such employee will complete the absentee form provided by the school district and furnish a satisfactory signed statement indicating that he/she was absent for one of the qualified reasons above. If an employee has received medical attention during the period of absence, the form must state the name and address of the attending physician and dates he was consulted.

E. Each staff member shall be provided a statement of accumulated sick leave at the end of each grading period.

THE FILING OF ANY WILLFUL FALSE STATEMENT BY AN EMPLOYEE SHALL BE CONSIDERED BY THE BOARD AS GROUNDS FOR DISCIPLINARY ACTION IN SUCH FORM AND MANNER AS THE BOARD MAY DEEM DESIRABLE.

### PERSONAL LEAVE DAYS

A. Three (3) days of personal leave shall be allowable with no loss of compensation to members of the bargaining unit for personal business which cannot be conducted outside the regular school day.

B. Except in an emergency, personal leave shall be requested at least three (3) days in advance by written notice to the Superintendent upon the prescribed form attached hereto as Exhibit B in the Appendix.

C. Except in emergency, or other unusual circumstances, approved by the Superintendent, no personal leave shall be taken on the first or last work day of school nor on the work day before or after a vacation or holiday recognized on the school calendar for said employee, nor shall personal leave be granted for seeking or engaging gainful employment.

D. The Superintendent shall reserve the right to deny the request for personal leave for the sole reason in the event substitutes are unavailable.

E. Personal leave shall not be unreasonably denied. Denial is subject to the grievance procedure.

F. Each staff member shall be provided a statement of unused personal leave at the end of each grading period.

### **ASSAULT LEAVE**

A. A teacher who must be absent due to physical disability resulting from an unprovoked assault on such teacher which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be eligible for assault leave. Full pay status (days not charged to sick leave) under Assault Leave can be granted up to a maximum of the first five (5) days beginning with the first day of said leave. At the end of the five days, the teacher may use sick leave or receive Worker's Compensation (if eligible) for the period of the physical disability.

B. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:

1. A written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless impossible to do so.

2. A certificate from a licensed physician describing the nature and duration of the injury sustained causing absence. If the employee is eligible for assault leave but not Workman's Compensation, the Board and the employee will share the cost of the physician's examination.

C. If sick leave becomes exhausted, the teacher may apply for further sick leave as per the Sick Leave Article.

Following such leave, the employee shall be returned to duty, provided their contracts have not expired, they have not resigned or that they have not become eligible for disability retirement. Such determination shall be made by the Superintendent based on the opinion of the teacher's licensed physician.

### **SABBATICAL LEAVE**

Teachers may apply to the Board, through the Superintendent, for a leave of absence with part pay for professional improvement. The following conditions apply to the granting of sabbatical leave.

1. Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service is required prior to application.
2. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
3. No leave will be granted to an individual for a second time if other teachers have filed a request for sabbatical leave.
4. Sabbatical leave shall be for one or two semesters only.
5. A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.
6. To be eligible for part payment of salary, the teacher must return to the employment of the Board for at least one year, unless the teacher has twenty-five years of teaching credit.
7. The maximum part-time salary shall be the difference between the teacher's expected salary and the pay for necessary substitutes.

#### **Military Leave**

Any employee of the Board who is officially called for military service or who enlists for military service shall, upon written request to the Superintendent, be granted a military leave of absence without pay for such time as the government of the United States may require the services of said employee. Upon honorable separation from military service, the employee may submit a written request to the Superintendent that the leave of absence be terminated and that he/she be reassigned to the school staff. Such request must be made within ninety (90) days after separation from the military service. The employee shall be reassigned to the school staff as soon as feasible after the written request has been received. In no case shall the waiting period be longer than one full semester. Eight (8) months of continuous service in the military shall count as one (1) teaching year.

#### **Jury Duty**

1. A regular employee shall be granted time off for jury duty and shall suffer no loss of pay. In the event a teacher or employee is selected for jury duty, the full rate of compensation shall be allowed for such service.

In compliance with state law, compensation earned as a juror, except meal and travel allowances, will be remitted to the Board of Education.

2. In the event a unit member is requested to be a witness or is subpoenaed to appear on behalf of the Board no deduction of salary shall occur. Additionally, if a teacher is subpoenaed to testify at a court hearing and such appearance is in the best interest of the district, the teacher may be granted leave to appear without loss of pay

## **ARTICLE VII SALARIES AND FRINGE BENEFITS**

### **SALARY AND PROCEDURES**

Salary: The parties agree that the teacher salary schedule shall be adjusted in the following manner. All adjustments apply to the existing index which relate to Exhibit G attached to this Agreement.

**A. Effective July 1, 2011:**

The B.A. base shall be \$31,583.00. Step increases will not be awarded. Years of experience for salary calculations will remain at the same level as awarded July 1, 2010.

**B. Effective July 1, 2012:**

The B.A. base shall be \$31,583.00. Step increases will not be awarded. Years of experience for salary calculations will remain at the same level as awarded July 1, 2010.

**C. Effective July 1, 2013:**

The B.A. base shall be \$31,583.00. Step increases will resume.

### **SUPPLEMENTAL AND EXTRA-CURRICULAR SALARY AND PROCEDURES**

Staff members hired for a supplemental contract prior to September 1st may choose to receive their supplemental salary in either 1) 26 pays (equal installments); or 2) a lump sum payment at the completion of the supplemental assignment provided that athletic coaches shall be paid at the completion of the regular season. To be paid in equal installments, a written request must be received in the Treasurer's Office one (1) week prior to the first pay day in September. If the written request is not timely, then the supplemental salary shall be paid in a lump sum at the completion of the assignment.

Any staff member hired after September 1st shall not have an option as to the method of supplemental salary payment, and such payment shall be made in a lump sum at the completion of the supplemental assignment.

If a staff member elects to receive payment in equal installments and is unable or fails to complete the supplemental contract service, the treasurer shall stop payment under the supplemental contract. In addition, any sum of money previously paid for uncompleted work shall be recovered from the member in equal installments from future salary payments during the school year.

Extra-Curricular Assignments: A teacher shall fulfill all extra-curricular assignments made by the principal. Such assignments will normally be agreed upon by the teacher. Except in emergencies, these assignments (class advisor, organizational advisors, ticket seller, track officials other than coaches, chaperons, etc.) will be rotated among the entire staff within the requesting building

Determination of "best interest of the district" shall be solely determined by the Superintendent. Such determinations shall be made on an individual basis and no such determination shall be considered as setting a precedent for future determinations.

### **STAFF ATTENDANCE INCENTIVE PROGRAM**

A. All bargaining unit employees shall be eligible for the Staff Attendance Incentive Program if they maintain perfect attendance.

B. Perfect attendance is defined as not being absent from school for any full day or fraction of a day during a semester and/or school year. Court appearances due to subpoena and/or jury duty and "professional days" (absences to attend professional activities approved by the Superintendent) will not count against an employee's perfect attendance record. Additionally, an equivalent to one day of absence for a funeral in the immediate family will not be charged against a member's perfect attendance incentive. All other absences, including days missed due to personal leave, will prohibit the employee from qualifying for the perfect attendance incentive program. Planning period substitutions for the purpose of maintaining perfect attendance incentive will not be reimbursed.

C. Eligibility:

1. If an employee maintains perfect attendance for the first semester only, he/she will receive an incentive payment equal to two (2) times the substitute teacher rate at the conclusion of the semester.

2. If an employee maintains perfect attendance for the second semester only, he/she will receive an incentive payment equal to two (2) times the substitute teacher rate at the conclusion of the semester.

3. If an employee maintains perfect attendance for the first semester and the second semester, he/she will receive a total incentive payment equal to six (6) times the substitute teacher rate. The employee will receive an incentive payment equal to two (2) times the substitute teacher rate at the conclusion of the first semester and an incentive payment equal to four (4) times the substitute teacher rate at the conclusion of the second semester.

D. The first semester is defined as July 1 until December 31, and the second semester is defined as January 1 until June 30.

All supplemental service contracts are automatically non-renewed at the expiration of their stated term. Supplemental service contracts for coaching positions shall be considered for renewal at the regular Board of Education meeting in May. Successful returnees to coaching positions will be so informed with the offer of a contract not later than the last teacher workday of the regular school year. The complete list of successful returnees will be available at the Board office on the day following the Board's action.

### **ATHLETIC REVIEW BOARD**

A committee will be formed consisting of three (3) administrators and three (3) members of the bargaining unit. A committee will be formed consisting of three (3) administrators and three (3) members of the bargaining unit who will be the High School Athletic Director, Middle School Athletic Director, and OEA Executive Council Member. Any group or person that wants to start a new sport will have to make a presentation to this committee and state their reasons and objectives. This includes both club and varsity level sports. This committee will then make a recommendation to the Board, including the rationale for its recommendations.

### **SPORTS MEDICINE AND CPR CERTIFICATION**

The Board of Education shall provide and pay for an annual working session for all staff required to have certification in Sports Medicine and Cardiovascular Pulmonary Resuscitation. This session will be made available as early as possible to the first student day of the school year.

### **LEARNING DISABILITY TUTORS**

If the Board of Education hires Learning Disability Tutors, the Board and the Association will bargain wages and other terms and conditions of employment required by Ohio law.

### **DIRECT DEPOSIT**

For members of the bargaining unit employed after July 1, 2006, their paychecks shall be deposited directly to a bank of their choice subject to mandatory and authorized withholdings, contributions and deductions.

Bargaining unit members employed prior to July 1, 2006 may have their paychecks directly deposited to a bank of their choice at their option. However, once direct deposit begins the bargaining unit member cannot revoke the authorization without written approval of the school district treasurer.

### **SEVERANCE PAY**

A teacher employed by the Otsego Board of Education may become eligible for severance pay according to the following provisions:

1. Severance pay shall be a one-time, lump-sum payment to eligible teachers upon retirement.
2. Retirement shall be defined as "service retirement" as specified in Section 3307.38 of the Ohio Revised Code.
3. A Teacher's eligibility for severance pay shall be determined as of the last day of his/her employment by the Otsego Board in accordance with requirements of Section 3307.38, State Teachers Retirement System. The only exception to this requirement is for a teacher who has twenty (20) years of service credit (as determined in Chapter 3307.38). Said teacher shall be eligible to receive severance pay after receiving his/her benefit check from the STRS providing the teacher has been fully retired from Ohio teaching from the day of his/her last day of employment with the Otsego Board to the day he/she receives the first benefit check from STRS.
4. The severance pay benefit shall be calculated according to the following:
  - a. Severance Pay - Number of accumulated and unused sick leave days x 1/4 x per diem rate of regular salary on last day of Board employment. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit earned by the teacher.
  - b. Severance pay benefits shall be payable at the per diem rate to a maximum of seventy (70) days.
5. No teacher shall be eligible for severance pay prior to completion of five years full time service with the Otsego School System. Five years continuous service shall be calculated from the employee's first day of service with the Board to his/her last day of service.
6. An employee who is eligible for retirement under STRS rules and has completed five (5) continuous years of full time service with the Otsego School System at the time of death shall be entitled to severance pay. Severance pay shall be payable to the estate of the deceased. The executor of the estate shall in writing request payment and provide the district treasurer with a copy of the death certificate and proof of retirement eligibility from STRS within sixty (60) days from date of death.

### **TUITION REIMBURSEMENT**

When approved by the Superintendent (see Exhibit E), whose approval shall not be unreasonably, arbitrarily, or discriminatorily withheld, a certificated staff member shall receive reimbursement up to two hundred (\$200) per quarter hour, three hundred twenty (\$320) per semester hour and forty (\$40) per hour for continuing education units (CEU's) for expenses incurred in pursuit of further training.

The Board will budget for tuition reimbursement \$12,000 for the 2012 fiscal year, \$12,000 for the 2013 fiscal year, and \$12,000 for the 2014 fiscal year. No staff member shall receive more than \$1,050 for the 2011-2012 school year, \$1,050 for the 2012-2013 school year, and \$1,050 for the 2013-2014 school year.

The total amount for the year will be divided into two (2) parts: July 1 through December 31 and January 1 through June 30. Some type of rotating basis will be devised by the OEA Executive Council and central office personnel. The first rotation will begin with a random draw of all teachers.

Only academic credits as defined in Subsection D.2 may be used for tuition reimbursement. University of the Pacific and Loyola Marymount enrichment/professional development hours will not be reimbursable.

1. For coursework taken after July 1, 2000 only academic credit may be used for movement on the salary schedule.
2. Academic credit is to be defined as course work taken from an accredited university designated as academic credit by the university and applicable towards a graduate degree. The individual does not have to be enrolled in a degree program.
3. This subsection (D) will not be used by either party in any grievances.

### **CERTIFICATE RENEWAL/LICENSING**

Fifty percent (50%) of all fees established by the State of Ohio associated with the renewal of existing teaching certification or licenses, shall be paid by the employer. The total amount reimbursed shall not exceed fifty dollars (\$50) per teacher during the duration of this contract.

### **STRS PICK-UP**

The Board of Education of the Otsego Local School District herewith agrees with the Otsego Educators' Association, at no cost to the Board, to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members under the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the amount required by O.R.C. 3307.51 of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up shall be uniformly applied to all members of the bargaining unit.
3. The pick-up shall become effective September 1, 1985 or as soon as possible thereafter and shall apply to all compensation including supplemental earnings thereafter.

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

Each unit member should consider responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

## **HOSPITALIZATION & DENTAL**

The Board of Education will pay eighty-five (85) percent of the present premiums for both single and family policies for hospital, surgical, major-medical, and dental insurance for coverage of at least the same level as which was in place July 1, 1982. Dental benefits for the bargaining member unit shall be equal to the benefit level provided to the District's Administrators. The annual maximum of coverage available to each individual covered herein shall be \$1,000,000. Each individual employee shall be responsible for the remaining costs of the policy, effective with the first payroll deduction after the ratification of this contract.

Any employee granted a leave of absence upon the expiration of his/her accumulated sick leave shall have the option to continue enrollment in the school insurance programs he/she is currently enrolled in. Said employee shall pay 100% of insurance premiums.

Medical benefits to be effective September 1, 2011:

Deductible (Network/Non-network)	\$50 /\$100
Co-insurance (Net/Non-net)	100% /80%
Office visit (Net/Non-net)	\$10 /80%
Retail Rx	\$5/\$10/\$20
Mail Order Rx	\$10/\$20/\$30
Out-of-pocket max (Net/Non-net)	\$200/person excluding deductible
Dependent age	23/25
Annual max	\$1,000,000
Premium share (Board/employee)	85%/15%

### Spousal Language:

Effective January 1, 2008, spouses of employees who work for an employer where insurance is available will be required to enroll in single coverage through their employer. The spouse is not required to enroll other family members. Administration will also require all employees to complete a Spousal Certification form documenting spousal employer insurance eligibility on an annual basis.

Spouses will be exempt from the carve-out requirement if:

1. Spouse is employed by another school district inside the Wood County School Employee insurance consortium.
2. Spouse contributes more than \$50.00 per month toward medical premiums for single coverage.
3. Spouse does not have access to employer health insurance.
4. Spouse is retired.

If none of these exemptions pertain to the spouse, the spouse must enroll for at least single coverage at their next open enrollment period. The spouse can still be maintained on the Otsego program as secondary coverage but primary coverage will be the spouse's employer.

Whether primary coverage is through spouse's employer or the Otsego health care plan, spouses will still be eligible for dental, vision and prescription coverage through the Otsego program.

#### Health Incentive Plan:

The Board agrees to implement the following plan for eligible participants:

Eligible Participants - Bargaining unit members who are eligible to be insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance (status as of 8/06/2007) coverage status and bargaining unit member new to the district during the duration of this negotiated agreement are eligible for the Health Incentive Plan.

- A) Plan benefits - Each eligible plan participant will receive an incentive payment equal to twenty-five (25%) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state, and local income tax.
- B) To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan. You will be able to elect to exchange coverage for cash compensation.
- C) Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year except during Open Enrollment periods.
- D) However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:
  1. You become divorced or legally separated from your legal spouse
  2. Your spouse, dependent, or beneficiary dies
  3. You become permanently disabled
  4. You marry.
  5. The birth or legal adoption of a person who qualifies as your dependent.

6. Termination or commencement of your spouse's employment.
7. You switch from part-time to full-time, or vice-versa.
8. You or your spouse takes an unpaid leave of absence.
9. There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election during the Open Enrollment period.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan.

The Employer bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Employer and are self-administered by the Employer.

The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent must be consistent with the terms and conditions of any applicable collective bargaining agreement. The Board and Association agree that any decision made is still subject to the grievance procedures as outlined in the master agreement.

If any benefit provided under this Plan is denied, you or your beneficiaries may request a full review by writing to the Plan Administrator within 60 days of the denial. Be sure to state in your letter why you believe the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision will be returned to you in writing not later than 60 days after you request the review. However, if additional information is required, the review may take longer but in no circumstances will this decision be rendered later than 120 days after your request.

Nothing in this Plan in any way creates an expressed or implied contract of employment.

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

## **LIFE INSURANCE**

The Board shall provide each bargaining unit member with \$40,000 of group term life insurance.

In the event it is available from a company licensed to do business in the State of Ohio, any bargaining unit member may, without any additional cost to the Board, purchase a term life insurance program of \$40,000 "group paid-up life insurance". The following conditions shall apply to participation in the program which features group paid-up life:

1. The Board is responsible for this plan's premium payments only while the bargaining unit member is an active employee of the Board.
2. If an appropriate Ohio licensed insurance company cannot be found to offer this program, both parties agree that the term life insurance coverage set forth in this article shall remain in effect.
3. This paid up life insurance agreement will terminate at the end of this contract unless the parties agree to continue said policy.
4. The Board agrees to pay for the paid-up life insurance only that amount it pays for the term life insurance otherwise provided for in this article. Any additional cost will be paid by the bargaining unit member.
5. The Board shall not have any obligation for any payment of any premiums on behalf of any retired employees.

Any employee granted a leave of absence upon the expiration of his/her accumulated sick leave shall have the option to continue enrollment in the school insurance programs he/she is currently enrolled in. Said employee shall pay 100% of insurance premiums.

## **VISION INSURANCE**

The Board will provide members of the unit a fully-paid vision insurance policy equivalent to that currently provided to administrators.

## **SECTION 125 PLAN**

The benefits provided to employees by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting that their benefits be nontaxable. An amount not to exceed fifty (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the Board with an insurance company of its choice that acts as enroller and record keeper of the plan. The insurance company shall hold the Board harmless and provide the Board with a record-keeping agreement that will further hold the Board risk free under the IRS provisions regulating non-reimbursed medical payments.

## **SPECIAL RATES OF ASSIGNMENT**

- A. Home instruction, tutoring, planning period substitution and any other teaching assigned by the Administration, beyond the certificated staff member's regular class schedule, will be compensated at the hourly rate of \$22.00 per hour for the life of the contract.
- B. If the regular classroom teacher and/or guidance counselor is requested by a building administrator to stay beyond the contract day for special education meeting/conference, he/she shall be compensated hourly (or fraction thereof) at the special rate of assignment.
- C. If the teacher is requested by a building administrator to stay beyond the contract day to prepare for a move because of transfer to another classroom, he/she shall be compensated hourly (or fraction thereof) at the special rate of assignment.
- D. The Board and the Association shall forthwith establish a joint study committee to investigate and negotiate upon other duties for which special rates of pay are warranted.

## **ARTICLE VIII IMPLEMENTATION AND DURATION PROVISIONS**

- A. **Total Agreement** - The provisions set forth in this Agreement comprise the total and complete understanding between the Board and the Association. It is agreed that no provision of a previous agreement and no practice or procedure under a previous agreement is a part of this Agreement unless it is expressly stated in this Agreement.
- B. **No Strike or Concerted Activity** - The Association agrees that its officers, agents, and members shall not encourage or engage in any concerted activity to disrupt or hinder the operations of the school program for the duration of this Agreement. Concerted activity shall include any form of strike, secondary boycott, slow-down, or other actions in which members of the employee unit represented by the Association cause disruption in part or whole to the school district's operation.  
  
Failure of the Association to comply with this provision may result, at the discretion of the Board, in the termination of this Agreement in part or whole.
- C. **Separability** - If any terms or provision(s) of this Agreement shall be held contrary to law, the provision(s) shall be deemed invalid in whole or part in accordance with law. All unaffected terms and provisions shall remain in full force and effect throughout the term of this Agreement.
- D. **Changes in State of Federal Law** - Changes which may occur in State or Federal law during the life of this Master Agreement which effects specific rights and responsibilities under this agreement and/or the specific delivery and payment of the cost of health care services, will necessitate the Board and Otsego Educators Association ("OEA") to reopen negotiations.

Such negotiations shall occur within 180 days of the effective date of the legislation. Notice of intent to reopen shall be provided the OEA in the manner provided in this Agreement for the opening of negotiations as it relates to those specific changes.

E. **Term and Duration** - The term of the Agreement shall be from **July 1, 2011 through June 30, 2014**. This Agreement shall be automatically renewed and the salary schedule attached hereto shall remain in effect for yearly periods thereafter, unless, at any time not earlier than that specified in the Negotiations Procedures article, one party gives the other party written notice of the desire to modify or to terminate the Agreement and to open negotiations.

**OTSEGO LOCAL SCHOOLS**

By: [Signature]  
By: [Signature]  
By: [Signature]  
By: \_\_\_\_\_

**OTSEGO EDUCATORS ASSOCIATION**

By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Exhibit A

OTSEGO LOCAL SCHOOLS  
EMPLOYEE GRIEVANCE FORM

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

GRIEVANCE DEFINITION: a \_\_\_\_\_ b \_\_\_\_\_ c \_\_\_\_\_ d \_\_\_\_\_

SPECIFIC PROVISION CONTESTED: \_\_\_\_\_

TEXT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HEARING REQUESTED: YES \_\_\_\_\_ NO \_\_\_\_\_

STEP #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
OEA President

EXHIBIT B

**OTSEGO LOCAL SCHOOLS**

**REQUEST FOR PERSONAL LEAVE DAYS**

Date \_\_\_\_\_

I, \_\_\_\_\_, do hereby request  
personal leave day(s), beginning on \_\_\_\_\_  
and ending \_\_\_\_\_. This is in  
accordance

with the personal leave policy stated below.

A. Three (3) days of personal leave shall be allowable with no loss of compensation to members of the bargaining unit for personal business which cannot be conducted outside the regular school day.

B. Except in an emergency, personal leave shall be requested at least three (3) days in advance by written notice to the Superintendent upon the prescribed form.

C. No personal leave shall be taken on the first or last day of school nor on the day before or after a vacation or holiday recognized on the school calendar; nor shall personal leave be granted for seeking or engaging gainful employment.

D. The Superintendent shall reserve the right to deny the request for personal leave in the event substitutes are unavailable.

E. Personal leave shall not be unreasonably denied. Denial is subject to the grievance procedure.

Principal's initials: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Date

EXHIBIT C

**REQUEST RELEASE FOR PROFESSIONAL ACTIVITIES**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

This form must be submitted two weeks in advance of the meeting and forwarded to the office of the superintendent for approval.\*

I. I request approval to attend \_\_\_\_\_  
to be held at \_\_\_\_\_ on the following dates:

II. The purpose of this meeting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. I plan to share the information received at this meeting with students or staff in the following manner:  
\_\_\_\_\_  
\_\_\_\_\_

IV. It will be necessary for me to be absent from my assigned duties  
\_\_\_\_\_ days and a substitute (WILL) (WILL NOT) need to be employed.

V. Are you a member of this organization now? YES \_\_\_\_\_ NO

VI. What was the last professional meeting, place and date you attended; released time and/or expenses that were granted:  
\_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Normally it is anticipated that only one person will be absent from any one department or grade level at any given time, or attending any given conference.

\*Upon action by the superintendent, two copies will be returned to the principal who, in turn, will pass one to the person requesting the trip. Upon returning from the trip, the individual will submit the approved copy showing the ACTUAL expenditures and attach bills for transportation, etc. If the trip has been cancelled, please notify the central office so that records may be so designated.

EXPENSES AND REIMBURSEMENT FOR PROFESSIONAL LEAVE/TRAVEL

Reimbursement desired for the following:	<u>ESTIMATED</u>	<u>ACTUAL</u>	
* Registration Fee (no membership dues)	\$ _____	\$ _____	*
Transportation - automobile miles _____	\$ _____	\$ _____	*
Other (specify . . .plane, tolls, parking, etc.) _____	\$ _____	\$ _____	*
Lodging _____	\$ _____	\$ _____	*
Meals (Maximum \$20/day) _____	\$ _____	\$ _____	

Additional compensation at Special Assignment Rate required by Administrator:

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Number of Hours \$ \_\_\_\_\_ \$ \_\_\_\_\_

\* INCLUDE RECEIPTS TOTAL ESTIMATED EXPENSES \$ \_\_\_\_\_

	Date/Amount	Date/Amount	Date/Amount
Breakfast	_____	_____	_____
Lunch	_____	_____	_____
Dinner	_____	_____	_____

PURCHASE ORDER WAS MADE OUT FOR REGISTRATION AND/OR LODGING? (circle one)  
Yes No N/A

Substitute needed: Yes \_\_\_\_\_ No \_\_\_\_\_

Number of days: \_\_\_\_\_ TOTAL ACTUAL EXPENSES \$ \_\_\_\_\_

AMOUNT REQUESTED FOR REIMBURSEMENT VERIFIED BY RECEIPTS \$ \_\_\_\_\_

When two or more persons attend the same meeting, they are expected to share transportation and other expenses whenever practical. All expenses beyond those approved will be the responsibility of the individual.

\*\*\*\*\*

Recommendation of Principal: \_\_\_\_\_ For Release Time Only  
\_\_\_\_\_ For Partial Expense of \$ \_\_\_\_\_  
\_\_\_\_\_ For Full Expense

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Recommendation of the Superintendent: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

Superintendent's Signature \_\_\_\_\_

\*\*\*\*\*

AUTHORIZATION FOR PAYMENT

I participated in the above activity and hereby request reimbursement. I certify that the above were actual and necessary expenses incident to attendance and the foregoing expenses are correct and complete.

APPROVED FOR PAYMENT:

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_ Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Actual receipts for expenses must accompany this form for reimbursement.

EXHIBIT D1

# OTSEGO LOCAL SCHOOLS

## PERFORMANCE OBSERVATION REPORT

Name of Employee \_\_\_\_\_ School \_\_\_\_\_

Date of Observation \_\_\_\_\_ Time of Observation \_\_\_\_\_

Subject/Class Observed \_\_\_\_\_

Rating Scale: S - Satisfactory  
 U - Unsatisfactory (Principal must provide a  
 "recommendation for improvement" for  
 each "U")  
 N - Not applicable or not observed

### I. Planning and Organization such as

- \_\_\_\_\_ A. Knowledge of subject
- \_\_\_\_\_ B. Lesson plans which implement course of study
- \_\_\_\_\_ C. Effective use of time
- \_\_\_\_\_ D. Effective use of available material
- \_\_\_\_\_ E. Other

### II. Teaching Methods such as

- \_\_\_\_\_ A. Student-teacher relationship during the observation
- \_\_\_\_\_ B. Student activities/assignments identified
- \_\_\_\_\_ C. Provisions made for individual differences
- \_\_\_\_\_ D. Appropriate discipline
- \_\_\_\_\_ E. Provisions for follow-up, intervention, and reteaching
- \_\_\_\_\_ F. Student participation encouraged
- \_\_\_\_\_ G. Other

### III. Personal Traits of the teacher such as

- \_\_\_\_\_ A. English usage and vocabulary
- \_\_\_\_\_ B. Voice control, inflections, etc.
- \_\_\_\_\_ C. Enthusiasm for job
- \_\_\_\_\_ D. Punctuality
- \_\_\_\_\_ E. Other

Nothing herein prohibits the evaluator from referring to day-to-day observations and incidents which occur outside of the classroom visit yet within the educational setting.

COMMENDATIONS: (Place comments on the reverse side of this sheet.)

RECOMMENDATIONS FOR IMPROVEMENT: (Follow-up Visit: \_\_\_\_\_)

IMPROVEMENTS NOTED:

Signature of Evaluator \_\_\_\_\_ Date

Signature of Employee \_\_\_\_\_ Date

Note to Employee: Your signature denotes that you have received a copy of this report and have had an opportunity to discuss it with your principal or superintendent. If you believe that any portion is not accurate, you have ten (10) school days to state your concern in writing to the evaluator and such statement shall be attached to the observation report.

Teacher has attached sheets numbering \_\_\_\_\_ with comments.

Date

EXHIBIT D2

## OTSEGO LOCAL SCHOOLS

### TEACHER FINAL EVALUATION

Teacher

Date

Principal

Rating Scale: S - Satisfactory  
 U - Unsatisfactory  
 (explanation required)  
 NA - Not applicable/not observed

	S	U
1. Teacher control of class		
2. Appearance of room		
3. Teacher follows school system's designated curriculum		
4. School time is constructively used by teacher		
5. Pupil evaluation is appropriate		
6. Lesson plans are adequate and available for substitutes		
7. Proper pupil-teacher rapport established		
8. Intra-staff relationship		
9. Professional ethics		
10. Professional growth		
11. Recognition and acceptance of out-of-class responsibilities		
12. Dependability and punctuality		
13. Teacher displays flexibility in responding to pupil and program		
14. Cooperation with school policies and regulations		

COMMENTS (strengths and/or needs for improvement):

Teacher has attached separate sheets  
numbering \_\_\_\_\_ with comments.

Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Performance Growth Plan  
(must be submitted by April 1<sup>st</sup> for following school year)  
(Can be used for LPDC)

Up to three (3) mutually devised performance and instructional goals submitted by April 1<sup>st</sup> for the following school year to be reviewed/revised at time of final evaluation:

By November 1<sup>st</sup> for current school year, new teachers will submit up to three (3) mutually devised performance and instructional goals to be reviewed/revised at time of final evaluation.

GOAL	STRATEGIES	PERFORMANCE INDICATED DOCUMENTATION
1.		
2.		
3.		

Signature of Evaluator \_\_\_\_\_ Date

Signature of Employee \_\_\_\_\_ Date

## OTSEGO LOCAL SCHOOLS APPLICATION FOR TUITION REIMBURSEMENT\*

INSTRUCTIONS: Applicants are advised to maintain a duplicate copy of the Tuition Reimbursement Application. The teacher shall complete the application for tuition reimbursement and forward it to the Superintendent's office. The form is to be dated by the applicant using the date it is forwarded to the Superintendent's office. The form shall be dated in the Central Office on the day it is received. This should be done in a timely manner so the teacher can receive word of approval or denial prior to the start of the class. The Superintendent's office should be notified if you drop a class after being approved for reimbursement.

COURSE TITLE: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

COURSE DESCRIPTION: \_\_\_\_\_

DATE ENROLLING: \_\_\_\_\_ to \_\_\_\_\_  
month/day/year month/year

CREDIT HOURS: \_\_\_\_\_ Semester \_\_\_\_\_ Quarter CEU: \_\_\_\_\_

COST PER HOUR \_\_\_\_\_ TOTAL COST: \_\_\_\_\_

In the space below, explain how the course relates to your current teaching assignment/duties. If it is not related, please explain your rationale for taking this further training.

---



---

I understand the following items:

- . . . reimbursement may be received for only the course listed above - substitutions will not be reimbursed.
- . . . a transcript or grade report showing successful completion of the course (A, B, S, or P), as well as proof that the staff member personally paid for the course (i.e. a canceled check) must be submitted to the superintendent prior to reimbursement.
- . . . notification of dropping the approved course shall be made to the superintendent within five (5) days after the withdrawal.
- . . . the course approval/reimbursement cycle is from July 1 - December 31 and January 1 - June 30 for each school year.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Received at Superintendent's Office

\_\_\_\_\_  
Date Signed/Submitted

\_\_\_\_\_  
Superintendent's Signature/Date

Approved \_\_\_\_\_ Denied \_\_\_\_\_

**\*APPLICATION FOR REIMBURSEMENT MUST BE SUBMITTED PRIOR TO ENROLLMENT IN APPROVED COURSE WORK.** Only academic credits, as defined in Subsection 0.2, may be used for reimbursement University of the Pacific and Loyola Marymount enrichment/professional development hours will not reimbursable.

**Otsego Local School District  
Certified Salary Schedule**

**Base: 31,583**

<b>Non Degree</b>			<b>Bachelor</b>			<b>Bachelor +10</b>		
<b>Step</b>	<b>Index</b>	<b>Salary</b>	<b>Step</b>	<b>Index</b>	<b>Salary</b>	<b>Step</b>	<b>Index</b>	<b>Salary</b>
0	0.7272	22,967	0	1	31,583	0	1.0375	32,767
1	0.7519	23,747	1	1.0375	32,767	1	1.0764	33,996
2	0.7774	24,553	2	1.0764	33,996	2	1.1168	35,272
3	0.8038	25,386	3	1.1168	35,272	3	1.1587	36,595
4	0.8312	26,252	4	1.1587	36,595	4	1.2021	37,966
5	0.8595	27,146	5	1.2021	37,966	5	1.2472	39,390
6	0.8595	27,146	6	1.2472	39,390	6	1.2939	40,865
7	0.8595	27,146	7	1.2939	40,865	7	1.3425	42,400
8	0.8595	27,146	8	1.3425	42,400	8	1.3928	43,989
9	0.8595	27,146	9	1.3928	43,989	9	1.4450	45,637
10	0.8595	27,146	10	1.445	45,637	10	1.4992	47,349
11	0.8595	27,146	11	1.4992	47,349	11	1.5555	49,127
12	0.8595	27,146	12	1.5555	49,127	12	1.6138	50,969
13	0.8595	27,146	13	1.5555	49,127	13	1.6138	50,969
14	0.8595	27,146	14	1.6138	50,969	14	1.6743	52,879
15	0.8595	27,146	15	1.6138	50,969	15	1.6743	52,879
16	0.8595	27,146	16	1.6743	52,879	16	1.7371	54,863
17	0.8595	27,146	17	1.6743	52,879	17	1.7371	54,863
18	0.8595	27,146	18	1.7371	54,863	18	1.8022	56,919
19	0.8595	27,146	19	1.7371	54,863	19	1.8022	56,919
20	0.8595	27,146	20	1.8022	56,919	20	1.8698	59,054
21	0.8595	27,146	21	1.8022	56,919	21	1.8698	59,054
22	0.8595	27,146	22	1.8022	56,919	22	1.8698	59,054
23	0.8595	27,146	23	1.8022	56,919	23	1.8698	59,054
24	0.8595	27,146	24	1.8022	56,919	24	1.8698	59,054
25	0.8595	27,146	25	1.8698	59,054	25	1.9399	61,268
26	0.8595	27,146	26	1.8698	59,054	26	1.9399	61,268
27	0.8595	27,146	27	1.9399	61,268	27	2.0127	63,567

**Bachelor + 150****Masters****Masters +10**

<b>Step</b>	<b>Index</b>	<b>Salary</b>	<b>Step</b>	<b>Index</b>	<b>Salary</b>	<b>Step</b>	<b>Index</b>	<b>Salary</b>
0	1.0764	33,996	0	1.1168	35,272	0	1.1587	36,595
1	1.1168	35,272	1	1.1587	36,595	1	1.2021	37,966
2	1.1587	36,595	2	1.2021	37,966	2	1.2472	39,390
3	1.2021	37,966	3	1.2472	39,390	3	1.2939	40,865
4	1.2472	39,390	4	1.2939	40,865	4	1.3425	42,400
5	1.2939	40,865	5	1.3425	42,400	5	1.3928	43,989
6	1.3425	42,400	6	1.3928	43,989	6	1.4450	45,637
7	1.3928	43,989	7	1.4450	45,637	7	1.4992	47,349
8	1.4450	45,637	8	1.4992	47,349	8	1.5555	49,127
9	1.4992	47,349	9	1.5555	49,127	9	1.6138	50,969
10	1.5555	49,127	10	1.6138	50,969	10	1.6743	52,879
11	1.6138	50,969	11	1.6743	52,879	11	1.7371	54,863
12	1.6743	52,879	12	1.7371	54,863	12	1.8022	56,919
13	1.6743	52,879	13	1.7371	54,863	13	1.8022	56,919
14	1.7371	54,863	14	1.8022	56,919	14	1.8698	59,054
15	1.7371	54,863	15	1.8022	56,919	15	1.8698	59,054
16	1.8022	56,919	16	1.8698	59,054	16	1.9399	61,268
17	1.8022	56,919	17	1.8698	59,054	17	1.9399	61,268
18	1.8698	59,054	18	1.9399	61,268	18	2.0127	63,567
19	1.8698	59,054	19	1.9399	61,268	19	2.0127	63,567
20	1.9399	61,268	20	2.0127	63,567	20	2.0882	65,952
21	1.9399	61,268	21	2.0127	63,567	21	2.0882	65,952
22	1.9399	61,268	22	2.0127	63,567	22	2.0882	65,952
23	1.9399	61,268	23	2.0127	63,567	23	2.0882	65,952
24	1.9399	61,268	24	2.0127	63,567	24	2.0882	65,952
25	2.0127	63,567	25	2.0882	65,952	25	2.1664	68,421
26	2.0127	63,567	26	2.0882	65,952	26	2.1664	68,421
27	2.0882	65,952	27	2.1664	68,421	27	2.2473	70,976

**Masters +20****Masters +30**

<b>Step</b>	<b>Index</b>	<b>Salary</b>	<b>Step</b>	<b>Index</b>	<b>Salary</b>
0	1.2021	37,966			
1	1.2472	39,390			
2	1.2939	40,865			
3	1.3425	42,400			
4	1.3928	43,989			
5	1.4450	45,637			
6	1.4992	47,349			
7	1.5555	49,127			
8	1.6138	50,969			
9	1.6743	52,879			
10	1.7371	54,863			
11	1.8022	56,919			
12	1.8698	59,054			
13	1.8698	59,054			
14	1.9399	61,268			
15	1.9399	61,268			
16	2.0127	63,567	16	2.1282	67,215
17	2.0127	63,567	17	2.1282	67,215
18	2.0882	65,952	18	2.2064	69,685
19	2.0882	65,952	19	2.2064	69,685
20	2.1664	68,421	20	2.2873	72,240
21	2.1664	68,421	21	2.2873	72,240
22	2.1664	68,421	22	2.2873	72,240
23	2.1664	68,421	23	2.2873	72,240
24	2.1664	68,421	24	2.2873	72,240
25	2.2473	70,976	25	2.3715	74,899
26	2.2473	70,976	26	2.3715	74,899
27	2.3315	73,636	27	2.4589	77,659

# OTSEGO LOCAL SCHOOLS

## SUPPLEMENTAL SALARY SCHEDULE - Effective July 1, 2011

	#	Index	31,583 BA/0 0-5	32,767 BA/1 6-10	33,996 BA/2 11+
High School Athletic Director	1	0.1815	5,732	5,947	6,170
Asst. High School Athletic Director	1	0.0605	1,911	1,982	2,057
Junior High Athletic Director	1	0.118	3,727	3,867	4,012
Faculty Equipment Manager	1	0.0635	2,006	2,081	2,159
J.H. Faculty Equipment Manager	1	0.0242	764	793	823
Weight Room Supervisor	1	0.0454	1,434	1,488	1,543
Football/Basketball Scouts reimbursed for mileage/programs					
Head Football	1	0.1634	5,161	5,354	5,555
Asst. Varsity Football	3	0.1089	3,439	3,568	3,702
Junior Varsity Football	2	0.0999	3,155	3,273	3,396
Freshman Football	1	0.0899	2,839	2,946	3,056
7th & 8th Grade Football - Head	2	0.0899	2,839	2,946	3,056
Asst. 7th & 8th Grade Football	2	0.0602	1,901	1,973	2,047
Head Boys Basketball	1	0.1634	5,161	5,354	5,555
Asst. Varsity Boys Basketball	1	0.1089	3,439	3,568	3,702
Freshmen Boys Basketball	1	0.1089	3,439	3,568	3,702
8th Grade Boys Basketball	1	0.0899	2,839	2,946	3,056
7th Grade Boys Basketball	1	0.0899	2,839	2,946	3,056
Head Girls Basketball	1	0.1634	5,161	5,354	5,555
Asst. Varsity Girls Basketball	1	0.1089	3,439	3,568	3,702
Freshmen Girls Basketball	1	0.1089	3,439	3,568	3,702
8th Grade Girls Basketball	1	0.0899	2,839	2,946	3,056
7th Grade Girls Basketball	1	0.0899	2,839	2,946	3,056
5th & 6th Boys Basketball	1	0.0182	575	596	619
5th & 6th Girls Basketball	1	0.0182	575	596	619
Head Varsity Wrestling	1	0.1144	3,613	3,749	3,889
Asst. Varsity Wrestling	1	0.0762	2,407	2,497	2,590
Head Junior High Wrestling	1	0.0899	2,839	2,946	3,056
Asst. Junior High Wrestling	1	0.0602	1,901	1,973	2,047
Head Boys Golf**	1	0.0899	2,839	2,946	3,056
Head Girls Golf	1	0.0899	2,839	2,946	3,056

	#	Index	BA/0 0-5	BA/1 6-10	BA/2 11+
Head Baseball	1	0.1144	3,613	3,749	3,889
Assistant Baseball	1	0.0762	2,407	2,497	2,590
Head Softball	1	0.1144	3,613	3,749	3,889
Junior Varsity Softball	1	0.0762	2,407	2,497	2,590
Head Volleyball	1	0.1634	5,161	5,354	5,555
Assistant Volleyball	1	0.1089	3,439	3,568	3,702
Freshman Volleyball	1	0.0899	2,839	2,946	3,056
8th Grade Volleyball	1	0.0899	2,839	2,946	3,056
7th Grade Volleyball	1	0.0899	2,839	2,946	3,056
Head Boys Varsity Soccer	1	0.1144	3,613	3,749	3,889
Boys Junior Varsity Soccer	1	0.0762	2,407	2,497	2,590
Head Girls Varsity Soccer	1	0.1144	3,613	3,749	3,889
Junior Varsity Soccer	1	0.0762	2,407	2,497	2,590
Head Track Boys	1	0.1144	3,613	3,749	3,889
Head Track Girls	1	0.1144	3,613	3,749	3,889
Assistant Track Boys	1	0.0762	2,407	2,497	2,590
Assistant Track Girls	1	0.0762	2,407	2,497	2,590
.5 H.S. Assistant Track	1	0.0381	1,203	1,248	1,295
7th & 8th Grade Track Boys	1	0.0629	1,987	2,061	2,138
7th & 8th Grade Track Girls	1	0.0629	1,987	2,061	2,138
Asst. 7th & 8th Grade Track*	0-3	0.0419	1,323	1,373	1,424
(above 40 participants - add one coach					
(above 50 participants - add additional coach)					
Cross Country - High School	1	0.1144	3,613	3,749	3,889
Asst. Cross Country - H.S. (if 18 or more)	1	0.0762	2,407	2,497	2,590
Cross Country - Junior High	1	0.0629	1,987	2,061	2,138
H.S. Cheerleading Advisor	1	0.0999	3,155	3,273	3,396
Asst. H.S. Cheerleading Advisor	1	0.0669	2,113	2,192	2,274
Junior High Cheerleading Coach	1	0.0819	2,587	2,684	2,784
High School Student Council	1	0.0403	1,273	1,321	1,370
Junior High Student Council	1	0.0182	575	596	619
Elementary Student Council	3	0.0182	575	596	619
Junior High Team Leader	2	0.0629	1,987	2,061	2,138
Science Olympiad - High School	1	0.0182	575	596	619
Grade 7-9 Science Olympiad	1	0.0182	575	596	619
Mentor for Entry Level Teacher	1	0.0545	1,721	1,786	1,853

	#	Index	BA/0	BA/1	BA/2
Senior Class Advisor-Commencement	1	0.0303	957	993	1,030
Junior Class Advisor	1	0.0403	1,273	1,321	1,370
High School Yearbook Advisor	1	0.0454	1,434	1,488	1,543
High School Creative Writing	1	0.0242	764	793	823
Book & Media Club Advisor	1	0.0363	1,146	1,189	1,234
Art Club/Competition Advisor	1	0.0182	575	596	619
Junior High Yearbook	1	0.0121	382	396	411
Junior High Newspaper Advisor	1	0.0091	287	298	309
H.S. National Honor Society	1	0.0303	957	993	1,030
Junior National Honor Society	1	0.0136	430	446	462
High School Marching Band	1	0.1144	3,613	3,749	3,889
H.S. Instrumental Solo/Ensemble/Concerts	1	0.0635	2,006	2,081	2,159
Stage Band	1	0.0318	1,004	1,042	1,081
Pep Band	1	0.0182	575	596	619
Junior High Band	1	0.0227	717	744	772
Flag Corps Supervisor	1	0.0599	1,892	1,963	2,036
H.S. Vocal Solo/Ensemble/Concerts	1	0.0635	2,006	2,081	2,159
High School Swing Choir	1	0.0318	1,004	1,042	1,081
J.H. Vocal Solo/Ensemble Concerts and Swing Choir	1	0.0363	1,146	1,189	1,234
Elementary Music Program	3	0.0136	430	446	462
Musical Advisor	1	0.0899	2,839	2,946	3,056
Assistant Musical Advisor	1	0.0599	1,892	1,963	2,036
Tech/Musical Choreographer	1	0.0242	764	793	823
Audio/Lighting Specialist	1	0.0403	1,273	1,321	1,370
High School Drama-two performances/year	1	0.0635	2,006	2,081	2,159
Quiz Bowl Advisor (one per building)	5	0.0242	764	793	823
			114	125	136
Outdoor Education (per night)			0.0036	0.0038	0.0040
High School Detention Hall Supervisor	1		Special Rate of Assignment		
Summer School Instruction			Special Rate of Assignment		

\*\*Should golf team participant numbers dwindle on either squad to a number below team status as recognized by the O.H.S.A.A., one coach for a single squad will be contracted.